



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 17, 2017

Staff Contact: Lee Plemel, Community Development Director

Agenda Title: For Possible Action: To introduce, on first reading, Bill No. ____, an ordinance approving a development agreement between Carson City and the Myers Family Exempt Trust; the Arraiz Family 1993 TR 10/18/93; RD Lompa LLC, a Nevada limited liability company; and Lompa Ranch East Hills LLC, a Nevada limited liability company, regarding the development of a project known as The Lompa Ranch North Specific Plan Area, Assessor's Parcel Numbers 010-041-16, -38, -52, -70, -71, -75 and -76. (Hope Sullivan, hsullivan@carson.org)

Staff Summary: The Board of Supervisors approved the Lompa Ranch North Specific Plan on March 17, 2016, and approved the Phase 1 tentative subdivision map consisting of 189 single family residential lots on March 16, 2017, subject to the developer entering into a development agreement with Carson City prior to construction of any improvements. The proposed development agreement sets forth the requirements for development of the 251 acre project area consistent with the Lompa Ranch North Specific Plan.

Agenda Action: Ordinance - First Reading

Time Requested: 30 minutes

Proposed Motion

I move to introduce, on first reading, Bill No. ____, an ordinance approving a development agreement between Carson City and the Myers Family Exempt Trust; the Arraiz Family 1993 TR 10/18/93; RD Lompa LLC, a Nevada limited liability company; and Lompa Ranch East Hills LLC, a Nevada limited liability company, regarding the development of a project known as The Lompa Ranch North Specific Plan Area, Assessor's Parcel Numbers 010-041-16, -38, -52, -70, -71, -75 and -76.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

March 17, 2016 - The Board of Supervisors adopted the Lompa Ranch North Specific Plan.

April 21, 2016 - The Board of Supervisors adopted an ordinance amending the zoning for the Lompa Ranch North Specific Plan Area to accommodate various residential and commercial types of development on the property.

March 16, 2017 - The Board of Supervisors approved a tentative subdivision map, Phase 1 of the Lompa Ranch development, for 189 single-family residential units.

Background/Issues & Analysis

The Lompa Ranch North Specific Plan and Tentative Subdivision Map approval for the first phase of development are conditioned upon the Lompa Ranch developers entering into an agreement with the City regarding the development of the entire property. The purpose of the agreement is:

- To memorialize consistent development standards for the entire property and record the agreement with each property so subsequent owners are aware of the requirements.
- To incorporate the required phasing plan into the Lompa Ranch North Specific Plan.

Key elements of the agreement include provisions for:

- Fire mitigation fees.
- The reservation of an elementary school site for the Carson City School District.
- Parks construction and maintenance.
- Drainage facilities maintenance.
- General provisions for ongoing development in accordance with the adopted Specific Plan.

Contact Planning Manager Hope Sullivan at hsullivan@carson.org or 283-7922 if you have questions regarding this item.

Attachments:

- 1) Ordinance
- 2) Development Agreement
- 3) Phasing Plan

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 17.08 (Development Agreements) and NRS 278.0201.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: N/A

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Zoning activities under NRS 278 are exempt from Business Impact Statement requirements.

Alternatives

- 1) Modify the proposed agreement, with the concurrence of the developer

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

Summary: An ordinance approving a development agreement regarding the development of approximately 251 acres known as the Lompa Ranch North Specific Plan Area.

BILL NO. ____

ORDINANCE NO. 2017-__

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND MYERS FAMILY EXEMPT TRUST; THE ARRAIZ FAMILY 1993 TR 10/18/93; RD LOMPA LLC, A NEVADA LIMITED LIABILITY COMPANY; AND LOMPA RANCH EAST HILLS LLC, A NEVADA LIMITED LIABILITY COMPANY, REGARDING THE DEVELOPMENT OF A PROJECT KNOWN AS THE LOMPA RANCH NORTH SPECIFIC PLAN AREA, ASSESSOR'S PARCEL NUMBERS 010-041-16, -38, -52, -70, -71, -75 AND -76, AND OTHER MATTERS PROPERLY RELATED THERETO.

The Board of Supervisors of Carson City do ordain:

SECTION I:

WHEREAS, Carson City desires to enter into a development agreement with the Myers Family Exempt Trust; the Arraiz Family 1993 TR 10/18/93; RD Lompa LLC, a Nevada limited liability company; and Lompa Ranch East Hills LLC, a Nevada limited liability company, concerning the development of land known as the Lompa Ranch North Specific Plan Area, for which the Lompa Ranch North Specific Plan was adopted by the Board of Supervisors on March 17, 2016, land further described as Assessor's Parcel Numbers 010-041-16, -38, -52, -70, -71, -75 and -76, in the general vicinity of and bounded by Saliman Road, William Street, Airport Road and Fifth Street.

WHEREAS, the Carson City Board of Supervisors finds that the contents of the development agreement conform to the Carson City Municipal Code 17.08 and Nevada Revised Statutes 278.0203; and

WHEREAS, the Board finds that the provisions of the development agreement are consistent with the Carson City Master Plan and the Lompa Ranch North Specific Plan.

NOW, THEREFORE, the Board hereby approves by ordinance the attached development agreement between the Myers Family Exempt Trust; the Arraiz Family 1993 TR 10/18/93; RD Lompa LLC, a Nevada limited liability company; and Lompa Ranch East Hills LLC, a Nevada limited liability company, concerning the development of land known as the Lompa Ranch North Specific Plan Area, for which the Lompa Ranch North Specific Plan was adopted by the Board of Supervisors on March 17, 2016, land further described as Assessor's Parcel Numbers 010-041-16, -38, -52, -70, -71, -75 and -76, in the general vicinity of and bounded by Saliman Road, William Street, Airport Road and Fifth Street, Carson City Nevada, said agreement being attached and incorporated herein as Exhibit "1".

The Board further directs that the City Clerk shall cause a certified copy of this ordinance and original agreement between Carson City and the Myers Family Exempt Trust; the Arraiz Family 1993 TR 10/18/93; RD Lompa LLC, a Nevada limited liability company; and Lompa Ranch East Hills LLC, a Nevada limited liability company, to be filed with the Carson City Recorder.

PROPOSED on _____, 2017.

PROPOSED BY Supervisor _____

PASSED _____, 2017.

VOTE:

AYES:

NAYS:

ABSENT:

ROBERT L. CROWELL, Mayor

ATTEST:

SUSAN MERRIWETHER, Clerk-Recorder

This ordinance shall be in force and effect from and after the _____ day of the month of _____ of the year 2017.

APN 010-041-16
APN 010-041-38
APN 010-041-52
APN 010-041-71
APN 010-041-70
APN 010-041-75
APN 010-041-76

**RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:**

Carson City Community Development Department
108 E. Proctor Street
Carson City, NV 89701

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into on this _____ day of _____, 2017, by and between CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada ("City") and the MYERS FAMILY EXEMPT TRUST; THE ARRAIZ FAMILY 1993 TR 10/18/93; RD LOMPA LLC, a Nevada limited liability company; LOMPA RANCH EAST HILLS LLC, a Nevada limited liability company; and any of their successors and assigns (collectively, the "**Developer**"), as developer of that certain area of real property known as LOMPA RANCH NORTH SPECIFIC PLAN AREA ("**Plan Area**") and which is more particularly described below. Developer and the City may be collectively referred to herein as the "Parties" and each may be referred to individually as a "Party."

RECITALS

1. The Plan Area comprises 251.31 acres of real property, more or less, owned by Developer and located in Carson City, Nevada, and is more particularly described in the document

attached herewith as Exhibit "A," which is incorporated herein by this reference. Developer wishes to develop the Plan Area as a mixed-use community ("Project") in different stages ("Phase") with one or more developers anticipated to develop each Phase ("Phase Developer"), subject to amendment from time to time, but at all times consistent with all ordinances, codes, rules, regulations and official policies of the City, legally adopted in accordance with all applicable laws which govern the Project, including, without limitation, the Carson City Municipal Code ("**CCMC**"), the terms and provisions of this Agreement and the Plan Area development handbook ("Handbook"), all of which together set forth the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, the provisions for reservation or dedication of land for public purposes, the phasing or timing of development, and the standards for design, improvements, and construction (collectively, the "**Existing Rules**").

2. On March 16, 2017, the Carson City Board of Supervisors ("Board") approved a tentative map for One Hundred and Eighty-Nine (189) single family detached units ("**PHASE 1**") for the Plan Area. The Notice of Decision and conditions of approval of that action of the Board ("Conditions of Approval") are incorporated herein by this reference.

3. On March 17, 2016, the City adopted the Handbook, which establishes policies providing a framework for the incorporation of SF-6000 housing, Multi-Family Duplex, Multi-Family Apartments, Neighborhood Commercial and General Commercial in the development.

4. On April 21, 2016, Ordinance No. 2016-6, Bill No. 105 was recorded as Document No. 463802, effectuating a Zoning Map Amendment for the Plan Area to allow zoning for Single Family 6,000 (SF6), Multi-Family Duplex (MFD), Multi-Family Apartment (MFA), Neighborhood Business (NB), and General Commercial (GC) ("Zoning Map Ordinance"). That Ordinance is incorporated herein by this reference.

5. Developer and the City believe that it is mutually beneficial to enter into a development agreement pursuant to Nevada Revised Statutes ("**NRS**") 278.0201 through 278.0207, inclusive, to ensure the development of the Project in accordance with this Agreement, the Existing Rules, and all development approvals issued by the City as of the Effective Date of this Agreement,

including, without limitation, a “Phasing Plan” as more particularly described below and the aforementioned Conditions of Approval, , Handbook, Zoning Map Ordinance and this Agreement (collectively, the “**Existing Approvals**”).

6. The City and Developer desire to hereinafter have the provisions of this Development Agreement govern the development activities of the Project and all Phases in the LRN-SPA.

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

I.

PROJECT CHARACTERISTICS

The Plan Area encompasses 251.31 acres of real property, more or less, with zoning approved for Single Family 6,000 (SF6), Multi-Family Duplex (MFD), Multi-Family Apartment (MFA), Neighborhood Business (NB), and General Commercial (GC) on various portions of the real property. The Plan Area also includes open space, parks and trails to serve the development and the entire community, connecting to the City’s existing and planned trail network system. The development of the Plan Area will be in compliance with the architectural and design standards incorporated into the Handbook.

PHASE 1 of the Project is a single family residential development within the SF6 zoning designation together with all of the uses accessory to and customarily incidental to the above-referenced zone.

PHASE 1 of the Project will be comprised of One Hundred and Eighty-Nine (189) single family dwelling units, open space and common areas, as set forth in the Existing Approvals. The density is 3-8 dwelling units per acre.

II.

ADMINISTRATION OF THE PROJECT

THE PROJECT AND THE PLAN AREA shall be developed in accordance with the Existing Approvals, with the following characteristics and requirements:

2.1 PHASING. The Project and the Plan Area are anticipated to be developed in phases, as set forth in the Phasing Plan. The Conditions of Approval associated with PHASE 1 take precedence over the Plan Area. Developer and the City agree that this Agreement must be fully executed prior to issuance of any construction permits within the Plan Area.

The Phasing Plan, as that term is used throughout this Agreement, is hereby incorporated by this reference and means that document which: (1) sets forth detailed provisions relating to the Project and the Plan Area for a coordinated approach to infrastructure and the timing of improvements, including, without limitation, the timing of specific on-site and off-site improvements for parks and trails, sanitary sewer service, water service, storm water management and roadways; and (2) is specifically designated, by mutual intent of the Parties as evidenced in writing, as the “Phasing Plan for the Lompa Ranch North Specific Plan” for inclusion in the Handbook. Developer understands and hereby expressly agrees that upon inclusion of the Phasing Plan into the Handbook, the Phasing Plan may never be superseded, amended or modified by the terms of this Agreement, and that the Phasing Plan is a document which, as an integrated provision of the Handbook, is exclusively particular to the Handbook and therefore may only be amended or modified upon amendment or modification of the Handbook.

Any of the final maps, development or improvement plans undertaken by Developer may proceed concurrently with subsequent project review and approvals to expedite the time frames for approval and recording. Nothing herein shall restrict the overlapping of phasing and concurrent developments or a change in the development phasing sequence so long as the terms of this Agreement are adhered to.

2.2 TERM OF AGREEMENT. This Agreement shall be effective upon the date that a fully executed original of this Agreement is recorded in the Carson City Clerk-Recorder’s office (“**Effective Date**”). This Agreement, adopted pursuant to CCMC 17.08, requires that the development of the Plan Area be diligently pursued and that the approvals referenced above (if no extension is granted) shall expire if construction of site improvements as described in the Phasing Plan have not commenced by March 16, 2021. If construction of such site improvements have

commenced by March 16, 2021, this Agreement shall automatically extend indefinitely and remain in full force and effect unless terminated or amended by mutual agreement of the City and Developer, or successors or assigns as provided in this Agreement, for the portions of the property for which the termination or amendment of this Agreement is applicable.

2.3 FINAL MAP FINANCIAL ASSURANCES. The approval of each anticipated final map of the Project and the Plan Area shall require a performance bond, or other security approved by CCMC or the Board to ensure completion of all or any portion of the public improvements associated with said final map equal to one hundred and fifty percent (150%) of the approved engineer's cost estimate, together with an appraisal of the subject property prepared by a Member of the Appraisal Institute (MAI) appraiser, a title report and a policy of title insurance issued by a person authorized to issue title insurance under NRS Chapter 692A. Developer, at its discretion and option and except as otherwise provided in this Agreement, may install any such public improvements associated with any final map prior to the map's recordation in lieu of posting such security. Improvements associated with any Conditional Letter of Map Revision from the Federal Emergency Management Agency of the U.S. Department of Homeland Security for required floodplain improvements must be constructed and may not be secured for in lieu of construction. Any assurance provided shall be periodically reduced in accordance with City approval such that the entire assurance will be exonerated on final completion of improvement construction, except for a ten percent (10%) retention in accordance with CCMC 17.11.015.

2.4 FURTHER COVENANTS. Notwithstanding any other provision of this Agreement, the City shall not require any payments, contributions, economic concessions, or other conditions for approvals, contemplated within or by this Agreement other than as provided herein, or as otherwise provided in the Existing Approvals. Nothing set forth in this paragraph is to be construed to prohibit the City from imposing any of its standard permit fees.

2.5 FIRE PROTECTION AND MITIGATION FEES. The Carson City Fire Department currently services the Lompa Ranch North area from Fire Station #51 located on Stewart Street. As development occurs within the Project boundary and surrounding area(s), an additional facility

and/or equipment may be needed in order to ensure adequate levels of service for new development. As such, the following standards are included within the Plan Area and incorporated herein to this Agreement:

A. As individual projects and subdivisions are submitted, the Carson City Fire Department shall review development plans in context with existing service limitations to ensure adequate levels of service are maintained.

B. The Carson City Fire Department has the ability to condition projects to ensure adequate levels of service are maintained for the Plan Area. Such conditions include requiring fire sprinklers for new homes, inclusion of fire resistant building materials, requiring upgrades to existing equipment or purchase of new equipment, etc.

C. In order to assist in funding new fire facilities within the area (i.e. fire station), individual builders within the Plan Area shall work with the Carson City Fire Department to participate in a program implemented by the City which provides funds (to be paid at time of building permit) that are dedicated to fire improvements. In the absence of a City-wide impact fee program at the time of building permit submittal, fees shall be as follows for the Plan Area:

- i. \$1000 per dwelling unit in single family or multi-family residential development.
- ii. \$1 per square foot of business, industrial, commercial or lodging facilities.

The Board reserves the right to use this fee to offset the cost to the City of other facilities that is incurred as a result of the impacts of the proposed development.

D. In lieu of and as an alternative to the fire fee, it may be possible for individual builders within the Plan Area to work with the Carson City Fire Department to determine if other mitigation measures may be available. Such measures could include, but are not limited to, providing improvements such as paving, utility extensions, etc. along with construction of new facilities, etc. These improvements shall be credited back to any applicable fire fee. This shall be reviewed on a case by case basis dependent on current Fire Department needs and demands.

E. This Plan Area shall not exempt development from any non-fire protection-related impact fee program adopted post-approval of this Agreement.

2.6 SCHOOLS. The following standards have been developed in conjunction with the Carson City School District:

A. A new elementary school site (minimum of 10 acres) shall be reserved within Lompa Ranch North to meet future enrollments needs.

B. The elementary school site shall be made available prior to the issuance of the 700th residential certificate of occupancy.

C. Generally, the 10-acre elementary school site should be located on the west side of Interstate 580, central to the project site near the current terminus of Robinson Street.

D. All residential development within the Plan Area shall be required to provide estimated student enrollment projections to the Carson City School District for review.

E. The Developer shall work with the School District to participate in the School Facilities Master Plan Update process to ensure that needs identified within the Plan Area boundary are addressed.

2.7 RESIDENTIAL CONSTRUCTION TAX. Developer agrees that the City is authorized by Nevada law to impose a residential construction tax ("RCT") pursuant to NRS 278.4983 and 278.4985 for the purpose of raising revenue to provide neighborhood parks and facilities for parks that are necessary or desirable as the result of the Project. Developer shall cooperate with the City and enter into a mutually acceptable RCT agreement, separate from this Agreement, for the design, construction and dedication to the City of lands for public parks and trails. Such an RCT agreement must include, at a minimum:

A. Provisions for the reimbursement, when appropriate, to Developer of collected RCT upon the successful completion and acceptance of park improvements made in accordance with NRS Chapter 278; and

B. A requirement establishing that Developer, at its sole expense, must design and construct to standards acceptable to the City any trails, parks and related improvements, including, without limitation, related facilities, as set forth in the Handbook.

2.7.1 MAINTENANCE OF PARKS AND PUBLIC AREAS WITHIN THE PLAN AREA. Developer shall establish a maintenance or similar association for the perpetual funding of costs and expenses associated with the maintenance and general upkeep of all parks and public areas within the Project and Plan Area to standards acceptable to the City, including, without limitation, related facilities. Developer agrees such maintenance and general upkeep is intended to be an ongoing duty of Developer and any of its successors or assigns, and that this duty must be expressly stated in: (1) the covenants, conditions and restrictions that are created for the Project and Plan Area; and (2) a mutually acceptable maintenance agreement, separate from this Agreement, between Developer and the City. Such a maintenance agreement must include, at a minimum:

A. Standards for maintenance, including, without limitation, standards for plant health, trails, mitigation of noxious and invasive weeds, litter control, park infrastructure, safety inspections and park equipment;

B. Provisions for park improvements, infrastructure preservation and modifications to park lands; and

C. Provisions for maintenance and general upkeep of all public areas within the Project and Plan Area.

2.8 MUTUAL COOPERATION. The City shall, in accordance with this Agreement, cooperate with Developer for Developer to obtain all necessary approvals, permits or to meet other requirements which are or may be necessary to implement PHASE 1 and the Plan Area approval as provided for in this Agreement. Nothing contained in this paragraph, however, shall require the City or its employees to function on behalf of Developer nor shall this Agreement be construed as an implicit pre-approval of any further actions required by the City.

2.9 NON-PARTICIPATION BY ONE (1) OR MORE PARTY. If one or more Phase Developers chooses not to participate in this Agreement, either voluntarily or by non-action, only the

parcels owned by the non-participating Phase Developer will be removed from the Plan Area but only upon mutual agreement of the City and the non-participating Phase Developer, for the portions of the Project for which the termination of this Agreement is applicable. All remaining Phases will continue to be subject to the Existing Approvals, as set forth herein. Developer and the City agree that so long as a Phase Developer performs all obligations under the Existing Approvals in accordance with the Existing Rules, as they relate to its respective Phase, that Phase Developer will not be prohibited from pulling building permits and developing its Phase regardless of the status of the other Phases.

III.

DEFAULTS, REMEDIES, TERMINATION

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

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

Following consideration of the facts and evidence presented in the public hearing, either Party alleging the default by the other Party may give written notice of termination of this Agreement to the other Party, provided that such termination shall be subject to the terms and conditions of Section 2.9 above.

Evidence of default may also arise in the course of periodic review of this Agreement. If either Party determines that the other Party is in default following the completion of the normal periodic review, said Party may give written notice of termination of this Agreement as set forth in this section, specifying in the notice the alleged nature of the default, and potential actions to cure said default where appropriate. If the alleged default is not cured within sixty (60) days or within such longer period specified in the notice, or if the defaulting Party waives its right to cure such alleged default, this Agreement shall be deemed terminated, provided that such termination shall be subject to the terms and conditions of Section 2.9 above.

It is hereby acknowledged and agreed that any portion of the Project or Plan Area which is the subject of a final map shall not be affected by or jeopardized in any respect by any subsequent default affecting the Project or the Plan Area. In the event the City fails to accept, review, approve or issue necessary permits or entitlements for use in a reasonably timely fashion as defined by this Agreement, or as otherwise agreed to in writing by the Parties, the City agrees that Developer shall be free to exercise any legal or equitable remedies available to Developer under the laws of the State of Nevada, and shall not be obligated to proceed with or complete the Project or the Plan Area, or any Phase thereof, nor shall resulting delays in Developer's performance constitute grounds for termination or cancellation of this Agreement.

3.2 ENFORCED DELAY, EXTENSION OF TIME OF PERFORMANCE. In addition to the specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to the City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon. In addition to any other rights or remedies, either Party may institute legal action to

cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. The City shall not be held liable to Developer for consequential, exemplary, incidental, or punitive damages as a result of its failure to review or approve permits and entitlements in a timely manner. The City will not waive, and instead intends to assert, all available defenses under NRS Chapter 41 to limit liability as a political subdivision of the State of Nevada. Developer expressly agrees that the City is under no legal or equitable obligation to enter into this Agreement and that the City elects to be party to this Agreement as a discretionary act in furtherance of its governmental policies relating to the development of housing within Carson City.

IV.

PRIVILEGE TO DEVELOP

Unless otherwise modified with this Agreement, or with future modifications to this Agreement, Developer agrees to develop the Project in compliance with the Existing Rules and Existing Approvals. During the term of this Agreement, the rules, regulations, ordinances, management, timing and phasing of development, density, permitted uses, growth, management, timing and phasing of development, environmental considerations, design criteria, and construction standards applicable to the Project shall be solely the Existing Rules, subject only to the following:

(a) Subsequently Enacted Rules. The City may apply rules, regulations, ordinances, laws, and official policies to the Project that are promulgated or enacted by the City after the Effective Date, provided that such subsequent rules, regulations, ordinances, laws, or policies do not prevent the development, construction, design or use of the Project as would otherwise be allowed under the Existing Approvals and the Existing Rules.

(b) City Fees. This Agreement does not prohibit the City from charging any fee with respect to the Project that is already in effect on the Effective Date or which is adopted or increased by the City after the Effective Date if: (1) the City agrees to impose such a fee in a consistent manner on all those served by the infrastructure or service to which the fee relates; ; and (2) in no event the fees set forth in Sections 2.5 and 2.6 of this Agreement are increased during the term of

this Agreement. Developer hereby reserves the right to challenge, protest and oppose the imposition of any such existing, new, or increased fees to the fullest extent permitted by law.

(c) Limitation on Development Exactions. Except as expressly provided in this Agreement or the Existing Approvals, the City may not, for the purpose of mitigating an adverse impact on Carson City created by development unrelated to the Project, impose upon Developer any requirement for dedication of land, construction or improvement of public facilities, payment of fees, or making of any other contribution. The City may include the Project in any assessment or other district formed by or on behalf of the City as may be deemed necessary by the City, subject to the provisions of this this Agreement, the Existing Rules and Existing Approvals. Developer agrees that a covenant to run with each parcel within the Project and Plan Area is hereby created, and that this covenant must be further incorporated into every deed for each parcel before any sale or conveyance, for the purpose of: (1) expressly consenting to the creation of a maintenance district or other similar instrument by the City to maintain lands and amenities within the Project and Plan Area if the homeowners' or other maintenance association established by Developer ceases to exist or if such maintenance otherwise becomes necessary, as deemed by the City; and (2) expressly consenting to the imposition of assessments in the amount and frequency as may be required in the event such a maintenance district or other similar instrument is created by the City.

V.

MISCELLANEOUS

4.1 EXISTING APPROVALS AND EXISTING RULES. The development of the Plan Area must comply with all Existing Approvals and Existing Rules in accordance with Section IV of this Agreement. All Phase final maps must comply with and be recorded in accordance with the Existing Rules and Existing Approvals. The development of the Project must at all times proceed in accordance with the objectives of Title 17 of CCMC. If any provision of this Agreement is deemed by mutual consent of the Parties or a court of competent jurisdiction to be in conflict with the Conditions of Approval, the Conditions of Approval prevail.

4.2 APPLICABLE LAW AND ATTORNEYS' FEES. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. If any legal action is brought by either Party relating to this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court.

4.3 SUCCESSORS AND ASSIGNS. The Parties hereto agree that the terms and conditions of this Agreement shall bind and inure to the benefits of the Parties' successors and assigns.

4.4 ENTIRE AGREEMENT. This Agreement, including all Exhibits incorporated herein, constitute the entire understanding between the Parties with respect to the subject matter hereof, and supersedes all other agreements, written or oral, between the Parties with respect to such subject matter.

4.5 HOLD HARMLESS AND INDEMNIFICATION. Developer hereby agrees to, and shall hold the City, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims for property damage which may arise from or relate to the negligence or misconduct of Developer or Developer's contractors, subcontractors, agents, or employees under this Agreement, as well as any such damage or injury to the extent caused by or arising as a result of Developer's breach of this Agreement. Developer agrees to, and shall defend the City, its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused or alleged to have been caused by reason of the aforesaid negligence, misconduct or breach. The foregoing Indemnity does not apply to: (1) the actions of the City or its elective and appointive boards, commissions, officers, agents or employees; or (2) Developer's failure to commence development of the Project.

4.6 PROJECT AS PRIVATE UNDERTAKING. It is specifically understood and agreed by and between the Parties hereto that the Project and Plan Area is a private development and no partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and Developer is that of a government entity regulating the

development of private property within the parameters of applicable law and the owner of such private property.

4.7 FURTHER ASSURANCES. In the event of any legal action instituted by any third party or other government entity or official challenging this Agreement, the City and Developer shall cooperate and use their best efforts in defending any such action. The Parties hereby agree to perform, execute and deliver, or cause to be performed, executed and delivered, any and all such further actions or documents as may be reasonably required in order to consummate fully the transactions contemplated hereunder.

4.8 COMPLIANCE WITH NRS 278.0201. The City and Developer hereby acknowledge and agree to the following in connection with NRS 278.0201 and the applicable provisions of CCMC:

(a) The land to which this Agreement applies is the Project, and Developer has a legal interest therein by virtue of its fee ownership of the Project;

(b) This Agreement shall be in effect during the term of this Agreement; and

(c) The permitted uses on the Project, the density or intensity of its use, the maximum height and size of the proposed buildings allowed thereon, and any provisions for the dedication of any portion of the Project for public use are as set forth in the Existing Approvals and the Existing Rules.

4.9 AMENDMENTS.

(a) Generally. Except as set forth in Section 4.9(b) below, this Agreement shall not be amended, in whole or in part, except by a joint written agreement of Developer and the City adopted in accordance with NRS 278.0201 through 278.0207, inclusive, and applicable provisions of the Existing Rules.

(b) Unilateral Amendment by the City. As provided in NRS 278.0205, the City is authorized under state law to unilaterally amend or cancel, in whole or in part, this Agreement without consent of Developer if the City undertakes a periodic review of the Project at least once every 24 months and makes certain findings as required by NRS 278.0205. Such a unilateral

amendment or cancellation pursuant to NRS 278.0205 must also be made in accordance with the notice and hearing requirements set forth in NRS 278.02053.

4.10 Notices. All written notices or demands of any kind which either Party hereto may be required or may desire to serve on the other in connection with this Agreement must be served by personal service, by registered or certified mail, recognized overnight courier service or facsimile transmission. Any such notice or demand so to be served by registered or certified mail, recognized overnight courier service or facsimile transmission must be delivered with all applicable delivery charges thereon fully prepaid and, if the Party so to be served is Developer, addressed to Developer as follows:

Blackstone Development Group
6262 N. Swan Rd., Ste. 120
Tucson, AZ 85718
Telephone No.: ()
Fax No.: ()

and, if the party so to be served is the City, addressed to the City as follows:

Carson City Planning Division
108 E. Proctor Street
Carson City, NV 89701
Telephone No.: (775) 887-2180
Fax No.: (775) 887-2278
Email: planning@carson.org

Service of any such notice or demand so made by personal delivery, registered or certified mail, recognized overnight courier or facsimile transmission shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or, as to facsimile transmissions, by "answer back confirmation" (provided that a copy of such notice or demand is delivered by any of the other methods provided above within one (1) business day following receipt of such facsimile transmission), as applicable, or at the expiration of the third (3rd) business day after the date of dispatch, whichever is earlier in time. Either Party hereto may from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

4.11 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4.12 SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Effective this __ day of _____, 2017.

EXHIBITS:

- A. Lompa Ranch North Specific Plan Area (Plan Area) Vicinity Map

DEVELOPER:

CARSON CITY:

CARSON CITY, a consolidated municipality

MYERS FAMILY EXEMPT TRUST

By: _____
Joshua Myers
Trustee

By: _____
ROBERT CROWELL
Mayor

THE ARRAIZ FAMILY 1993 TR 10/18/93

By: _____
Print Name:

RD LOMPA LLC, a Nevada limited liability company

By: _____
Print Name:

Chapter 4 Phasing Plan

4.1 Parks, Open Space, and Trails

4.1.1 Trails and Pathways

The trails within Lompa Ranch North are part of a network of trails and sidewalks throughout the community consistent with the Appendix 2.2, “Unified Pathways Master Plan” as well as the Lompa Ranch SPA. The trails and pathways are depicted in Appendix 2.1, “Lompa Ranch North SPA - Trail Phasing Plan”. The Phasing Plan shall ensure that as each respective project phase is developed, non-vehicular connectivity to existing and proposed internal and regional components of the area are maintained and there is continued walkability within the community to commercial, recreational, employment and public activities.

All multi-use paths will be design and constructed to a 10-foot wide (minimum) AASHTO standard concrete “off-street/paved/shared” multi-use path with an adjacent 3-foot wide decomposed granite path. The multi-use paths will include landscaping with a variety of the trees (either evergreen or deciduous) that will be planted at a rate of 1 tree per 50 lineal feet (tree groupings are acceptable with a minimum of 4 shrubs per tree). Path amenities include but are not limited to park benches/seating area (per 1000 lineal feet of trail along the path), pet waste stations/trash cans, signage depicting direction and trail distance.

The Developer shall enter into a Developer Agreement with Carson City (the “Developer Agreement”). This agreement will include terms and conditions for the funding of the design, construction and dedication of park, recreation and path facilities within the Lompa Ranch North SPA. The agreement will outline Carson City’s process of the Residential Construction Tax (“RCT”) compliant with Carson City Municipal Code (“CCMC”) 15.60. The Developer Agreement must be considered and approved by the Board of Supervisors prior to recording the Final Map.

4.1.1.1 Phased Trails and Pathways Installation and Triggers.

Reference Appendix X, “Trails, Paths and Parks - Triggers” for a matrix of proposed geographical areas and unit count/triggers for planning and construction of trails and paths.

4.1.1.1.1 Trail and Pathway A, “North/South Trail”.

A path shall be constructed along the spine road, north/south route connecting 5th St to the northern boundary of the Lompa Ranch SPA. The

trail shall be consistent with the “off-street/paved/shared” Unified Pathways Master Plan design parameters and connect to the park and recreational facilities of the community. The spine road shall be constructed as full street improvements, to Carson City standards and engineering requirements, including the construction of “on-street bike lanes” and concrete “off-street/shared/paved” multi-use paths. The path along the spine road will be constructed on the road’s east side. If the right-of-way is acquired for Gold Dust Way, the “off-street/shared/paved” multi-use path shall taper down, connect to the existing sidewalk and provide pedestrian connectivity to William St from the spine road.

Trigger. Construction of the North/South Trail shall be concurrent with roadway construction. Pursuant to the aforementioned provision, when the park is constructed, connectivity shall be provided with each development.

4.1.1.1.2 Trail and Pathway B, “5th St Trail”.

A trail consistent with the “off-street/paved/shared” Unified Pathways Master Plan design parameters shall be constructed along 5th St, east of Lompa Ranch Blvd and connected to the existing “off-street/paved/multi-use” trail just west of Interstate 580. Via the proposed 5th St Trail, there shall be connectivity from the 10-acre community park on the west side to the 3- acre east side community park on the east side. The 5th St Trail shall also connect to the North/South Trail. The developer shall obtain encroachment permits from the Nevada Department of Transportation that includes an easement to the City for a public access.

Trigger. Construction of the 5th St Trail shall be in concurrent with improvements along 5th Street, scheduled to occur at the time the spine road is connected to 5th Street.

4.1.1.1.3 Trail and Pathway C, “Robinson Street Trail”.

A trail consistent with the “off-street/paved/shared” Unified Pathways Master Plan design parameters shall be constructed along the Robinson Street Alignment in accordance, west of Lompa Ranch Blvd with connectivity to the park situated on the west side of Interstate 580. Robinson Street shall be constructed as full street improvements, to Carson City standards and engineering requirements, including the construction of “on-street bike lanes” and concrete “off-

street/shared/paved” multi-use paths. The path along Robinson Street will be constructed on the road’s south side.

Trigger. Construction of the Robinson St Trail shall be in conjunction with road construction. The Robinson Street Trail as depicted herein shall provide the east-west connectivity west of Interstate 580 in lieu of the trail shown approximately 500 feet north of on the Unified Pathways Master Plan.

4.1.1.2 On-Going Measures to Assess if Phased Development Provides Trails and Pathways Consistent with the Lompa Ranch SPA and Unified Pathways Master Plan.

As the development’s phases are implemented, the plans will be submitted for review by Carson City. The applicant shall be required to demonstrate pedestrian connectivity between the neighborhood parks, “off-street/paved/shared” multi-use paths and sidewalks. This shall be done to the satisfaction of the Parks, Recreation and Open Space Department.

All “off-street/paved/shared” multi-use paths and sidewalks will conform to the standards and policies outlined in the Carson City Unified Pathways Master Plan adopted April 6, 2006 (as revised March 15, 2007) and as amended in the future. At the time of acceptance of the trails, the request for acceptance shall include an Operations and Maintenance Manual for review and approval by the Parks, Recreation, and Open Space Director

There will be adequate pedestrian connectivity, throughout the development that provides convenient and logical access to the neighborhood parks and paths and enhances the overall sidewalk network within the development.

4.1.3 Parks

Lompa Ranch SPA provides for future park facilities consistent with Carson City parks and recreation master plan element. Areas designated for proposed parks are shown in Appendix 1.2, “Lompa Ranch North SPA - Development and Infrastructure Phasing Plan” and Appendix 1.3, “Lompa Ranch North SPA - Concept Plan”. The Phasing Plan and directives below ensure park and recreations facilities are planned and designed within parameters which are safe, are of a lasting quality, creates an enjoyable environment and provides for ease of maintenance.

4.1.3.1 Phased Park Installation and Triggers.

prior to the issuance of the building permit for the 750th residential unit on the west side of Interstate 580, a minimum 10-acre community park as shown in Appendix 1.2 and 1.3 shall be constructed, accepted and land dedicated to Carson City. Furthermore, prior to the issuance of the building permit for the 250th residential unit on the east side of Interstate 580, a minimum 3-acre neighborhood park as shown in Appendix 1.2 and 1.3 shall be constructed, accepted and land dedicated to Carson City.

4.1.3.1.1 Design, Construction and Dedication of a Park in Lieu of Collection Residential Construction Tax.

Prior to issuance of any development permits or approval of final maps, the applicant will enter into a Developer Agreement with Carson City. This agreement will include terms and conditions for the funding of the design, construction, and dedication of park, recreation and path facilities within the Lompa Ranch North Specific Plan area. The agreement will outline the City's process for the collection and distribution of Residential Construction Tax (RCT) compliant with CCMC 15.60.

4.1.3.1.2 10 Acre Park (West).

Reference Appendix 2.3 for a matrix of triggers and unit counts that shall dictate construction of the park between Phase B1 and B2. Planning for the park will commence with the completion of a conceptual site plan no later the issuance of the building permit for the 400th residential unit. The planning process and public meetings shall be coordinated through and agreed upon by the Carson City Parks, Recreation and Open Space Department.

The Developer, at its expense, will design the park. The design will incorporate a universally accessible playground, compliant with the Americans with Disability Act, and be consistent with the department's guidelines and development standards, including water conservation design elements. The design process will be coordinated with the Parks, Recreation and Open Space Department and include consideration by the Carson City Parks and Recreation Commission. The Developer will provide safe pedestrian crossing from the 10-acre community park to the "off-street/paved/shared" multi-use trails on the south side of Robinson St. at the time the roundabout is constructed. The "off-street/paved/shared" multi-use trail on the south side of Robinson St and the east side of the spine road shall also provide safe pedestrian crossing to the elementary school site, assuring connectivity throughout the development.

At the expense of the developer, the park will be constructed, accepted, and the land dedicated to the City prior to the issuance of the building

permit for the 750th residential unit on the west side on Interstate 580. Upon successful completion, final project acceptance of said work will be done to the satisfaction of the City, through its Parks, Recreation and Open Space Department.

4.1.3.1.3 3 Acre Park (East).

Reference **Appendix 2.3** for a matrix of triggers and unit counts that shall dictate construction of the park between Phase D1 and D2. Planning for the park will commence with the completion of a conceptual site plan no later the issuance of the building permit for the 100th residential unit subject to review, approval and execution of agreed upon terms and conditions memorialized in the Developer Agreement. The planning process and public meetings shall be coordinated through and agreed upon by the Carson City Parks, Recreation and Open Space Department.

The Developer, at its expense, will design the park. The design will incorporate a universally accessible playground, compliant with the Americans with Disability Act, and be consistent with the department's guidelines and development standards, including water conservation design elements. The design process will be coordinated with the Parks, Recreation and Open Space Department and include consideration by the Carson City Parks and Recreation Commission.

At the expense of the developer, the park will be constructed, accepted, and the land dedicated to the City prior to the issuance of the building permit for the 250th residential unit on the east side on Interstate 580. Upon successful completion, final project acceptance of said work will be done to the satisfaction of the City, through its Parks, Recreation and Open Space Department.

2.2.1.4 Triggers for Shared-Use Trail Along Robinson Street and Spine Road. Reference Appendix 2.3 for a matrix of triggers and unit counts that addresses the timing for the construction of the “off-site/shared/paved” multi-use trail along Robinson St and Lompa Ranch Blvd Rd.

4.1.3.2 On-Going Measures to Assess if Phased Development Provides Recreational Facilities Consistent with the Lompa Ranch SPA and Goals of the Parks and Recreation Department.

Proposed park facilities shall be coordinated through, encourage community input and agreed upon as well as approved by the Parks and Recreation Department. Park facilities shall have access to the overall trail

and pathway network within the SPA area. Park design shall be consistent with Carson City Parks and Recreation Department guidelines and standards, including water conservation design elements.

4.1.3.2.1 Operation and Maintenance of Park, Recreation and Path Facilities.

Prior to the issuance of the first development permit or approval of a final map, a private Home Owner's Association (HOA) or similar instrument will be established for the Lompa Ranch North Specific Plan area to provide for the operations and maintenance of all park, recreation and path facilities. Operation and maintenance standards for these facilities will be established by the City. The operation and maintenance standards will include policies regarding replacement and repair of equipment and facilities. The applicant will draft an Operations and Maintenance agreement for the Board of Supervisor's consideration and approval no later than issuance of the building permit for the 200th residential unit for the east side and 650 for the west side.

4.1.3.2.2 Maintenance of Common Areas.

Prior to issuance of the first development permit or approval of the final map, a private HOA or similar instrument will be formed to provide 100% funding and maintenance for all the following areas in perpetuity: Common landscape and open space areas, buffer areas between the development and neighborhoods, landscaping associated with the development's path system, landscape medians, street corridors, non-public recreation facilities/amenities, detention basins, and drainage channels. The maintenance and funding shall be addressed in the developer agreement to the satisfaction of the Board of Supervisors. Common area maintenance shall include at a minimum, but not limited to the following:

- Debris, Weed and Litter Removal
- Noxious and Invasive Weed Management, Including Fire Prevention
- Care and Replacement of Plant Material
- Plant Material Irrigation and Irrigation System Repair

Additionally, prior to the issuance of a development permit or approval of the final map, a recorded covenant or deed restriction will be placed on all properties within the Lompa Ranch SPA to ensure maintenance of these amenities is funded in perpetuity. The restrictions will provide that should HOA ever cease to exist or becomes inactive; an assessment will then be implemented by the City via a Landscape Maintenance District (LMD) per the Carson City Municipal Code at the time of initiation to provide for the maintenance and upkeep of the public improvements.

4.2 Sanitary Sewer

The forecasted wastewater demand pursuant to land uses shown in Appendix 1.3, “Lompa Ranch North SPA - Concept Plan”. A schematic layout for the sanitary sewer system main lines within the proposed collector and arterial roadway network is depicted in Appendix 1.2, “Lompa Ranch North SPA - Development and Infrastructure Phasing Plan” and Appendix 3.1, “Lompa Ranch North SPA - Sanitary Sewer and Water System Phasing Plan”. The Phasing Plan has been provided to ensure that for each respective phase of development, sanitary sewer mains shall be installed, and oversized for capacity to service the community full build-out. Hence, mitigating unnecessary upgrade of installed infrastructure as each respective phase of development is completed. Pursuant to the requirements of the Lompa Ranch SPA, a description and boundary of each phase as well as the estimated wastewater demand for each phase is provided as Appendix 3.2, “Lompa Ranch Phasing Plan – Estimated Wastewater Demand”.

4.2.1 Phased Sewer Service Installation and Triggers.

Public sanitary sewers shall be installed along the full frontage(s) of all sides of the project phase adjacent to the public right-of-way as schematically shown in Appendix 3.1, “Lompa Ranch North - Sanitary Sewer and Water System Phasing Plan”. Sewers shall be sized in accordance with ultimate hydraulic requirements of the project phase and capacity required at full build-out of the Specific Plan Area. The wastewater demand, sanitary sewer pipe sizing installation and analyses is further detailed in the “Sanitary Sewer Feasibility Master Study – Lompa Ranch North SPA”, included as **Appendix 3.4**.

4.2.1.1 Sanitary Sewer Main Data.

A concept sanitary sewer master plan has been provided as Appendix 3.3, “Sanitary Sewer Phasing Plan Matrix – Triggers, POCs and Rim/Invert Elevation”. The Sewer Feasibility Study established wastewater demands pursuant to proposed land use designations and density.

Appendix 3.1 and 3.3 have incorporated the following data in the plan and matrix:

- Point-of-Connection (“POC”)
- Size of Proposed Sewer Mains
- Invert Elevation, Rim Elevation and Depth of Cover at Proposed POCs
- Sanitary Sewer Main Slopes

4.2.1.2 Additional Sewer Requirements.

Cast in place manholes will not be allowed, regardless of depth of new sewer mains. Riser depths must meet Carson City Standard Details. To accommodate minimum standards, precast manholes with 8” pipes shall be at least 4'-4" from finish grade to invert.

4.2.1.3 On-Going Measures to Assess if Phased Development Provides Sanitary Sewer Infrastructure Adequate for Full Build-Out of the Community.

Beyond the general schematic, Appendix 3.1 provided in the Phasing Plan, the Master Utility Study shall be updated as required pursuant to further utility analyses for each respective development to assure that the proposed demand and infrastructure shall adequately service the future full build-out, as well as validate the adequacy of downstream facilities.

4.3 WATER

A schematic water main system layout within the proposed collector and arterial roadway network is shown in Appendix 1.2, “Lompa Ranch North SPA - Development and Infrastructure Phasing Plan” and Appendix 1.3, “Lompa Ranch North SPA - Sanitary Sewer and Water System Phasing Plan”. The Phasing Plan has been provided to ensure that for each respective phase of development, maximum day, peak hour and maximum day plus fire flow pressures shall be provided to service the proposed phase as well as full build-out of the project. Pursuant to the requirements of the Lompa Ranch SPA, a description and boundary of each phase as well as the estimated water demand for each phase is provided as **Appendix 4.3**, “Lompa Ranch Phasing Plan

Estimated Water Demand”. The water demand, conceptual layout, pipe sizing and water network analysis is further detailed in the “Water Feasibility Master Study – Lompa Ranch North SPA”, included as Appendix 4.4.

4.3.1 Phased Water Service Installation and Triggers.

Each development shall provide water along full frontage(s) of each respective property pursuant to Appendix 4.1, “Lompa Ranch North SPA – Sanitary Sewer and Water System Phasing Plan”, as well as a stub for future connection to service the adjacent property. Water mains shall be sized in accordance with ultimate hydraulic requirements of the project phase and capacity required at full build-out. The domestic water and fire flow demand, water main sizing and analyses are detailed in the Master Utility Study, incorporated herein as a reference for phased utility infrastructure.

4.3.2 Dual Water Connections (Each Phase) for a Looped System.

The overall utility plan, Appendix 4.1 and Appendix 4.3, “Water Phasing Plan Matrix – Triggers and POCs” designates 2 connection points for each geographical phase. The matrix provides the following:

- Connection Designated as Existing or Proposed Water Main
- Size of Existing and/or Proposed Water Main Connection
- Location of Water Main (i.e. Alignment in Right-of-Way or Easement)

- Designation of 2 Connection Points for Each Phase
- A Revised Alignment and Connection Point to the North (Williams Street)
- Any Previously Proposed Parallel Water Mains are Shown as One Single Water Main and Looping Maintained

4.3.3 Designation of 3 Connection Points to Existing 24” Water Main.
Reference Appendix 4.4.

Pursuant to Doc #414955, the concept utility plan and map provided is limited to only 3 taps total to the existing 24” water main traversing the property (east-west). One tap from Phase A1 (west of Interstate 580), a second tap on Lompa Ranch Blvd near the intersection of Robinson Road and Lompa Ranch Blvd (west of I-580) and a third tap on Phase D3 (east of Interstate 580).

4.3.4 Services off a Water Main.

No water main shall have more than 15 services without looping. Any single phase on a water main must have looping.

4.3.5 Water Sampling Stations.

Water sampling hydrants will be installed in locations determined by Carson City Public Works. Locations will be identified at the time of construction plan review.

4.3.6 On-Going Measures to Assess if Phase Development Provides Domestic and Fire Waterline Infrastructure Adequate for Full Build-Out of the Community.

If the property is to be developed in phases, it is necessary to demonstrate that each phase of construction meets the minimum pressure requirements; otherwise additional looping and/or increased pipe sizes may be required. Each development shall require a utility analysis to assure that the proposed demand and infrastructure shall adequately service the project as well as assure that the downstream facilities are adequate to for the study.

4.4 Storm Water Management

Reference Appendix 5.1, “Lompa Ranch North SPA - Storm Water Management (Open Channels)”. The channels have been incorporated to Appendix 1.2, “Lompa Ranch North SPA - Development and Infrastructure Phasing Plan”. The open channels have been designed to accommodate the existing off-site storm water discharge as well as on-site storm water

pursuant to the ultimate developed condition at the full build-out of project. Pursuant to the requirements of the Lompa Ranch SPA, a complete description of all phasing, geographical boundaries of each phase, a description of the proposed development for each phase, and the estimated storm water runoff imposed by each phase is further detailed in Appendix 5.2, “Drainage Study Master Plan – Lompa Ranch North Specific Plan Area (SPA)”, Kimley Horn and Associates, March 1, 2017 (Version 2).

4.4.1 Drainage Improvements Phasing and Triggers.

Proposed open channel drainage facility improvements on Robinson Street or Ash Canyon Channel (ACC), Saliman Road and 5th Street or King’s Canyon Channel (KCC) and Vicee Canyon Channel (VCC) have been designed to accommodate off-site storm water flows from the 100-year storm event. Reference Appendix 5.1. The drainage facilities in Appendix 5.1 will be installed with development of the first phase of the project as presented in Appendix 1.2, “Lompa Ranch North SPA - Development and Infrastructure Phasing Plan”. Channelized flows will create concentrated discharge conditions that will also require transitional drainage facilities to assure existing drainage patterns and flow velocities for downstream tributary properties are not altered by the open channels constructed with the first phase of development. The multi-family and commercial phases of the development will include the design of detention ponds to detain post-development peak flows to pre-development levels for the 100-year storm event.

4.4.1.1 Open Channel Drainage Facilities.

Open channels shall meet the following criteria:

- 4.4.1.1.1 Provide sufficient access for Carson City maintenance equipment along the full length, with access points space out no more than every 660 feet. Robinson St, Lompa Ranch Blvd, East 5th St and North Saliman Rd are not to be considered part of this access.
- 4.4.1.1.2 All flood channels and associated access must be on separate parcels to be dedicated to Carson City. Maintenance of these lands to be funded through a maintenance district or similar instrument, to be established prior to Final Map approval.
- 4.4.1.1.3 Any crossings of open channels shall meet a 100-year flow capacity plus 18-inches of freeboard and must be a clear opening, no multi-barrel pipes.
- 4.4.1.1.4 The minimum clear space between the top edge of ACC and the 24-water main is to be 10-feet.
- 4.4.1.1.5 KCC shall be designed such that the drainage and/or any water rights associated with parcels 010-041-34 and 010-041-035 are not adversely affected.
- 4.4.1.1.6 The KCC, ACC, and VCC channels are to be installed prior to with the first development permit that is issued. There are no drainage channels proposed along the frontage of any development phases. A new Saliman Rd channel is proposed to collect runoff that is not contained with Saliman Rd and convey it down to the KCC. The ACC will also have a transition section at the beginning of the channel to capture flow that has overtopped Saliman Rd.
- 4.4.1.1.7 The irrigation diversion structure on the north side of E 5th St must be shown in the improvement plans and referenced in the technical drainage study for the subdivision.
- 4.4.1.2 The flood conveyance channels necessary for the CLOMR must be built with the first construction permits for construction in the floodplain. . A sedimentation basin must be constructed as part of these improvements at the 90 degree turn of the Vicee channel.

4.4.1.3 LID and Water Quality Facilities.

The proposed development will utilize several Low Impact Development (“LID”) practices to reduce the volume of storm water runoff and treat the runoff close to its source. The fill placed on-site will include top soil material that will provide infiltration and storage for storm water to promote infiltration and reduce runoff quantities. The vegetated swales will be designed where runoff leaves the roadway and is conveyed to the flood control channels. For example, a 20-foot wide by 100-foot long vegetated swale will be designed in the Phase A1, the 44.5 acre TM area at the end of the cul-de-sac where on-site drainage discharges from the south portion of the subdivision into the KCC. A similar swale will be designed near the Robinson Rd entrance before discharging into the ACC. Where practical, vegetated buffer strips be filter storm water runoff that flow directly into the flood control channel and swales. LID measures shall meet the Truckee Meadows Low Impact Development Manual design requirements. Multifamily residential and non-residential developments will be required to utilize LID design in managing stormwater.

DRAFT

4.4.1.4 Analysis to Validate Adequate Downstream Conditions (if Detention is not Required).

This analysis was completed and is included in the Drainage Master Plan. Runoff hydrograph from off-site drainage was estimated using the FLO-2D model previously prepared for the Southeast Carson Flood Study by Kimley-Horn and Associates. This model was used because the effective FEMA model only provides peak flows. Hydrographs for the 100-year storm from King's Canyon, Ash Canyon, and Vicee Canyon Creeks were input into the SWMM5 model used for the Drainage Master Plan. Due to the large upstream drainage area, the peak flow from the upstream watershed arrives hours after the peak flow leaving the site (See AO1, AO2, and AO3 on Figure 5 in the Drainage Master Plan).

4.4.1.4 Base Flood Elevation and Proposed Structures.

All structures must meet the Flood Protection Ordinance where the lowest floor is 2-feet above the base flood elevation of the FEMA 1% chance flood or the onsite 1% chance flood, whichever is higher.

4.4.1.5 Floodplain Storage Capacity Protection Requirements.

Drainage studies for all development phases shall demonstrate compliance with Floodplain Storage Capacity Protection requirements of CCMC 12.09.080 (9). The roadway network on the south side of the D Phases, reference Appendix 1.2, "Lompa Ranch North SPA - Development and Infrastructure Phasing Plan", shall be designed to accommodate flood plain as necessary.

4.4.1.6 Funds for Processing the Letter of Map Revision ("LOMR").

Prior to issuing any development permit in the floodplain, or approving a final map, the developer will provide funds to Carson City for processing the LOMR.

4.4.1.7 Emergency Flow Paths for the 100-Year Peak Storm.

All development phases shall provide emergency flow paths for a 100-year peak storm in accordance with development standards. Figure 13 in Appendix 5.2 shows the proposed 100-year floodplain delineation with flow directions, validating that the 100-year flow path will stay clear, free of draining and will not impact any structures.

4.4.2 On-Going Measures to Assess if Drainage Facility Improvements are Compliant w/ Carson City Master Drainage Plan and Criteria.

The proposed improvements in Appendix 5.1 shall be designed and constructed pursuant to the comprehensive drainage impact analysis prepared for the project, the Master Drainage Study. Further continued assessment to the Master

Drainage Study, concept and technical drainage studies and/or improvement plans will be required to assure first and foremost any phased development will not adversely impact the downstream properties. The primary intent is to promote and protect the health, safety and welfare of the community. Second, adequate drainage systems shall be provided pursuant to full build-out of the property to mitigate unnecessary upgrade of drainage facilities constructed with phased development with future development. And lastly, transitional storm water management facilities for each respective phase of development shall be designed, reviewed and approved to assure that existing storm water flows or drainage patterns of downstream properties are not altered as a result of phased development.

4.5 TRAFFIC IMPACTS

Current and forecasted future traffic volumes and distribution patterns have been assessed to determine interim and future build-out requirements for Lompa Ranch. The Phasing Plan will ensure that as development is phased, there is consideration for strategically constructing roadway and traffic improvements to promote public welfare and safety adequate for interim development and mitigate unnecessary upgrade of traffic improvements not planned for full build-out of the community.

4.5.1 Traffic Improvement Phasing and Triggers.

Proposed phasing of full build-out traffic improvements are enumerated and referenced in Appendix 6.1, "Lompa Ranch North SPA - Traffic Phasing Plan". A schedule of 2030 full build-out improvements is provided in Appendix 6.2, "Traffic Impact Study for Lompa Ranch West Build-Out", Traffic Works, March 9, 2017 (Update).

4.5.1.1 Geometric Improvements and Traffic Signal Optimization.

An update to the Master Traffic Study was provided, as required by Carson City, to determine the need for traffic improvements to maintain acceptable and safe traffic operations of the roadway system within and around the vicinity of the Lompa Ranch West project. Reference Appendix 6.2. Each project within the Master Traffic Study shall be responsible for providing safe roadway and pedestrian access to the project and frontage improvements. All roadway improvements shall conform to the latest editions of the [Manual on Uniform Traffic Control Devices](#) (MUTCD), the AASHTO "Green Book" and Carson City standards.

Geometric improvements and traffic signal optimization recommendations have been provided pursuant to the Master Traffic Study update, dated

March 9, 2017. The triggers have been determined from traffic analysis such as sight visibility, queueing, left & right turn storage, delay (Level-Of-Service), signal warrant, school walking route, emergency response time, intersection capacity, and other analysis such as signal timing optimization.

4.5.2 Gold Dust West Way Connection Alternative. The developer is actively seeking the Gold Dust West Way connection and believes that the required right-of-way for this connection will be obtained. In case this connection or a substitute connection cannot be made, no more than 810 building permits shall be issued in the Specific Plan Area west of Highway 580. Without the Gold Dust West Way connection, the William St/Saliman Rd intersection can accommodate approximately 65% of the total project traffic, without requiring any improvements. Reference Appendix 6.2.

4.5.3 Interim and Final Improvements Triggers.

Reference Appendix 6.2, “Traffic Impact Study for Lompa Ranch West Build-Out”, depicting triggers for interim and final improvements:

4.5.3.1 Robinson St and spine road.

A new roundabout intersection should be installed with Phase B1 or B2 or with the Park construction. (There is no interim improvement needed for this intersection.)

4.5.3.2 5th St and spine road.

All the improvements at 5th St/spine road intersection specified in the Traffic Impact Study report (exclusive outbound left and right-turn lanes from spine road, and exclusive inbound left and right-turn lanes on 5th St) will not be needed until the construction of Phase B2, (but not more than 810 housing units). There are no interim improvements at this location because this connection is not needed until Phase B2. The Side Street STOP Controlled intersection with turn lanes is adequate for all project phases north of 5th St. Other improvements will be considered with the development south of 5th St and would be constructed with that project. The developer must coordinate with the Nevada Department of Transportation regarding construction of the 5th Street / spine road intersection. Sufficient right-of-way must be provided to accommodate a roundabout and a signal at the 5th Street / spine road intersection. At the developer’s expense, the developer must install curb, gutter and sidewalk along the north side of 5th street from Saliman Road to the existing sidewalk at the I-580 overpass at the time the spine road intersects with 5th street.

4.5.3.3 Saliman Rd and Robinson St.

A need for signalizing the Saliman Rd/Robinson St intersection will be triggered when the AM peak hour bi-directional traffic volume on Robinson St, just east of Saliman Rd, exceeds 600 vehicles, 810 total residential units, or 460 housing units attributed to Robinson.

4.5.4 Updated Traffic Study.

An updated traffic study is required prior to each subdivision map to analyze existing conditions and determine the necessary improvements. The studies may cause improvements to take place sooner than the triggers in the Phasing Plan, however, they will not cause improvements to take the place later than these triggers.

4.5.5 Additional Traffic Improvements Required. Reference Appendix 6.1 for an exhibit identifying improvements below.

4.5.5.1 Robinson St and Lompa Ranch Rd shall be improved to Collector Roadway standards with bike lanes;

4.5.5.2 Robinson St and Lompa Ranch Blvd shall be constructed as full street improvements;

4.5.5.3 Airport Rd shall be improved to Collector Roadway Standards, including sidewalks along the west side;

4.5.5.4 Both Robinson St and the spine road corridors shall include “off-site/shared/paved” multi-use paths to be constructed at the time of roadway construction.;

4.5.6 Additional Required Provisions.

4.5.6.1 The Developer shall facilitate meetings with the school district to identify the type of school facility; and

4.5.6.2 Local roads will have minimum AC pavement thickness of 4 inches.

4.5.7 On-Going Measures to Assess if Phased Traffic Improvements are Compliant w/ the Master Traffic Plan & Carson City Criteria.

The proposed improvements in Appendix 6.1 shall be further quantified and validated pursuant to the comprehensive traffic analysis to be submitted and reviewed with every phase and per Carson City Development Standards 12.13.1. Updates to the Master Traffic Study shall be provided to determine if roadway upgrades/improvements are triggered. An update or traffic engineering study shall determine the transportation system improvements needed for the project and shall

comply with the Master Traffic Study and Carson City criteria.

4.5.8 Traffic Impact Study Requirements.

Traffic Impact Studies for all phases must demonstrate the following:

4.5.8.1 The segment of N Saliman Rd between E William St and E Robinson St shall have a projected level of service of C or better for year 2025. The North-South spine road must connect to E William St prior to any development that would cause a level of service worse than C for this segment of road, or at the prior to the 810 building on the west side of the Specific Plan Area,

4.5.8.2 The N Saliman Road / E William Street intersection must be analyze with any A, B or C phases. For this analysis, any movements towards or away from the southern legs of the intersection must maintain a level of service of D. The spine road must connect to E William St before approval of any phase which would cause one or more of these movements to have a level of serve worse than D. The overall intersection must maintain a level of service of D or better regardless of spine road connectivity.

Appendixes and exhibits to be finalized once text is finalized.