



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 3, 2019

Staff Contact: Jennifer Budge (jbudge@carson.org)

Agenda Title: For Possible Action: Discussion and possible action regarding a dedication of Schulz Ranch Park, APN 010-732-05, to Carson City for public recreation purposes, offered as Neighborhood Park Common Area "A" on the Final Map for Schulz Ranch Subdivision Phase 3, recorded as Map Number 2929 on November 16, 2017. (Vern Krahn, VKrahn@carson.org and Stephanie Hicks, SHicks@carson.org)

Staff Summary: As a condition of the approved Schulz Ranch Maintenance District Development Agreement, Lennar Reno, LLC was required to dedicate APN 010-732-05 to Carson City for public use as a neighborhood park located within Phase 3 of the Schulz Ranch Subdivision once improvements were constructed. A conditional notice of substantial completion was issued and final completion issued at the end of September for Schulz Ranch Park; therefore, the City is now able to accept the offer of dedication of APN 010-732-05. Staff recommends that the Board of Supervisors accept the dedication of Schulz Ranch Park from Lennar Reno, LLC.

Agenda Action: Formal Action / Motion **Time Requested:** 5 minutes

Proposed Motion

I move to accept the dedication of Schulz Ranch Park.

Board's Strategic Goal

Quality of Life

Previous Action

October 20, 2005: The Board of Supervisors unanimously approved and accepted the tentative subdivision map.

September 1, 2011: The Board of Supervisors unanimously approved a Development Agreement.

April 3, 2014: The Board of Supervisors unanimously approved a Development Agreement Amendment.

August 7, 2014: The Board of Supervisors approved the Final Subdivision Map for Schulz Ranch, Phase 1.

April 16, 2015: The Board of Supervisors approved and accepted the Schulz Ranch Maintenance District Petition and created the Schulz Ranch Maintenance District.

May 21, 2015: The Board of Supervisors adopted Bill No. 106, Ordinance No. 2015-4 approving the Schulz Ranch Maintenance District Development Agreement.

July 21, 2016: The Board of Supervisors approved the Final Subdivision Map, for Schulz Ranch, Phase 2.

November 16, 2017: The Board of Supervisors approved the Final Subdivision Map, for Schulz Ranch, Phase 3.

Background/Issues & Analysis

As a condition of the approved Schulz Ranch Maintenance District Development Agreement, APN 010-732-05 was designated to be dedicated to Carson City for public use as a neighborhood park located within Phase 3 of the Schulz Ranch Subdivision. APN 010-732-05 was offered for dedication during recordation of the Phase 3 final map on November 16, 2017; however, the final map noted that the Parks, Recreation and Open Space Department will not accept any parks until all project improvements on the applicable parcel are complete, inspected and a notice of completion has been issued. The notice of completion was issued for Schulz Ranch Park at the end of September; therefore, the City is now able to accept the offer of dedication of APN 010-732-05 from Lennar Reno, LLC.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 17.18.050; NRS 278.0201

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted?

Explanation of Fiscal Impact: Maintenance expenses will be paid for from assessment amounts collected through the Schulz Ranch Landscape Maintenance District.

Alternatives

1. Do not accept the dedication of Schulz Ranch Park.
2. Provide alternative direction to staff.

Attachments:

1. [DEDICATIONFORM - Schulz Ranch Park.doc](#)
2. [Exhibit A - Map 2929.pdf](#)
3. [Recorded Schulz Maintenance District Development Agreement 5-29-15.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

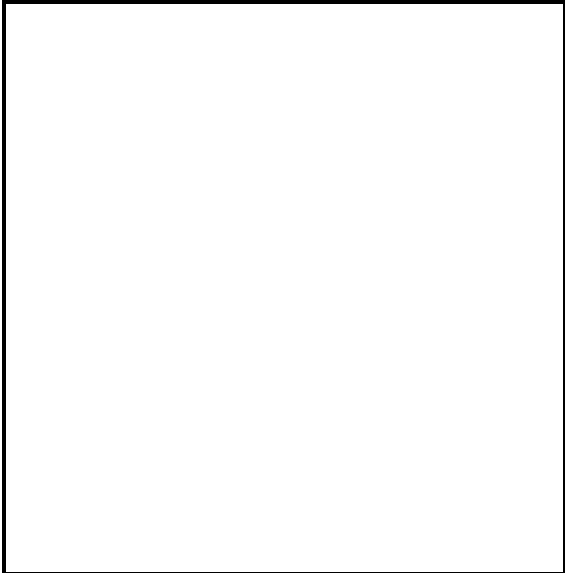
**DEDICATION OF LAND FOR PUBLIC
RECREATION PURPOSES**

APN#: 010-732-05

GRANTOR: LENNAR RENO, LLC

GRANTEE: CARSON CITY, NEVADA

A PORTION OF THE E 1/2, SEC. 5, T.14N., R.20E., M. D. M.



CARSON CITY, A CONSOLIDATED MUNICIPALITY OF THE STATE OF NEVADA, HEREBY ACCEPTS THE DEDICATION IN FEE, for public purposes, of lands owned by Lennar Reno, LLC, more specifically described as follows:

THAT AREA OFFERED FOR DEDICATION SHOWN AS NEIGHBORHOOD PARK
COMMON AREA "A" (APN 010-732-05) CONTAINING 3.57 ACRES PLUS OR MINUS, AS
SHOWN ON MAP 2929, FINAL MAP FOR SCHULZ SUBDIVISION – PHASE 3, FILE NO.
480514 IN THE OFFICIAL RECORDS OF CARSON CITY, NEVADA, AS SHOWN ON
EXHIBIT "A" ATTACHED HERETO.

TOGETHER WITH the tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, and profits thereof unto the GRANTEE and to its assigns, forever.

IN WITNESS WHEREOF: I have hereunto set my hand, this ____ day of _____ 2019.

Robert Crowell
Mayor of Carson City

STATE OF NEVADA)
CARSON CITY) ss

On _____, personally appeared before me _____
_____, who acknowledged that he executed the above instrument.

Notary Public

CITY:
REVIEWED AND RECOMMENDED BY:

Dan Stucky P.E., City Engineer Date

APPROVED FOR LEGALITY AND FORM:

Carson City District Attorney Date

ATTEST:

Aubrey Rowlett, Clerk-Recorder Date

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT LENNAR RENO, LLC., A NEVADA LIMITED LIABILITY COMPANY IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT, THAT THE UNDERSIGNED IS THE DULY APPROVED CORPORATE OFFICER, AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278, THAT THE COMMON AREAS, STREETS, AVENUES AND PUBLIC PLACES SHOWN ON THIS PLAT ARE HEREBY OFFERED FOR DEDICATION AND THAT THOSE ACCEPTED BY CARSON CITY ARE SET APART TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND THAT ALL EASEMENTS SHOWN HEREON ARE DEDICATED AS PERMANENT EASEMENTS FOR THE STATED PURPOSE. ANY WATER RIGHTS PERTINENT TO THE LANDS OFFERED FOR DEDICATION BY THIS MAP ARE HEREBY RESERVED AND SHALL REMAIN WITH PROPERTY OF THE PRESENT OWNER.

THE OWNER DECLARES THAT HE EXECUTED THIS CERTIFICATE FOR THE PURPOSE STATED HEREIN, IN WITNESS WHEREOF, THE UNDERSIGNED HAVE AFFIXED HIS NAME. I CONSENT TO THE PREPARATION AND RECORDATION OF THE FINAL MAP.

LENNAR RENO, LLC
A NEVADA LIMITED LIABILITY COMPANY

BY: [Signature] DATE: 11/5/17
PRINTED NAME: Justin Barber TITLE: VP

NOTARY CERTIFICATE

STATE OF Nevada S.S.
COUNTY OF Washoe

ON THIS 5th DAY OF November, 2017, ACKNOWLEDGED BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Justin Barber OF LENNAR RENO, LLC, A NEVADA LIMITED LIABILITY COMPANY, PERSONALLY KNOWN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE ABOVE INSTRUMENT FOR THE PURPOSES HEREIN STATED. file # 2484132C

[Signature]
NOTARY PUBLIC

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT THE OWNER SHOWN HEREON IS THE OWNER OF RECORD OF SAID LAND; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS AND THERE ARE NO LIENS OF RECORD AGAINST THE OWNERS FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES COLLECTED AS TAXES OR SPECIAL ASSESSMENTS EXCEPT AS SHOWN BELOW: file 2484132C
NONE

BY: [Signature] DATE: 10/30/2017
FIRST AMERICAN TITLE INSURANCE COMPANY, COMMERCIAL T.O. DATE
PRINTED NAME: Vickie Taylor

UTILITY COMPANIES CERTIFICATE

THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS MAP HAVE BEEN CHECKED AND APPROVED BY:

SEE NOTE 3 OF GENERAL NOTES ON SHEET 2 OF 4.
[Signature] DATE: 10/30/17
SIERRA PACIFIC POWER COMPANY
D/B/A NV ENERGY
NAME/TITLE PRINTED: Leland Johnson Land Technician
[Signature] DATE: 10/31/17
FRONTIER COMMUNICATIONS COMPANY
NAME/TITLE PRINTED: COREY BOLTON NETWORK ENGINEER
[Signature] DATE: 10/30/2017
CHARTER COMMUNICATIONS DIVANE ALBRECHT HEC DESIGNER/IT
NAME/TITLE PRINTED: _____
[Signature] DATE: 11-2-2017
CARSON CITY UTILITY DEPARTMENT
NAME/TITLE PRINTED: STEPHEN M POTTEY / SR. PROJECT MGR.

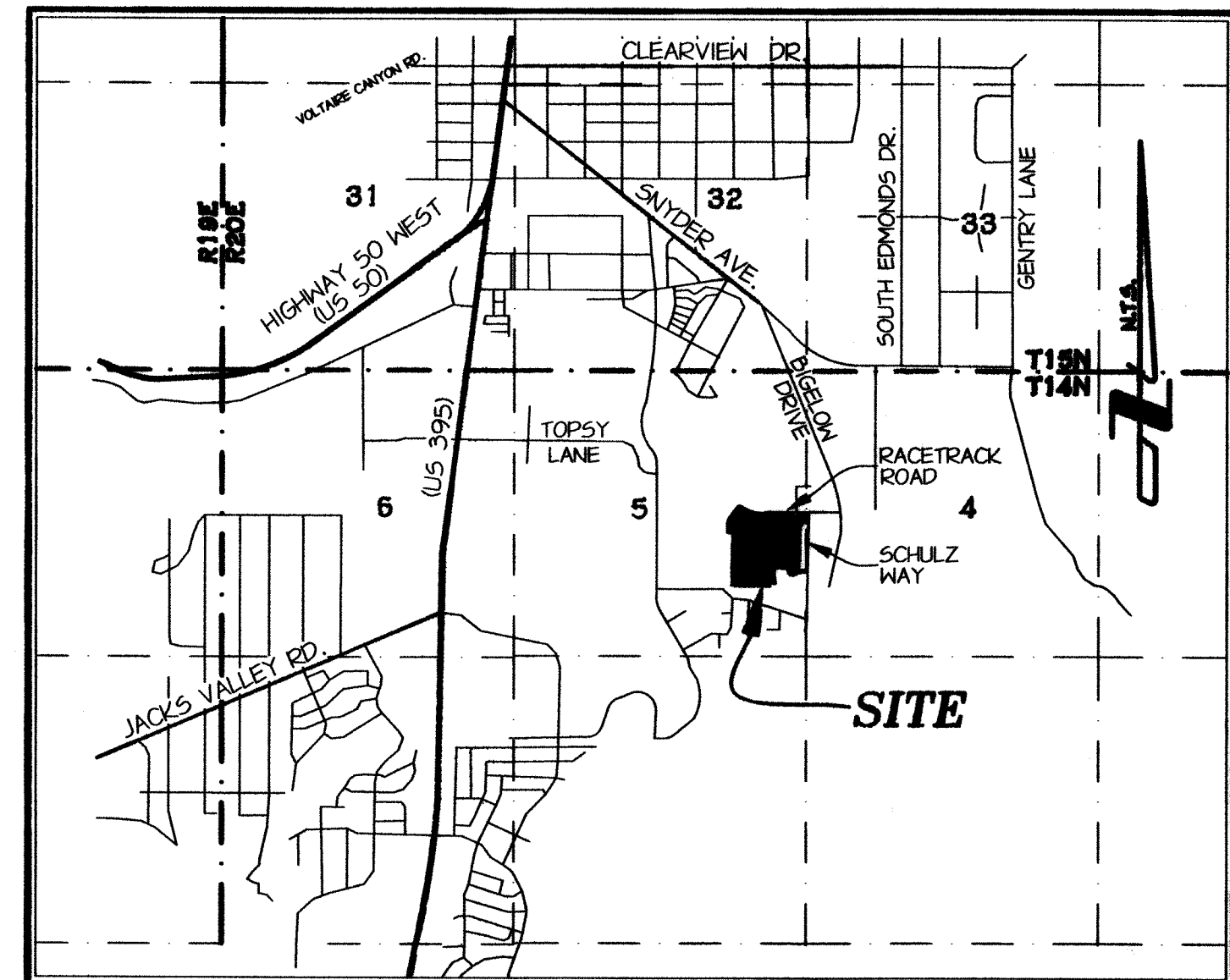
SOUTHWEST GAS CERTIFICATE:

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, AND APPROVED BY SOUTHWEST GAS CORPORATION.

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS WITHIN EACH LOT FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT LOT, WITH THE RIGHT TO EXIT THAT LOT WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT LOTS.

[Signature] DATE: 10/30/17
SOUTHWEST GAS
NAME/TITLE PRINTED: Amanda Marcucci, Supervisor/Engineering

OFFICIAL PLAT OF
SCHULZ RANCH SUBDIVISION
PHASE 3
A COMMON OPEN SPACE SUBDIVISION



VICINITY MAP

LAND USE SUMMARY

111 RESIDENTIAL LOTS =	±21.78 ACRES
5 COMMON AREAS =	±5.58 ACRES
RIGHT-OF-WAY =	±6.88 ACRES
TOTAL AREA =	±34.24 ACRES

BASIS OF BEARINGS

NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD27, CARSON CITY MODIFIED AS DETERMINED FROM G.P.S. OBSERVATIONS OF THE FOUND MONUMENTS "HILL" AND 230103L, USING THE GROUND COORDINATES AS PUBLISHED BY THE CITY OF CARSON. COMBINED GROUND TO GRID SCALE FACTOR: 0.9997992943. ALL DISTANCE SHOWN HEREON ARE GROUND DISTANCES. TO TRANSLATE FROM NAD27 TO NAD83/94 MOVE GRID COORDINATES NORTH 09°11'43" EAST A DISTANCE OF 13,294,177.17 FEET.

PLANNING DIVISION CERTIFICATE

THIS FINAL MAP CONFORMS TO THE APPROVED TENTATIVE MAP AND ALL THE CONDITIONS OF APPROVAL APPLICABLE TO THIS FINAL MAP HAVE BEEN SATISFIED.

[Signature] DATE: 11/16/17
LEE PLEMEL, AICP,
COMMUNITY DEVELOPMENT DIRECTOR

REFERENCES

- 1. RECORD OF SURVEY MAP NO. 321, RECORDED MARCH 31, 1969.
- 2. PARCEL MAP NO. 2151, RECORDED MARCH 11, 1996.
- 3. PARCEL MAP NO. 2657, RECORDED JUNE 27, 2007.
- 4. PARCEL MAP NO. 2664, RECORDED AUGUST 3, 2007.

DIVISION OF WATER RESOURCES

THIS PLAT IS APPROVED BY THE STATE OF NEVADA DIVISION OF WATER RESOURCES OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY, SUBJECT TO REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

[Signature] DATE: 10/25/2017
DIVISION OF WATER RESOURCES
NAME/TITLE PRINTED: MARK SWAZLIAN, SECTION CHIEF, WATER RIGHTS

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

THIS FINAL MAP IS APPROVED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND A COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.

[Signature] DATE: 10/25/2017
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION,
BUREAU OF WATER POLLUTION CONTROL
NAME/TITLE PRINTED: Philip Migliore, P.E. Staff Engineer

CITY ENGINEER'S CERTIFICATE

I DO HEREBY CERTIFY THAT I HAVE EXAMINED THE SUBDIVISION SHOWN ON THIS PLAT, THAT IT IS SUBSTANTIALLY AS IT APPEARED ON THE TENTATIVE MAP AND ANY ALTERATIONS THEREOF. THAT ALL PROVISIONS OF N.R.S. 278 AND ALL LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND THAT THIS MAP IS TECHNICALLY CORRECT. A PROPER PERFORMANCE BOND HAS BEEN DEPOSITED GUARANTEEING THAT THE MONUMENTS WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING DATE OF THIS MAP.

[Signature] DATE: 11-07-17
DANIEL STUCKY, PE, STEPHEN M. POTTEY SR. PROJECT MGR. DATE
CITY ENGINEER ON BEHALF OF DANIEL STUCKY

BOARD OF SUPERVISORS APPROVAL

THE RIGHTS OF WAY AND DEDICATIONS ACCEPTED BY CARSON CITY INCLUDE LOOKOUT PEAK DRIVE, SUGARLOAF DRIVE, CHALK BLUFF DRIVE, RELAY PEAK DRIVE, TULE PEAK DRIVE, ROCKY BLUFF DRIVE, MAHOGANY HILL DRIVE AND SADDLEHORN ROAD. ALL PROVISIONS OF N.R.S. 278, AND ALL LOCAL ORDINANCES HAVE BEEN COMPLIED WITH. THE TENTATIVE MAP WAS APPROVED AND ACCEPTED BY THE CARSON CITY BOARD OF SUPERVISORS ON THIS 11th DAY OF November, 2017.

[Signature] DATE: 11/16/2017
MAYOR

[Signature] DATE: 11/16/2017
CITY CLERK

TREASURER'S CERTIFICATE

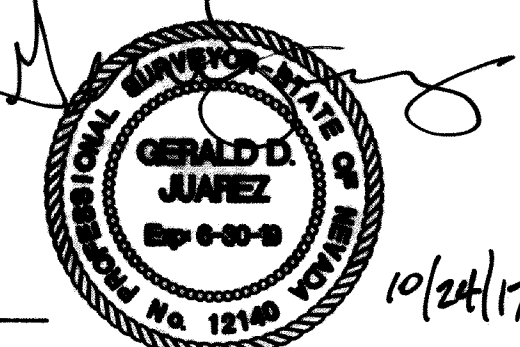
THE UNDERSIGNED HEREBY CERTIFIES THAT THE TAXES HAVE BEEN PAID FOR THE CURRENT FISCAL YEAR ON THE LAND PORTRAYED BY THIS FINAL MAP, AS RELATES TO A.P.N. 010-671-07 & 010-671-14.

[Signature] DATE: 11/8/17
TREASURER

SURVEYOR'S CERTIFICATE

I, GERALD D. JUAREZ, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

- 1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF LENNAR RENO, LLC.
- 2. THE LANDS SURVEYED LIE WITHIN THE E 1/2 OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.M., AND THE SURVEY WAS COMPLETED ON JULY 11, 2014.
- 3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- 4. THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED BY DECEMBER 31, 2018, AND AN APPROPRIATE FINANCIAL GUARANTEE WILL BE POSTED WITH THE GOVERNING BODY BEFORE RECORDATION TO ENSURE THE INSTALLATION OF THE MONUMENTS.



GERALD D. JUAREZ P.L.S.
NEVADA CERTIFICATE NO. 12140

RECORDER'S CERTIFICATE

FILED FOR RECORD THIS 16th DAY OF November, 2017 AT 2:14 Pm

IN BOOK 10, PAGE 2929 OF THE OFFICIAL RECORDS OF CARSON CITY, NEVADA AT THE REQUEST OF LENNAR RENO, LLC.

RECORDING FEE: \$90.00
FILE NO: 480514

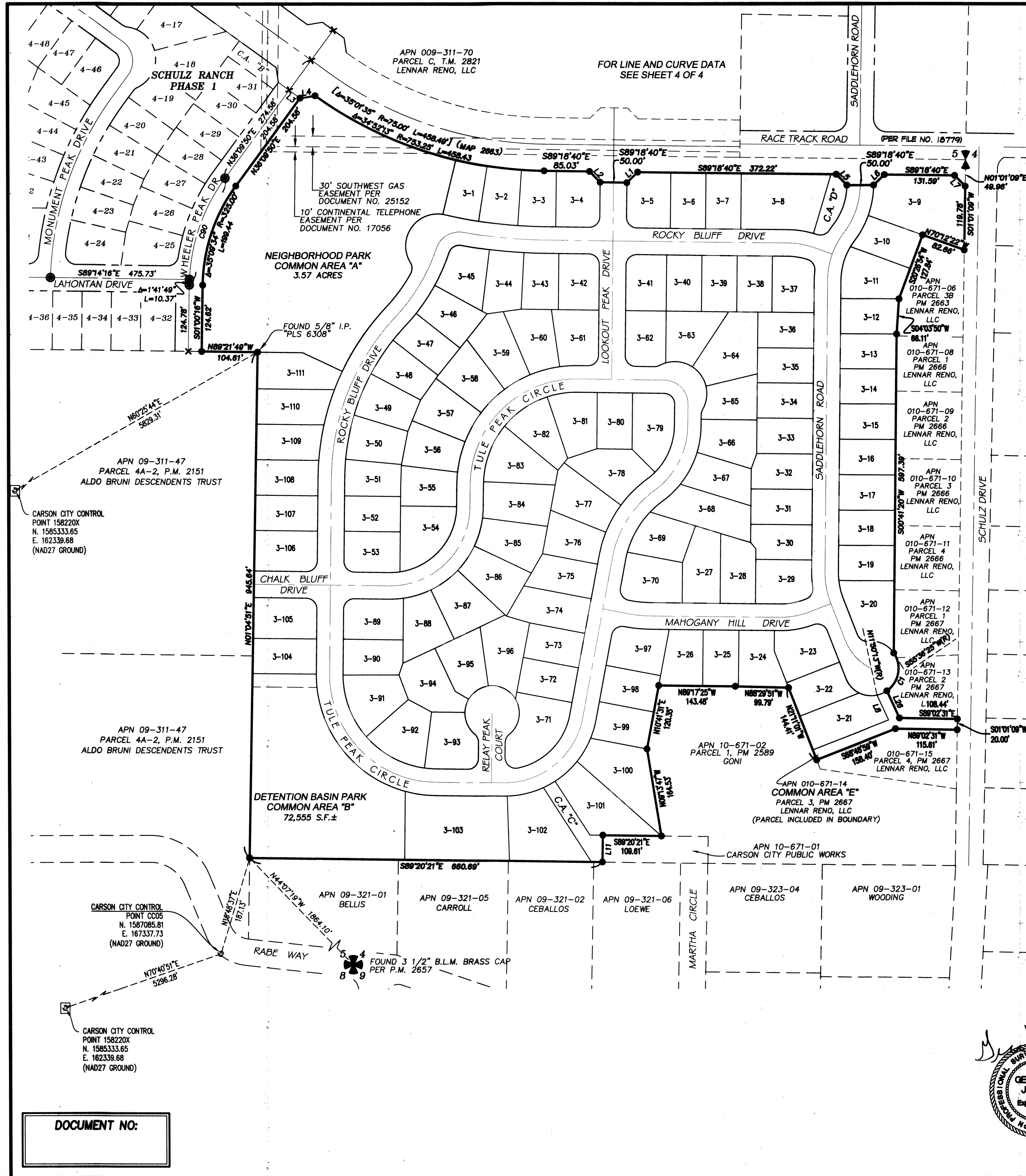
[Signature] DATE: 11-16-17
CLERK RECORDER By: [Signature]

FSM-17-073

FINAL MAP FOR
SCHULZ RANCH SUBDIVISION - PHASE 3
BEING A DIVISION OF PARCEL 3A OF PARCEL MAP NO. 2663
AND PARCEL 3 OF PARCEL MAP NO. 2667
SITUATE WITHIN THE E 1/2, SECTION 5, T.14N., R.20E., M.D.M.
NEVADA
CARSON CITY

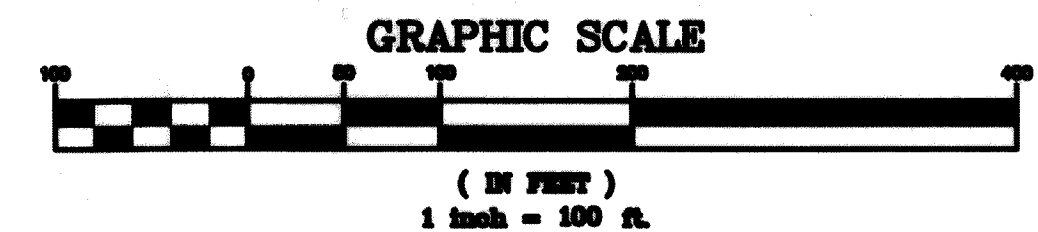
Manhard CONSULTING LTD
DRAWN BY: GUJ
DATE: 5/2017
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SHEET 1 OF 4

DOCUMENT NO:



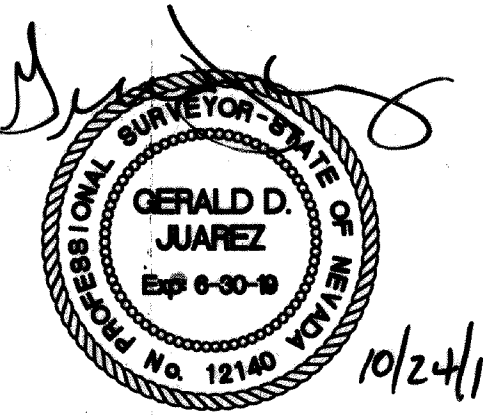
NOTES:

- A PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT IS HEREBY GRANTED, 5 FEET IN WIDTH COINCIDENT WITH ALL REAR AND SIDE LOT LINES AND 10 FEET IN WIDTH COINCIDENT WITH ALL PUBLIC ROADWAY RIGHT-OF-WAYS DEDICATED HEREON.
- PUBLIC UTILITY EASEMENTS SHOWN OR NOTED HEREON INCLUDE USE FOR INSTALLATION AND MAINTENANCE OF CABLE TELEVISION FACILITIES.
- ALL ROADWAYS SHOWN HEREON ARE HEREBY OFFERED FOR DEDICATION TO CARSON CITY TO BE USED AS PUBLIC THOROUGHFARES FOREVER.
- PUBLIC UTILITY EASEMENTS ARE HEREBY GRANTED WITHIN EACH LOT FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICES TO THAT LOT AND THE EXCLUSIVE RIGHT TO EXIT THAT LOT WITH SAID UTILITY SERVICES FOR THE PURPOSE OF SERVING ADJACENT LOTS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.
- PUBLIC UTILITY EASEMENTS ARE SPECIFICALLY GRANTED TO SOUTHWEST GAS CORPORATION WITHIN EACH LOT FOR THE EXCLUSIVE PURPOSE OF INSTALLING UTILITY SERVICE TO THAT LOT AND THE EXCLUSIVE RIGHT TO EXIT THAT LOT WITH SAID UTILITIES FOR THE PURPOSE OF SERVING ADJACENT LOTS.
- A BLANKET PUBLIC UTILITY EASEMENT IS HEREBY GRANTED OVER THE COMMON AREAS SHOWN HEREON.
- COMMON AREAS A, B, C, D, AND E ARE OFFERED FOR DEDICATION TO CARSON CITY FOR PUBLIC USE.
- ALL PARKS AND COMMON AREAS, AND ALL LANDSCAPED AREAS WITHIN THE STREET RIGHTS-OF-WAY, ARE TO BE OWNED AND MAINTAINED BY CARSON CITY AND FUNDED BY A LANDSCAPE MAINTENANCE DISTRICT. ALL OF THESE PROPERTIES ARE OFFERED FOR DEDICATION TO THE CITY FOR PUBLIC PARKS AND RECREATION PURPOSES (REFERENCE RECORDED DOCUMENTS 454329 AND 473951). THE PARKS, RECREATION AND OPEN SPACE DEPARTMENT WILL NOT ACCEPT ANY PARKS, COMMON AREAS, TRAIL CONNECTIVITY IMPROVEMENTS OR STREET RIGHT-OF-WAY LANDSCAPING UNTIL ALL PROJECT IMPROVEMENTS ON THE APPLICABLE PARCEL(S) ARE COMPLETE, INSPECTED, AND A NOTICE OF COMPLETION HAS BEEN ISSUED.
- INDIVIDUAL DRIVEWAY ACCESS ONTO TOPSY LANE/RACETRACK ROAD AND CENTER DRIVE IS PROHIBITED.
- LOTS AT THE PERIMETER OF THE SR-SPA AREA ADJACENT TO EXISTING RESIDENTIAL PARCELS SHALL BE LIMITED TO THE DEVELOPMENT OF ONE-STORY HOMES.
- THESE PARCELS ARE SUBJECT TO CARSON CITY'S GROWTH MANAGEMENT ORDINANCE AND ALL PROPERTY OWNERS SHALL COMPLY WITH PROVISIONS OF SAID ORDINANCE.
- ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH TENTATIVE MAP (TSM-05-144).
- A BLANKET NOISE AND ODOR EASEMENT IS HEREBY GRANTED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP FOR THE BENEFIT OF THE ONE ACRE PARCEL OWNERS AROUND THE PROJECT. THE ONE ACRE PARCELS ADJACENT TO THE PROJECT HAVE THE PRIVILEGE TO HAVE ANIMALS, FOWL ETC. ASSOCIATED WITH THE PRIMARY PERMITTED USES ON SITE.
- NO BUILDING PERMIT SHALL BE ISSUED PRIOR TO THE PROPER ABANDONMENT OF ANY WELL OR SEPTIC SYSTEM LOCATED ON THE PROPERTY SHOWN HEREON.
- ALL LOTS SHOWN HEREON SHALL BE SERVED BY CARSON CITY WATER AND SEWER SYSTEMS.
- FEMA FLOOD ZONE NOTES: FIRM MAP 3200010207E REVISED JANUARY 16, 2009. ZONE X - ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. SHADED ZONE X - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
- A PRIVATE LANDSCAPE WALL MAINTENANCE EASEMENT IS HEREBY GRANTED 5 FEET IN WIDTH COINCIDENT WITH ALL SIDE LOT LINES FOR THE BENEFIT OF THE OWNERS OF SAID ADJACENT LOTS.
- A BLANKET DRAINAGE, SANITARY SEWER, STORM DRAIN AND LANDSCAPE MAINTENANCE EASEMENT IS HEREBY GRANTED TO CARSON CITY OVER ALL COMMON AREAS SHOWN HEREON.
- NO STRUCTURES, WELLS, SEPTIC TANKS, OR LEACH FIELDS WERE OBSERVED ON THE SUBJECT PROPERTY.



LEGEND

- ▲ FOUND 5/8" REBAR W/ CAP "PLS 12140" OR SCRIBE ON PROPERTY LINE EXTENDED
- FOUND 5/8" REBAR W/ CAP "PLS 16949" UNLESS OTHERWISE NOTED
- ⊙ FOUND STANDARD STREET CENTERLINE MONUMENT
- ⊕ FOUND P.L.S.S. SECTION CORNER AS NOTED
- SET 5/8" REBAR W/ CAP "PLS 12140" OR CURB SCRIBE ON PROPERTY LINE EXTENDED
- ⊙ SET STANDARD STREET CENTERLINE MONUMENT
- × DIMENSION POINT, NOTHING FOUND OR SET
- C.A. "A" COMMON AREA
- ⊙ CARSON CITY CONTROL POINT



FINAL MAP FOR
SCHULZ RANCH SUBDIVISION - PHASE 3
BEING A DIVISION OF PARCEL 3A OF PARCEL MAP NO. 2663
AND PARCEL 3 OF PARCEL MAP 2667
SITUATE WITHIN THE E 1/2, SECTION 5, T.14N., R.20E., M.D.M.

CARSON CITY NEVADA

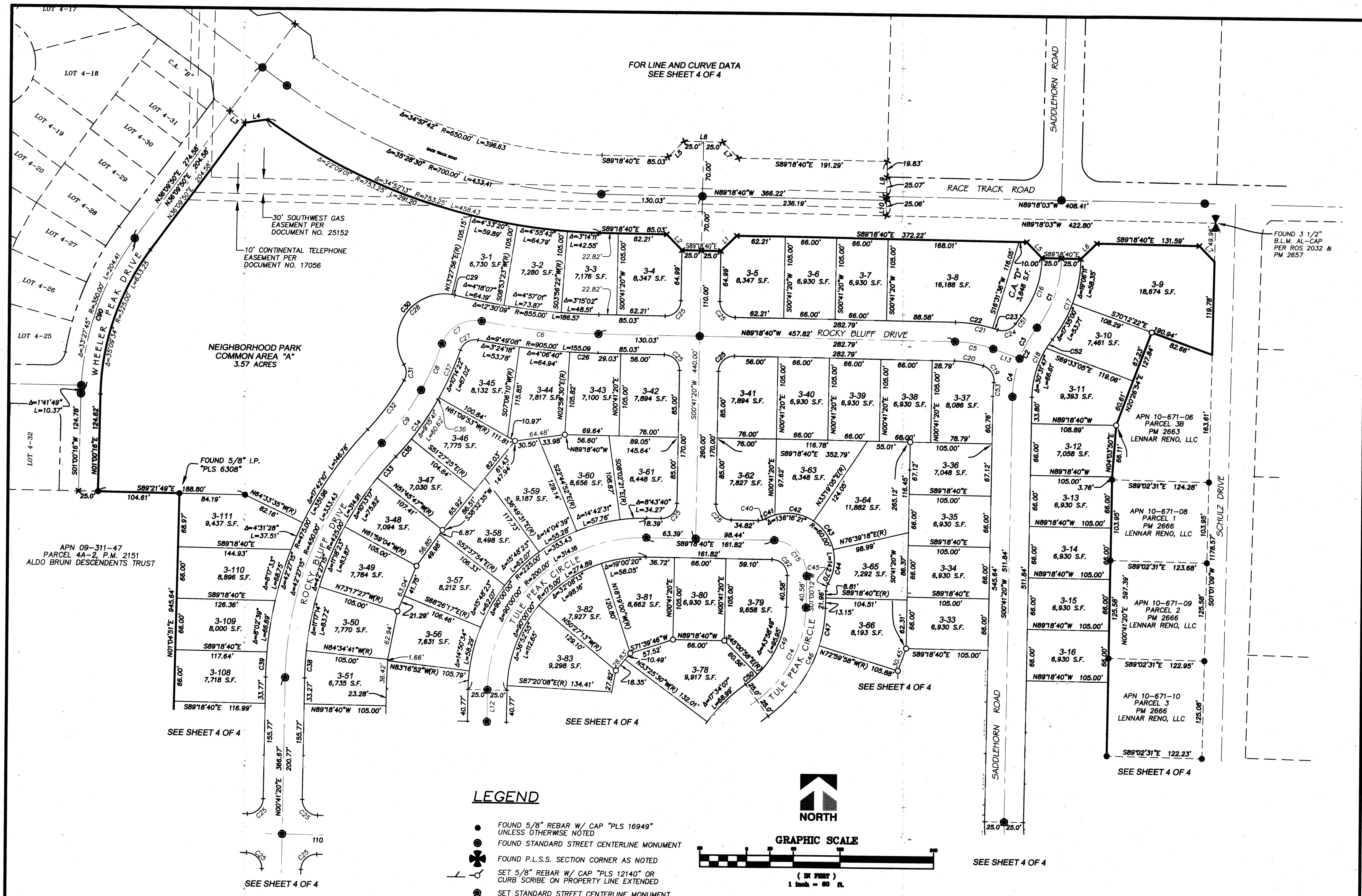
Manhard CONSULTING LTD.

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DATE: 5/2017
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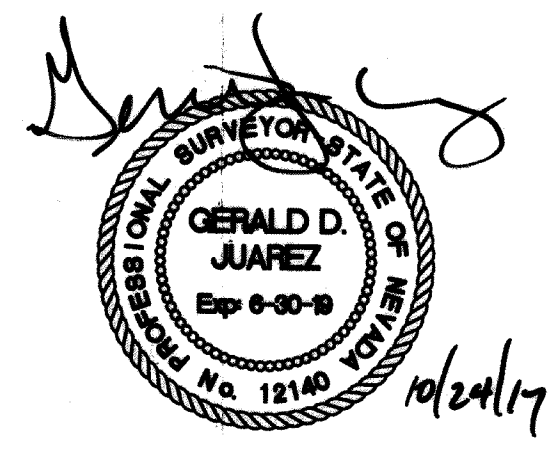
SHEET 2 OF 4

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DOCUMENT NO:



DOCUMENT NO:



FINAL MAP FOR
SCHULZ RANCH SUBDIVISION - PHASE 3
BEING A DIVISION OF PARCEL 3A OF PARCEL MAP NO. 2663
AND PARCEL 3 OF PARCEL MAP NO. 2667
SITUATE WITHIN THE E 1/2, SECTION 5, T.14N., R.20E., M.D.M.

CARSON CITY, NEVADA

Manhard CONSULTING LTD.

DRAWN BY: GDJ
DATE: 5/2017
PROJ. CODE: CWCCNV
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SHEET 3 OF 4

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SUBDIVISION MAP 2929-C

LINE #	BEARING	LENGTH
L1	S45°41'20"W	28.28'
L2	S44°18'40"E	28.28'
L3	S53°50'10"E	25.00'
L4	S81°09'50"W	28.31'
L5	S44°18'40"E	28.28'
L6	S45°41'20"W	28.28'
L7	S44°08'45"E	28.20'
L8	N24°47'44"W	51.09'
L9	N0°47'55"E	50.00'
L10	N0°41'33"E	19.96'
L11	N1°03'00"E	50.00'
L12	N0°41'20"E	40.77'
L13	S70°11'32"E	36.14'
L14	N68°47'44"E	42.44'
L15	S78°59'02"E	45.00'
L16	N18°18'38"E	23.10'
L17	S20°36'30"E	49.15'
L18	S61°47'08"E	49.32'
L19	N46°24'29"W	3.22'
L20	S73°54'23"E	45.52'
L21	S59°21'56"E	29.36'
L22	S89°20'21"E	24.21'
L23	S68°47'44"W	2.44'
L24	S40°12'48"E	15.27'
L25	S0°41'20"W	38.30'
L26	S24°47'44"E	55.98'

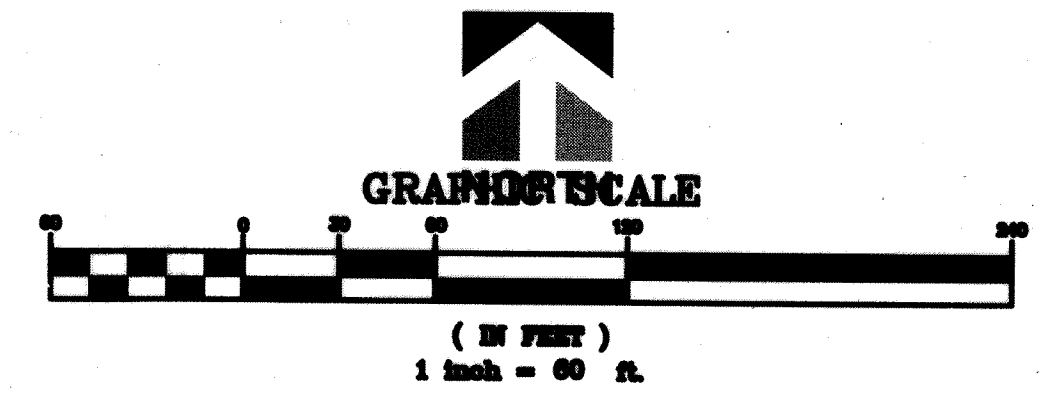
CURVE #	DELTA	RADIUS	LENGTH
C1	89°55'52"	51.00'	80.05'
C2	29°09'04"	51.00'	25.95'
C3	17°34'11"	150.00'	46.00'
C4	19°07'08"	150.00'	50.05'
C5	19°07'08"	150.00'	50.05'
C6	9°49'08"	880.00'	150.81'
C7	81°54'44"	45.00'	64.33'
C8	10°40'36"	350.00'	65.22'
C9	13°52'14"	350.00'	84.73'
C10	10°19'38"	250.00'	45.06'
C11	21°53'36"	150.00'	57.32'
C12	42°16'07"	100.00'	73.77'
C13	21°53'36"	160.00'	61.14'
C14	53°08'24"	150.00'	139.12'
C15	8°70'25"	45.00'	68.37'
C16	36°41'18"	125.00'	80.04'
C17	36°41'18"	175.00'	112.06'
C18	36°41'18"	125.00'	80.04'
C19	78°35'43"	20.00'	27.43'
C20	17°09'45"	125.00'	37.44'

CURVE #	DELTA	RADIUS	LENGTH
C21	18°03'32"	175.00'	55.16'
C22	15°50'16"	175.00'	48.37'
C23	21°31'17"	175.00'	6.78'
C24	75°36'29"	20.00'	26.39'
C25	90°00'00"	20.00'	31.42'
C26	21°8'10"	905.00'	36.37'
C27	81°54'44"	20.00'	28.59'
C28	134°41'43"	60.00'	141.05'
C29	3°54'41"	60.00'	4.10'
C30	130°47'02"	60.00'	136.96'
C31	60°46'35"	20.00'	21.21'
C32	13°52'14"	325.00'	78.68'
C33	4°54'22"	425.00'	36.39'
C34	13°52'14"	375.00'	90.78'
C35	4°36'33"	375.00'	30.17'
C36	0°26'14"	375.00'	2.86'
C37	10°40'36"	375.00'	69.88'
C38	4°43'59"	425.00'	35.11'
C39	3°53'24"	475.00'	32.25'
C40	28°57'18"	20.00'	10.11'

CURVE #	DELTA	RADIUS	LENGTH
C41	11°57'07"	60.00'	12.52'
C42	49°37'55"	60.00'	51.97'
C43	43°20'15"	60.00'	45.38'
C44	43°18'11"	60.00'	45.35'
C45	28°57'18"	20.00'	10.11'
C46	53°08'24"	175.00'	162.31'
C47	15°59'49"	175.00'	48.86'
C48	22°09'25"	175.00'	67.67'
C49	53°08'24"	125.00'	115.93'
C50	9°09'35"	125.00'	19.98'
C51	41°41'15"	175.00'	12.94'
C52	6°09'32"	125.00'	13.44'
C53	5°45'29"	175.00'	17.59'
C54	10°11'08"	175.00'	31.11'
C55	4°36'33"	175.00'	13.94'
C56	89°34'46"	20.00'	31.27'
C57	10°19'38"	225.00'	40.55'
C58	21°53'36"	125.00'	47.76'
C59	77°19'11"	20.00'	26.99'
C60	9°12'47"	185.00'	29.75'

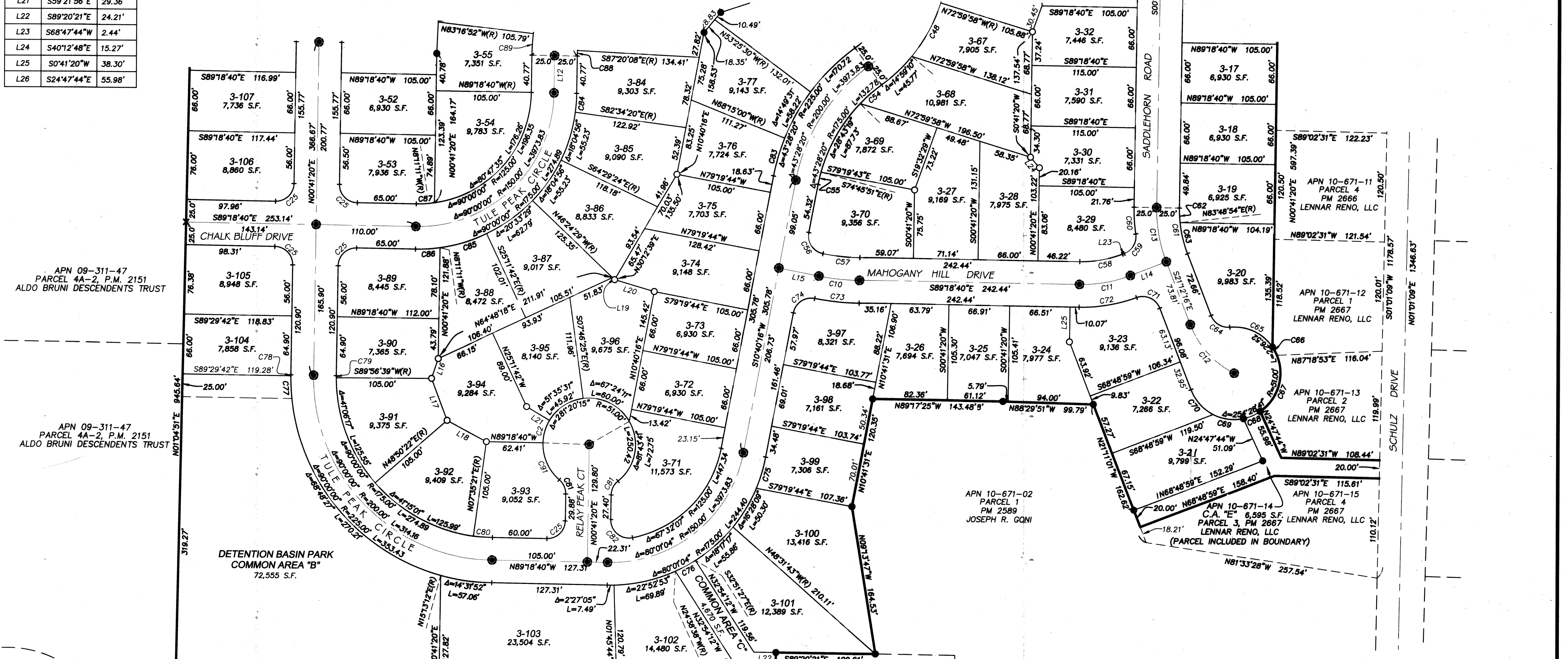
CURVE #	DELTA	RADIUS	LENGTH
C61	21°53'36"	135.00'	51.59'
C62	6°51'57"	135.00'	16.18'
C63	15°01'39"	135.00'	35.41'
C64	74°28'41"	20.00'	26.00'
C65	61°17'23"	51.00'	54.56'
C66	11°28'59"	51.00'	10.22'
C67	78°26'53"	51.00'	69.83'
C68	22°37'30"	51.00'	20.14'
C69	38°35'08"	51.00'	34.35'
C70	42°02'49"	51.00'	37.43'
C71	89°14'56"	20.00'	31.15'
C72	21°08'32"	175.00'	64.58'
C73	10°16'28"	275.00'	49.31'
C74	90°17'32"	20.00'	31.52'
C75	11°42'51"	175.00'	35.78'
C76	8°12'49"	175.00'	25.09'
C77	6°22'48"	225.00'	25.05'
C78	0°16'53"	225.00'	1.10'
C79	0°44'41"	175.00'	2.27'
C80	6°54'00"	175.00'	21.08'

CURVE #	DELTA	RADIUS	LENGTH
C81	50°40'08"	20.00'	17.69'
C82	102°28'57"	20.00'	35.77'
C83	11°04'43"	225.00'	43.51'
C84	6°44'20"	175.00'	20.58'
C85	17°39'48"	175.00'	53.95'
C86	8°52'31"	175.00'	27.11'
C87	91°27'25"	125.00'	20.09'
C88	1°58'32"	175.00'	6.03'
C89	6°01'48"	225.00'	23.68'
C90	35°09'34"	350.00'	214.78'
C91	51°27'47"	51.00'	45.81'
C92	90°18'52"	20.00'	31.53'



LEGEND

- FOUND 5/8" REBAR W/ CAP "PLS 16949" UNLESS OTHERWISE NOTED
- FOUND STANDARD STREET CENTERLINE MONUMENT
- ⊕ FOUND P.L.S.S. SECTION CORNER AS NOTED
- ⊕ SET 5/8" REBAR W/ CAP "PLS 12140" OR CURB SCRIBE ON PROPERTY LINE EXTENDED
- ⊕ SET STANDARD STREET CENTERLINE MONUMENT
- ⊕ DIMENSION POINT, NOTHING FOUND OR SET
- C.A. "A" COMMON AREA



DOCUMENT NO:

APN 09-311-47 PARCEL 4A-2, P.M. 2151 ALDO BRUNI DESCENDENTS TRUST

APN 09-311-47 PARCEL 4A-2, P.M. 2151 ALDO BRUNI DESCENDENTS TRUST

DETENTION BASIN PARK COMMON AREA "B" 72,555 S.F.

APN 09-321-01 BELLIS

APN 09-321-05 CARROLL

APN 09-321-02 CEBALLOS

APN 09-321-06 LOEWE

APN 10-671-02 PARCEL 1 PM 2589 JOSEPH R. GONI

APN 10-671-01 CARSON CITY PUBLIC WORKS

APN 10-671-11 PARCEL 4 PM 2666 LENNAR RENO, LLC

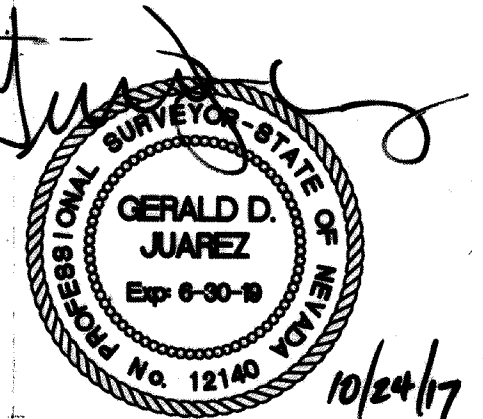
APN 10-671-12 PARCEL 1 PM 2667 LENNAR RENO, LLC

APN 10-671-13 PARCEL 2 PM 2667 LENNAR RENO, LLC

APN 10-671-14 PARCEL 3 PM 2667 LENNAR RENO, LLC

APN 10-671-15 PARCEL 4 PM 2667 LENNAR RENO, LLC

FOUND 3 1/2" B.L.M. BRASS CAP PER P.M. 2657



FINAL MAP FOR
SCHULZ RANCH SUBDIVISION - PHASE 3
 BEING A DIVISION OF PARCEL 3A OF PARCEL MAP NO. 2663
 AND PARCEL 3 OF PARCEL MAP NO. 2667
 SITUATE WITHIN THE E 1/2, SECTION 5, T.14N., R.20E., M.D.M.

CARSON CITY NEVADA

Manhard CONSULTING LTD

DRAWN BY: GJ
 DATE: 5/2017
 PROJ. CODE: CWCCNV
 PROJ. #:

SHEET 4 OF 4

2929-D

#1

RECORDED/FILE #454327

NOTICE OF CREATION OF MAINTENANCE DISTRICT

MAY 28 AM 11:00

FILE NO. 454327
SUSAN HERRIWETHER
CARSON CITY RECORDER
FEES N/C REP

APNs: 010-701-01 through 20; 010-702-01 through 09; 010-703-01 through 08; 010-703-29 through 32; 010-704-01 through 21; 010-711-01 through 09; 010-712-01 through 04; 010-713-01 through 09; 010-714-01 through 13; 010-715-01 through 05; 009-311-69 through 71; 010-671-06 through 15; 009-311-64

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons.

WHEN RECORDED, MAIL TO:

Carson City Parks and Recreation Department
3303 Butti Way, Bldg. 9
Carson City, NV 89701
Attn: Roger Moellendorf

NOTICE OF CREATION OF MAINTENANCE DISTRICT

On or about April 16, 2015, the Carson City Board of Supervisors ("Board") approved and accepted the Schulz Ranch Maintenance District Petition ("Petition") submitted by Schulz Ranch, LLC, a Delaware limited liability company and Ryder-Duda Carson, LLC, a Nevada limited liability company.


Pursuant to Carson City Municipal Code Section 17.18.060(3)(b)(2), notice is hereby provided of the creation of the maintenance district known as the **SCHULZ RANCH MAINTENANCE DISTRICT**. The real property included in the Schulz Ranch Maintenance District is described on **Exhibit A** to this notice. The Petition, in the form adopted by Carson City, is attached at **Exhibit B** to this notice.

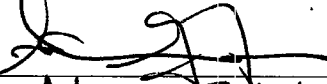
Further information about the Schulz Ranch Maintenance District may be obtained by contacting the Carson City Parks and Recreation Department at (775) 887-2262.

CARSON CITY,
a consolidated municipality

Approved as to form:

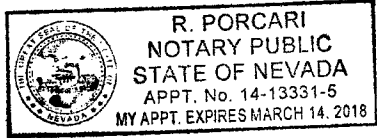
CARSON CITY DISTRICT ATTORNEY

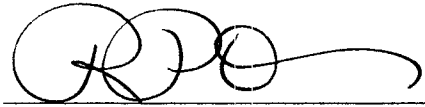
By: 
Name: Robert L. Crowell
Its: Mayor

By: 
Name: Adriana Fralick
Its: Chief Deputy DA

STATE OF NEVADA)
)
COUNTY OF Carson City) ss.

This instrument was acknowledged before me on May 26th, 2015, by Robert L. Crowell, as Mayor of CARSON CITY, a consolidated municipality.





Notary Public
My Commission Expires: 3/14/18

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EXHIBIT A
TO NOTICE OF CREATION OF MAINTENANCE DISTRICT

Legal Description

All that certain real property situate in Carson City, State of Nevada, more particularly described as follows:

Lot 1-1 through Lot 1-40, Lot 4-1 through Lot 4-60, and 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, Official Records of Carson City, Nevada;

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, Official Records of Carson City, Nevada;

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, Official Records of Carson City, Nevada; 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, Official Records of Carson City, Nevada.

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, Official Records of Carson City, Nevada.

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EXHIBIT B
TO NOTICE OF CREATION OF MAINTENANCE DISTRICT

Schulz Ranch Maintenance District Petition

[See following pages.]

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SCHULZ RANCH MAINTENANCE

DISTRICT PETITION

Submitted: March 27, 2015

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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 (TSM-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. The terms "Assessment," "Assessment Amount," "Allocation Plan," "Financial Plan" "Improvement" and "Improvement Plan," and any other capitalized terms not otherwise defined in this Petition, shall have the respective meanings given to them in CCMC 17.18.030.

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.

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 $\pm 67,694$ square feet), in each case together with the Improvements to be installed and constructed thereon pursuant to the Development Agreement and the

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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, the recording in the Official Records of the notice of creation of the Maintenance District pursuant to CCMC 17.18.060(3)(b), and approval of the Maintenance District Development Agreement pursuant to CCMC 17.08.015, 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. **EACH ASSESSED PROPERTY (BELOW DEFINED) SHALL CONTINUE TO BE SUBJECT TO THE ASSESSMENT AMOUNT AFTER TERMINATION OF THE MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT.**

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 each Assessed Property (below defined) in accordance with CCMC 17.18.080 is attached to this Petition at **Exhibit F**.

VI. LIST OF ASSESSED PROPERTY.

A. "Assessed Property" means each lot or parcel in the Maintenance District that is created by a subdivision map, parcel map, lot line adjustment, parcel split or any other means, intended to create a residential lot in conformance with the Conditions of Approval. The initial Assessment Amount for each Assessed Property is currently estimated to be \$210.11 per Assessed Property per year. The Assessment Amount for each Assessed Property is anticipated to increase in the future as shown by the Financial Plan and estimates thereon attached to this Petition at **Exhibit G**.

NOTE THAT:

THE NUMBER OF ASSESSED PROPERTIES WITHIN THE MAINTENANCE DISTRICT, AND THE ASSESSMENT AMOUNT FOR EACH ASSESSED PROPERTY, ARE SUBJECT TO CHANGE FROM TIME TO TIME. IDENTIFIED ON EXHIBIT G TO THIS PETITION ARE ESTIMATES OVER TIME OF THE ASSESSMENT AMOUNT FOR ASSESSED PROPERTY. THESE ARE ESTIMATES ONLY. THE ACTUAL ASSESSMENT AMOUNT FOR EACH ASSESSED PROPERTY FOR EACH

YEAR WILL BE DETERMINED BY CARSON CITY PURSUANT TO CCMC 17.18.090.

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. 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 Assessed Property, will be collected in the same form and manner as other real property taxes; except that an annual Assessment Amount for each Assessed Property shall be prorated for the time period that the Assessed Property is subject to the Assessment Amount, with the Assessed Property being subject to and responsible for paying its Assessment Amount only for the time period on and after creation of the Assessed Property as set forth in Section VI.A., above.

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. EXHIBIT LIST. This Petition contains the following Exhibits:

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

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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: [Signature]
Name: Frank Walter
Its: Authorized Signatory

By: _____
Name: _____
Its: _____

STATE OF New York)
~~DELAWARE~~)
COUNTY OF New York) ss.

This instrument was acknowledged before me on March 30, 2015, by Frank Walter, as Authorized Signatory of SCHULZ RANCH, LLC, a Delaware limited liability company.

AMBER SMOKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SM6173220
Qualified in Queens County
My Commission Expires August 20, 2016

[Signature]
Notary Public
My Commission Expires: 8/20/15

STATE OF NEVADA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of RYDER-DUDA CARSON, LLC, a Nevada limited liability company.

Notary Public
My Commission Expires: _____


454327

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: JAY RYDER
Its: PARTNER

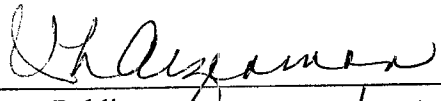
STATE OF NEVADA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by _____, as _____ of SCHULZ RANCH, LLC, a Delaware limited liability company.

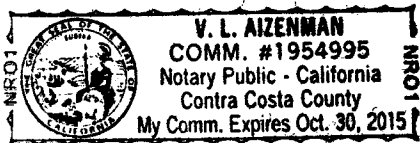
Notary Public
My Commission Expires: _____

California
STATE OF ~~NEVADA~~)
) ss.
COUNTY OF Contra Costa)

This instrument was acknowledged before me on April 13, 2015, by N JAY RYDER, as Manager of RYDER-DUDA CARSON, LLC, a Nevada limited liability company.



Notary Public
My Commission Expires: 10/30/15



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EXHIBIT A
TO PETITION

DEVELOPER 1 PROPERTY

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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, Parcel3 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.

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EXHIBIT B
TO PETITION

DEVELOPER 2 PROPERTY

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EXHIBIT "B"

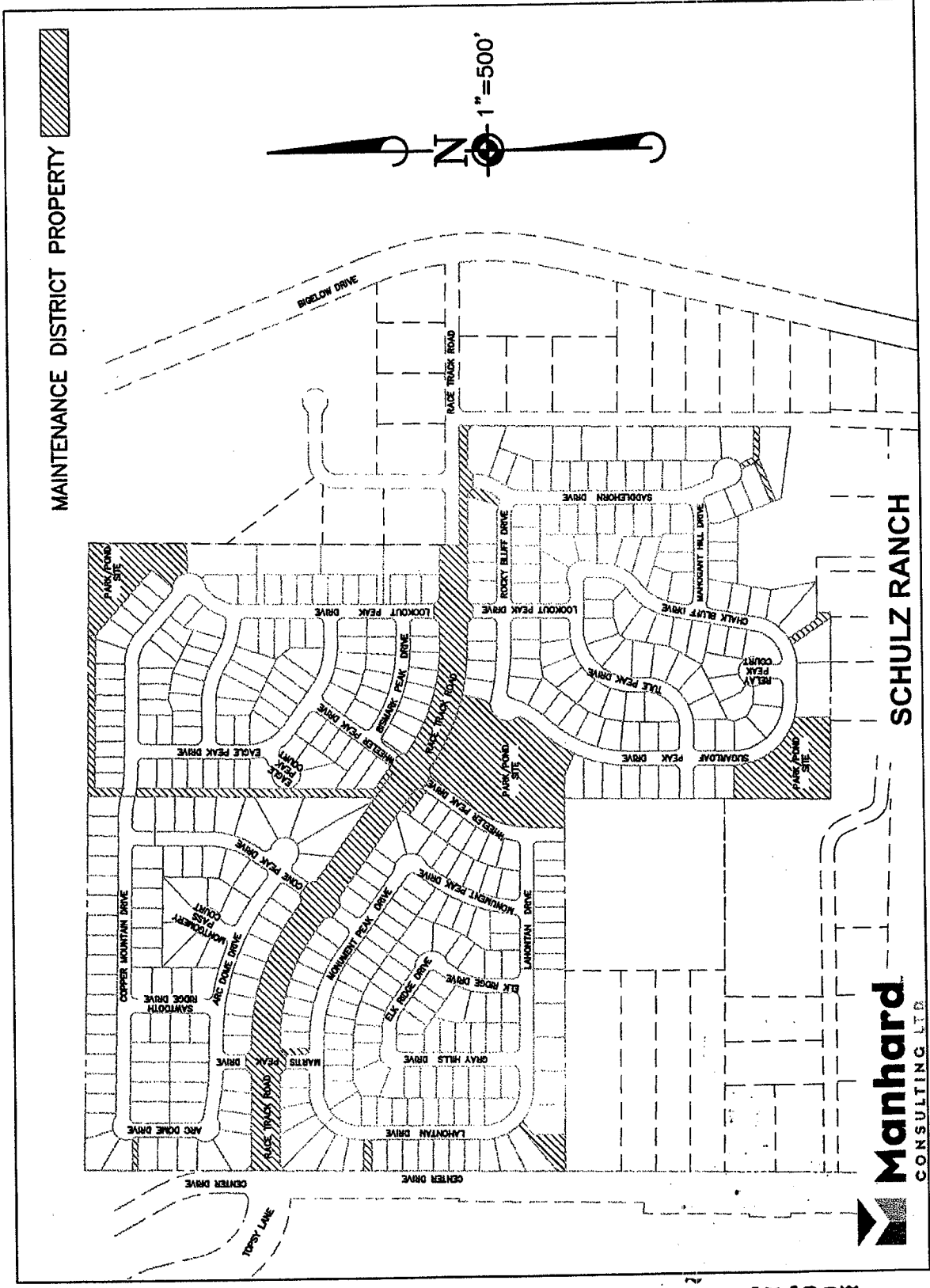
All that particular real property situate within the East One-Half of Section (E 1/2) of Section 5, Township 14 North (T.14N.), Range 20 East (R.20E.), Mount Diablo Meridian, being Parcel 2 as shown on the 1st Parcel Map for SCHULZ RANCH DEVELOPERS, LLC REYNEN & BARDIS (CARSON), LLC, recorded June 27,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

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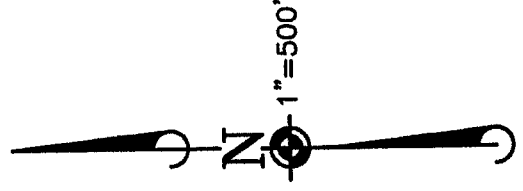
EXHIBIT C-1
TO PETITION

LMD PROPERTY

[See following pages.]



MAINTENANCE DISTRICT PROPERTY



SCHULZ RANCH

Manhard
CONSULTING LTD.



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EXHIBIT C-2
TO PETITION

LMD PROPERTY

[See following pages.]

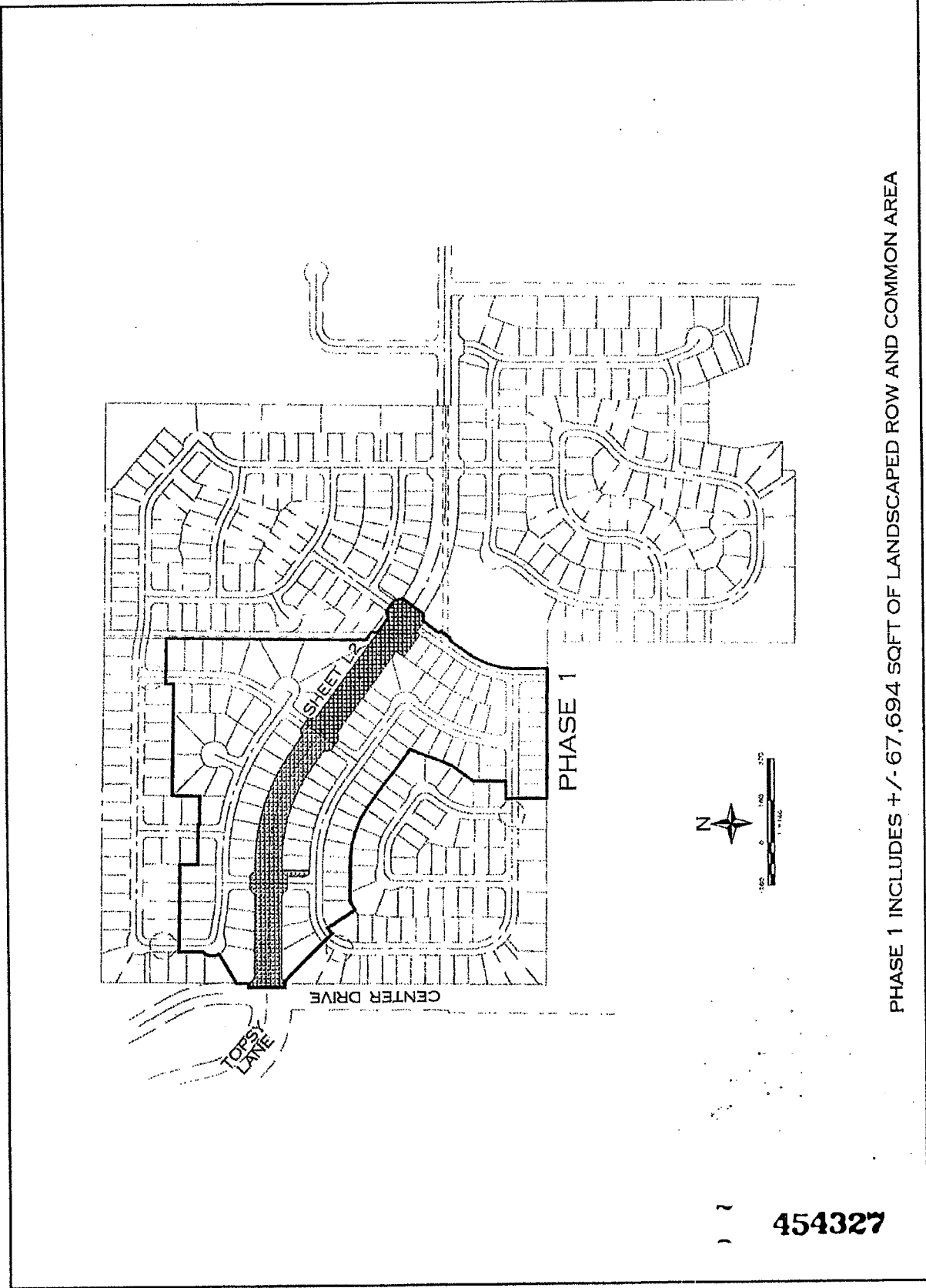


SCHULZ RANCH
 CONCEPTUAL PLANS
 PHASE 1 - LANDSCAPE OVERVIEW

REVISION

DATE: SEPTEMBER 2016
 SCALE: 1" = 50'
 DRAWN: [blank]
 CHECKED: [blank]
 BY: [blank]

DRAWING TITLE
 SHEET: L1
 OF 2 SHEETS



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

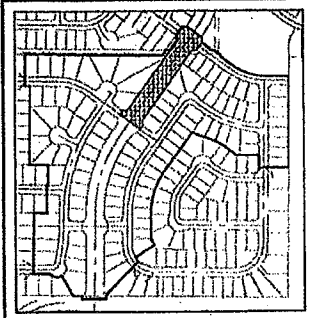
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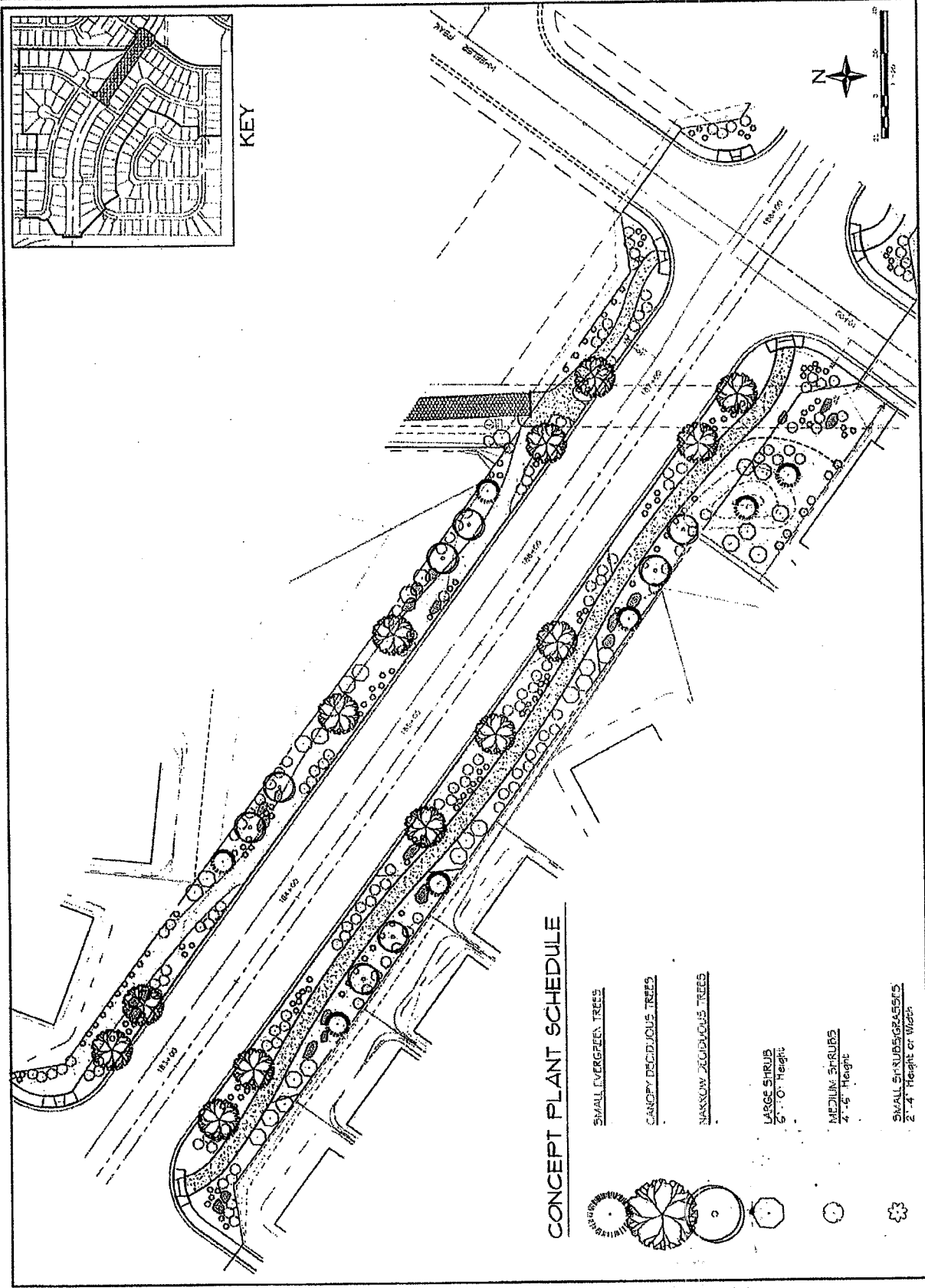
SCHULZ RANCH
CONCEPTUAL PLANS
 PHASE I - ENTRY RD. LANDSCAPE CONCEPT

DIVISION _____
 DATE _____
 SCALE _____
 DRAWN _____
 CHECKED _____







DRAWING TITLE
 LANDSCAPE
 SHEET
L2
 OF 2 SHEETS



KEY



CONCEPT PLANT SCHEDULE

-  SMALL EVERGREEN TREES
-  CANOPY DECIDUOUS TREES
-  NARROW DECIDUOUS TREES
-  LARGE SHRUBS
5'-10' Height
-  MEDIUM SHRUBS
4'-6' Height
-  SMALL SHRUBS/GRASSES
2'-4' Height or More

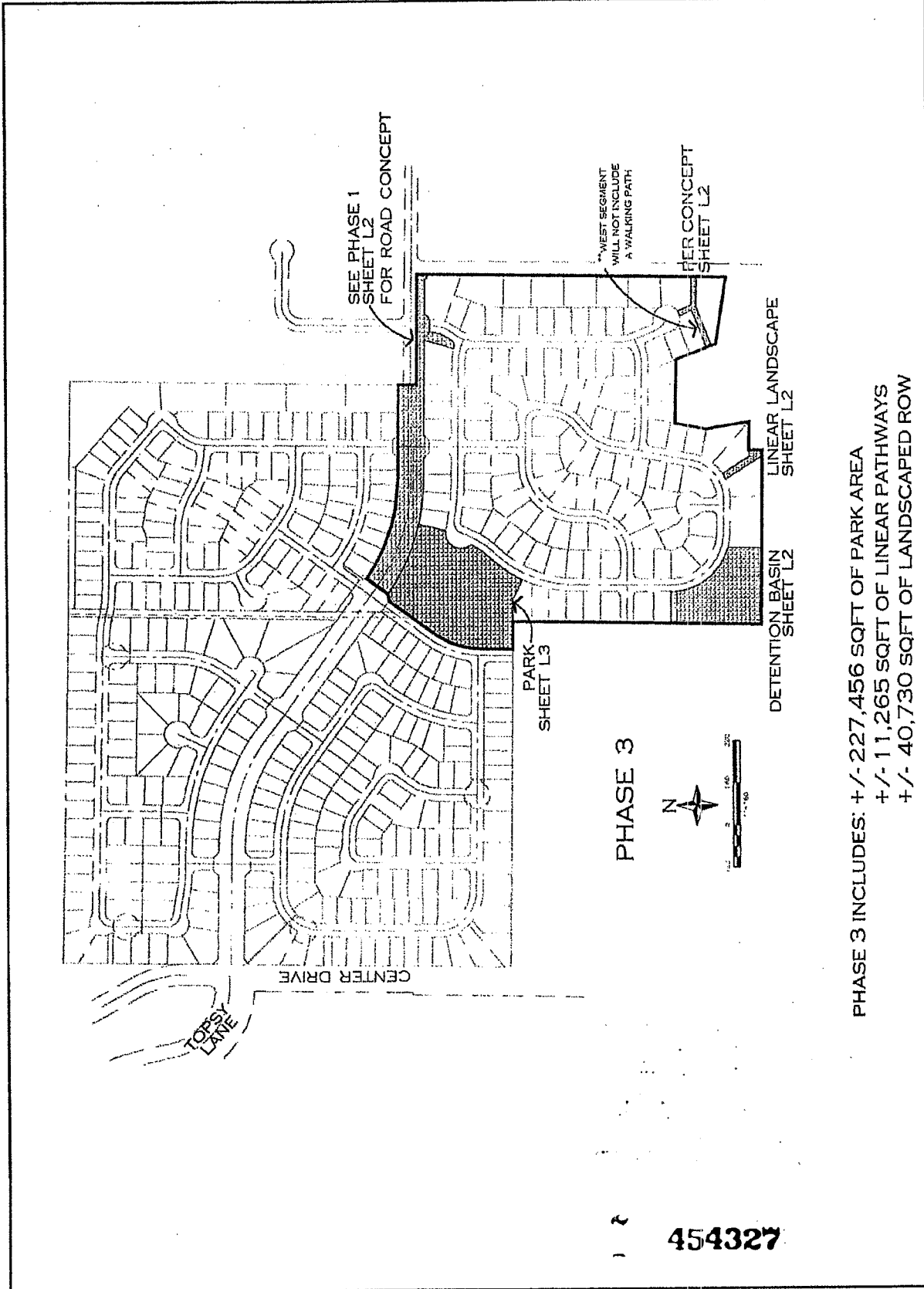
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**SCHULZ RANCH
CONCEPTUAL PLANS
PHASE 3 - LANDSCAPE OVERVIEW**

REVISION	
DATE	
BY	
SCALE	
DRAWN	
CHECKED	

DRAWING TITLE	
SHEET	L1
DATE	01-3-2011



**PHASE 3 INCLUDES: +/- 227,456 SQFT OF PARK AREA
 +/- 11,265 SQFT OF LINEAR PATHWAYS
 +/- 40,730 SQFT OF LANDSCAPED ROW**

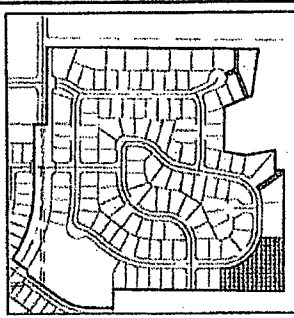


SCHULZ RANCH
CONCEPTUAL PLANS
PHASE 3 - DETENTION & PATH CONCEPTS

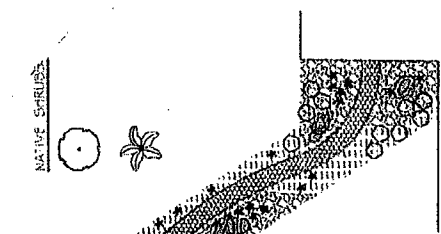
REVISION

DATE: SEPTEMBER 2014
SCALE: 1"=20'-0"
DRAWN: JAW
CHECKED: SW

DRAWING TITLE: CONCEPTUAL PLANS
SHEET: L2
OF 3 SHEETS



KEY



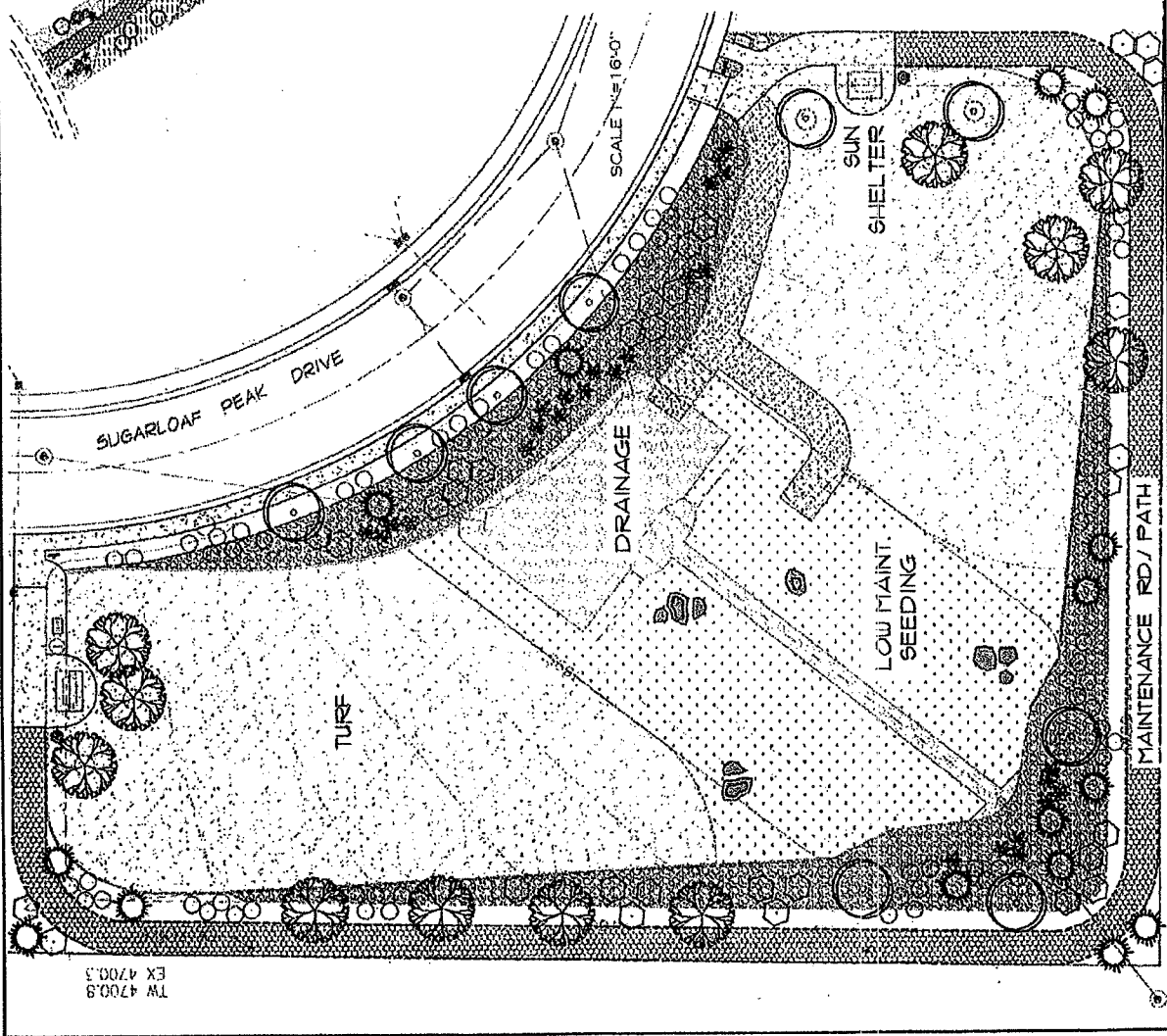
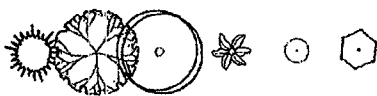
SCALE 1"=20'-0"

LINEAR LANDSCAPE CONCEPT

**LINEAR LANDSCAPE WILL CONTAIN A CONNECTING PATH EXCEPT FOR (1) SEGMENT IN PHASE 2 AND (1) SEGMENT IN PHASE 3

DETENTION BASIN CONCEPT

- EMERSON TREES
- CANOPY DECIDUOUS TREES
- ORNAMENTAL DECIDUOUS TREES
- VINES
- MEDIUM SHRUBS/GRASSES
- LARGE SHRUBS



SCALE 1"=16'-0"

SUGARLOAF PEAK DRIVE

TURF

DRAINAGE

SUN SHELTER

LOW MAINT. SEEDING

MAINTENANCE RD/PATH

TW 4700.9
EX 4700.3

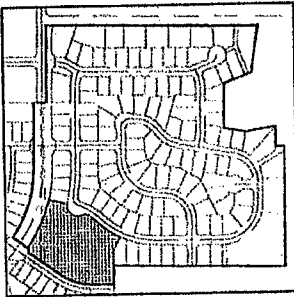
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**SCHULZ RANCH
CONCEPTUAL PLANS
PHASE 3 - PARK CONCEPT**

DATE	CONTINUED ON
SCALE	DRAWN BY
CHECKED BY	SW
REVISION	

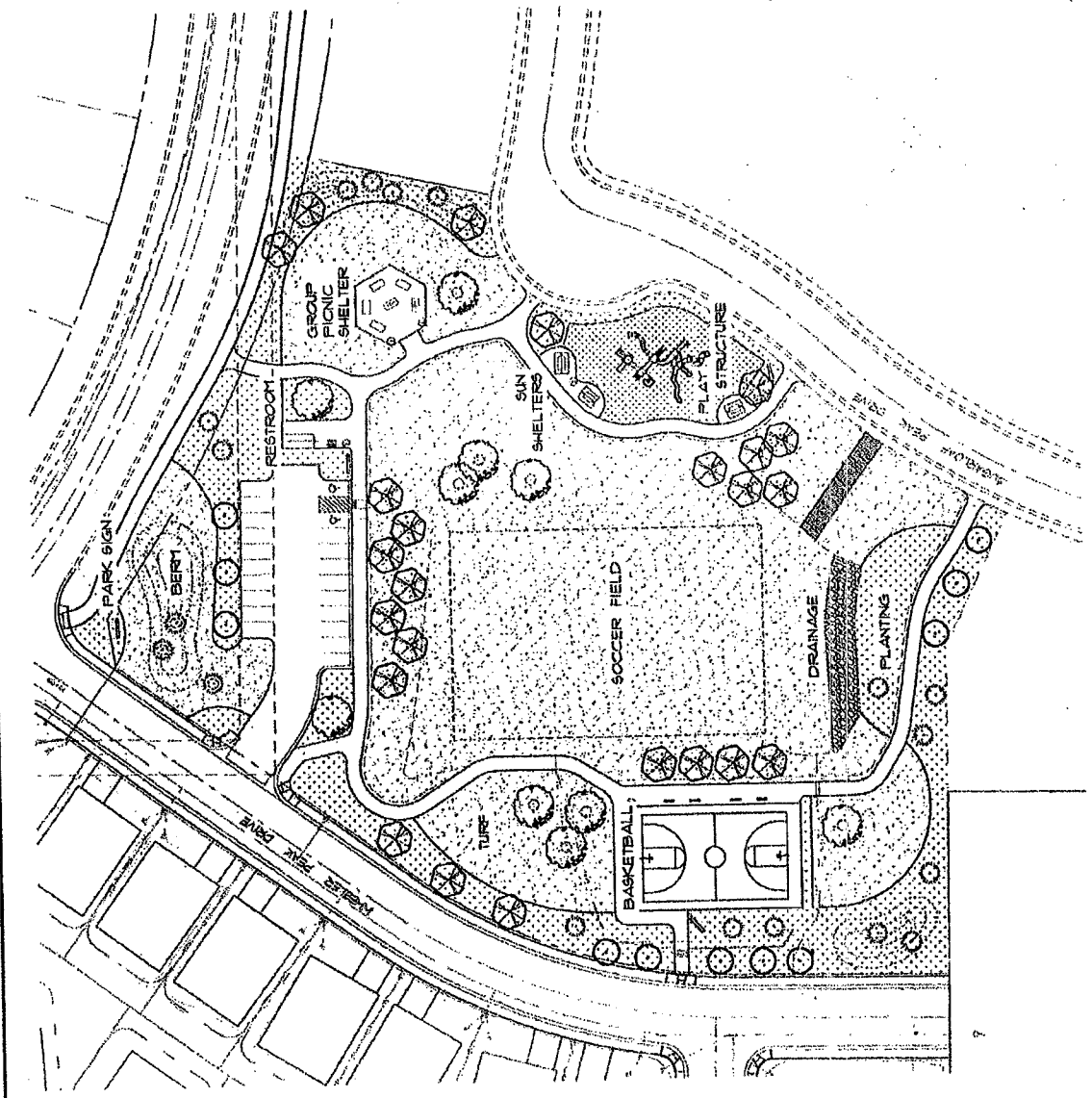
DRAWING TITLE: _____
 SHEET: **L3**
 OF 3 SHEETS



CONCEPT PLANT SCHEDULE



- EVERGREEN TREES
- CANOPY DECIDUOUS TREES
- SPECIAL DECIDUOUS TREES
- NARROW DECIDUOUS TREES



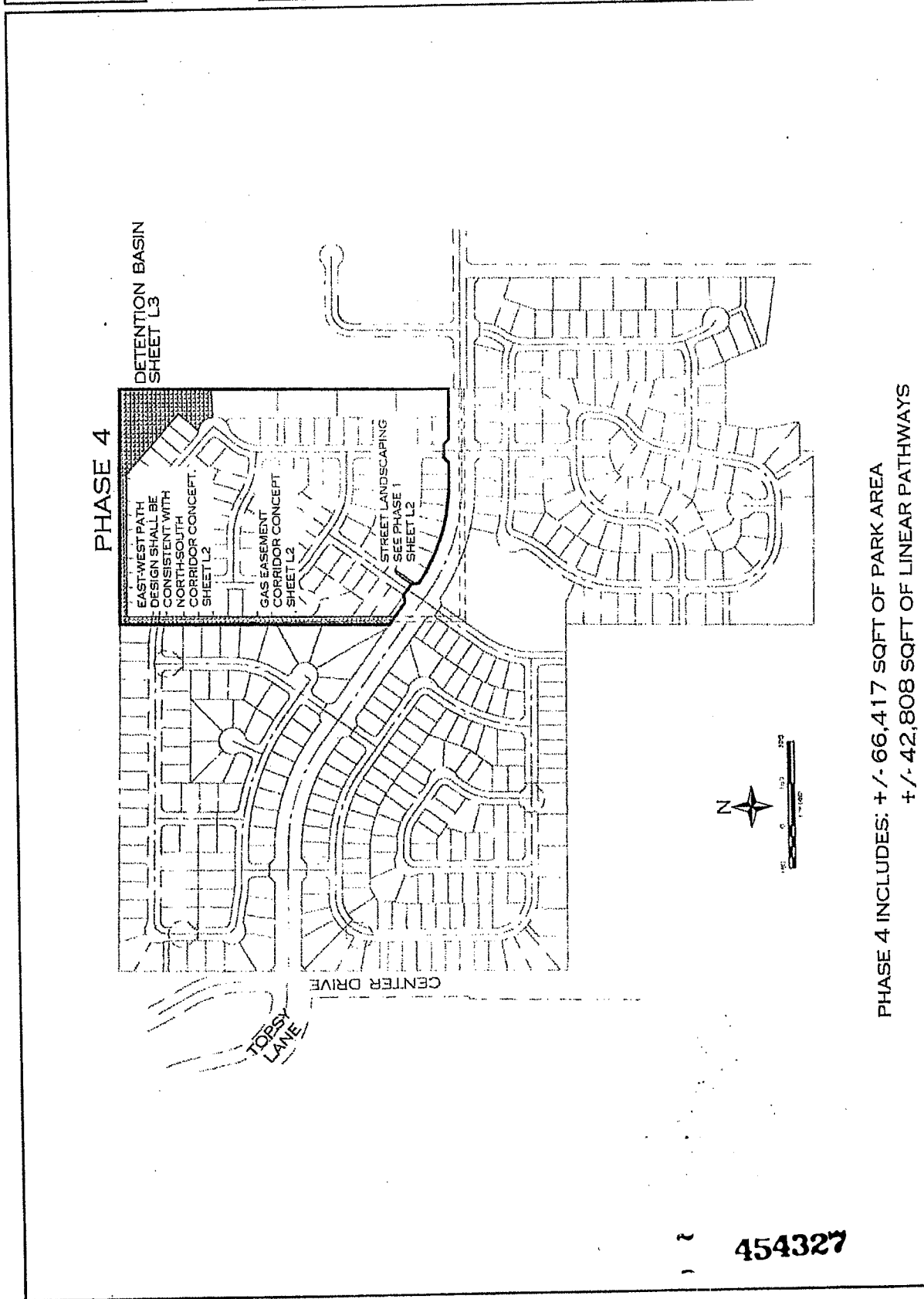
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SCHULZ RANCH
CONCEPTUAL PLANS
PHASE 4 - LANDSCAPE OVERVIEW

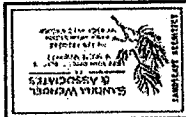
REVISION	
DATE	SEPTEMBER 2014
SCALE	1" = 100'
DRAWN	SW
CHECKED	SW

DRAWING TITLE	
SHEET	L1
OF 3 SHEETS	



PHASE 4 INCLUDES: +/- 66,417 SQFT OF PARK AREA
+/- 42,808 SQFT OF LINEAR PATHWAYS

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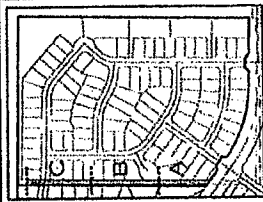


SCHULZ RANCH
CONCEPTUAL PLANS
PHASE 4 - GAS EASEMENT CONCEPTS

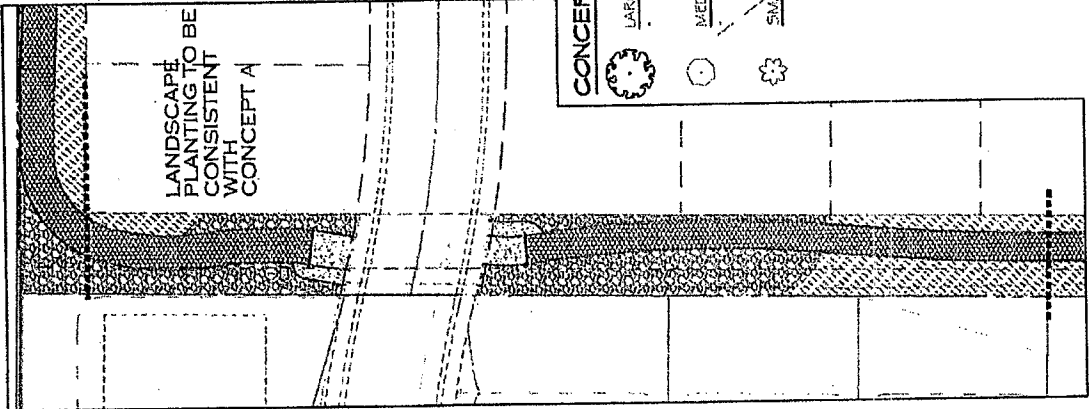
REVISION

DATE: SEPTEMBER 2014
SCALE: 1" = 30'
DRAWN: J. W.
CHECKED: J.W.
BY: J.W.

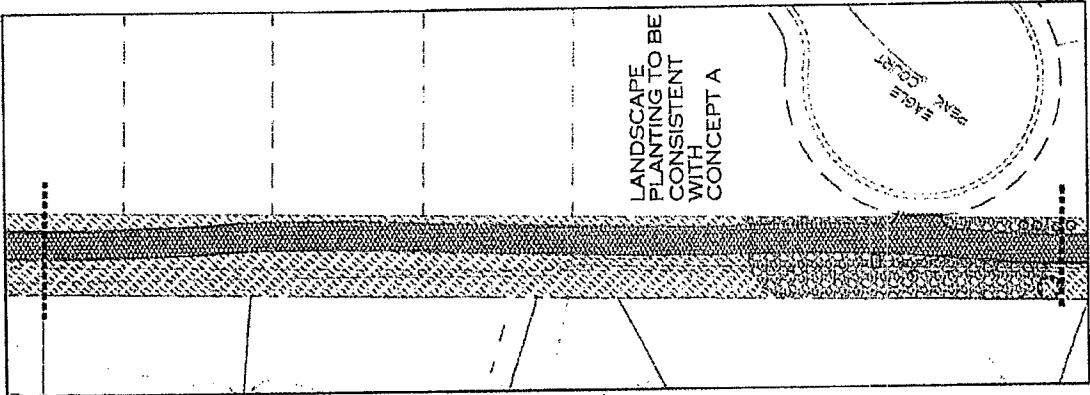
DRAWING TITLE:
LANDSCAPE A & C
SHEET:
L2
OF 3 SHEETS



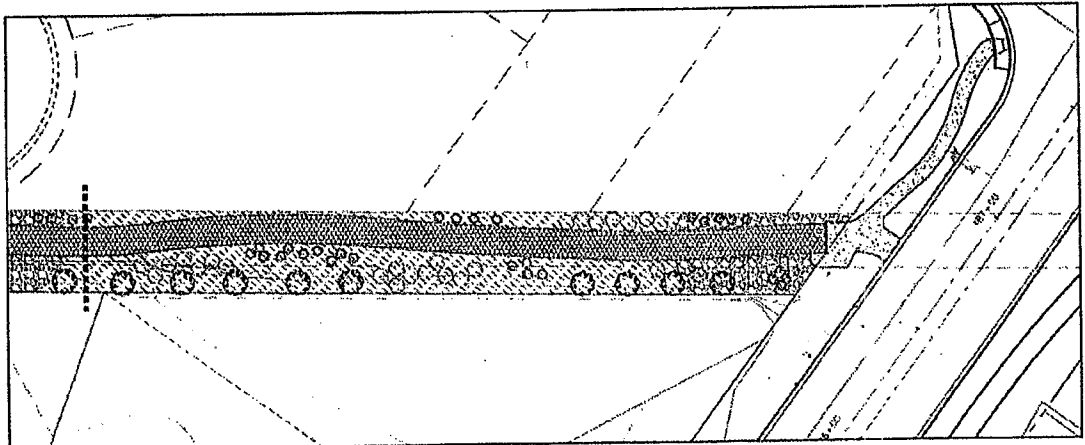
KEY



C



B



A

CONCEPT PLANT SCHEDULE

- LARGE THEME SHRUBS
- MEDIUM SHRUBS
- SMALL STRUSSING/INCT GRASS



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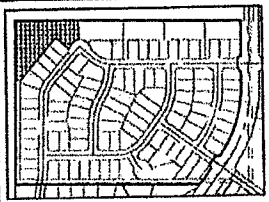


SCHULZ RANCH
CONCEPTUAL PLANS
PHASE 4 - NORTH DETENTION CONCEPT

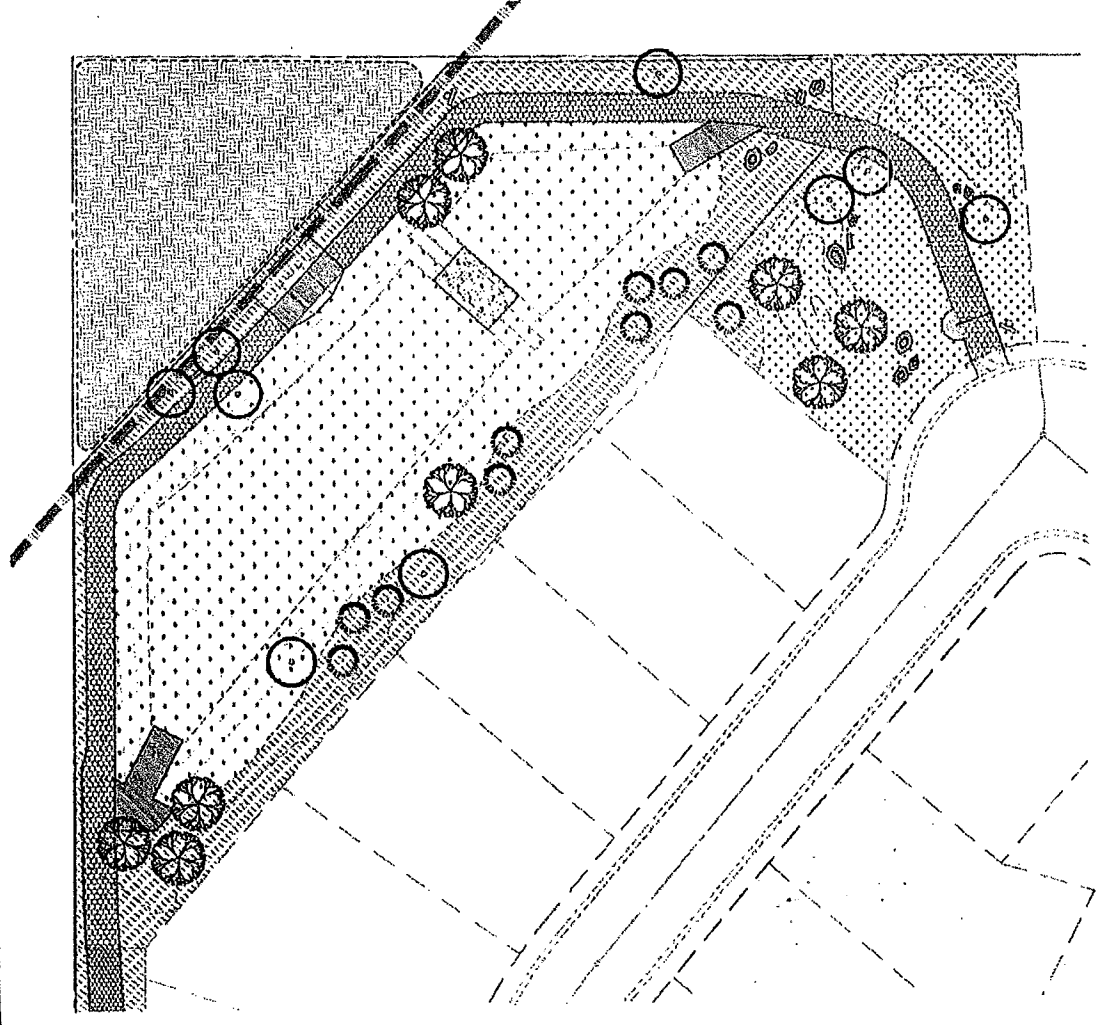
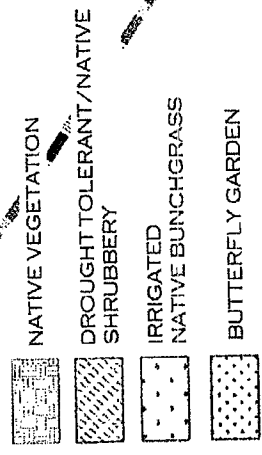
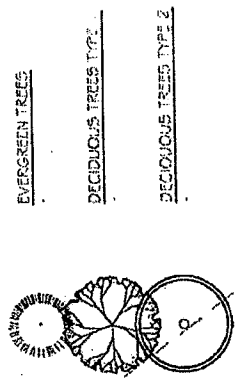
REVISION

DATE: SEPTEMBER 20, 04
SCALE: 1" = 20'
DRAWN: SW
CHECKED: SW

DRAWING TITLE: CONCEPTUAL PLANS
SHEET: L3
OF 3 SHEETS



CONCEPT PLANT SCHEDULE



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EXHIBIT D
TO PETITION

FORM OF MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT

[See following pages.]

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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 _____, 20__ ("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 _____, 20__, Developer submitted to Carson City the Schulz Ranch Maintenance District Petition ("Petition"). On or about _____, 20__, 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.

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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 (i) each Assessed Property's legal description, and if available its assessor's parcel number, for each Assessed Property, (ii) the then current estimated or actual Assessment Amount for each Assessed Property, and (iii) contact information for Carson City for owners of Assessed Property 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. **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 2. EXPIRATION OR TERMINATION OF THIS AGREEMENT SHALL NOT TERMINATE THE MAINTENANCE DISTRICT.**

3. **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 3** survive the expiration or termination of this Agreement.

4. **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.

5. **Maintenance and Administration.**

5.1. 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 Phase (including all Improvements), diligently, in good repair, in accordance with applicable law,

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and at least in as good a condition as existing as of the date of such Final Project Acceptance, normal wear and tear excepted. 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 5.1** survive each Final Project Acceptance as to the applicable Maintenance District Property; provided, however, the standard of maintenance set forth in this **Section 5.1** shall terminate upon Final Project Acceptance for the last and final Phase of Maintenance District Property.

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

6. **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.

7. **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 7** survive each Final Project Acceptance as to the applicable Maintenance District Property for a period of two (2) years.

8. **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

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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.

9. **Petition Deposit.** Developer shall pay to Carson City on or before the date the Notice of Creation is recorded in the Official Records, a deposit for start-up costs of the Maintenance District in an amount equal to \$5,000.00 ("Deposit"). On and after Final Project Acceptance for the Phase 1 Maintenance District Property, the Deposit may be used by Carson City only to fund maintenance expenses that exceed Assessment Amounts collected by Carson City. If, at the build-out of the Project as described on Exhibit G to the Petition, Assessment Amounts collected by Carson City exceed maintenance expenses such that excess Assessment Amounts are held by Carson City, the Deposit will be promptly refunded to Developer. The terms of this **Section 9** survive the expiration or termination of this Agreement.

10. **CCMC 15.60-Residential Construction Tax.** Developer, at its cost, is dedicating land and improvements for a neighborhood park within the Project; as a result, the residential construction tax described in CCMC 15.60 et. seq. will not be collected by Carson City at the time building permits are issued for residential dwelling units in the Project. The terms of this **Section 10** survive the expiration or termination of this Agreement.

11. **Notice.** Any communication, notice or demand of any kind whatsoever that either Party may be required or may desire to give to or serve upon the other shall be in writing, addressed to the Parties at the addresses set forth below, and delivered by personal service, by Federal Express or other reputable overnight delivery service, or by facsimile transmission:

If to Developer 1:

Schulz Ranch, LLC
c/o Crown West Land Group
333 East Wetmore Road, Suite 250
Tucson, AZ 85705

Attn: Dean Wingert
Tel: (520) 888-3962
Fax: (520) 888-3198

With a copy to:

Fennemore Craig Jones Vargas
300 E. Second Street, Suite 1510
Reno, Nevada 89501

Attn: Elizabeth Fielder, Esq.
Tel: (775) 788-2200
Fax: (775) 786-1177

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

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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.

12. **Application of Subsequently Enacted Codes.** Carson City may, following the recordation of the Notice of Creation in the Official Records, adopt (i) new codes, ordinances, rules, resolutions and regulations, and/or (ii) amend any existing codes, ordinances, rules, resolutions and regulations, applicable to the Maintenance District (subsection (i) and (ii) are referred to collectively as "Subsequent Codes"); provided, however, Carson City may not apply Subsequent Codes to Developer that are materially inconsistent or in conflict with CCMC 17.18 as in effect on the date the Notice of Creation is recorded in the Official Records. For purposes of this **Section 12**, the phrase "materially inconsistent or in conflict with" includes, but is not limited to, restrictions, requirements, conditions, standards or obligations which are more burdensome, more expensive, or more onerous for Developer to satisfy than those in CCMC 17.18 as in effect on the date the Notice of Creation is recorded in the Official Records.

13. **Miscellaneous.**

13.1. CCMC 17.08 and NRS 278.0201. This Agreement is a "development agreement" within the meaning of CCMC 17.08 and NRS 278.0201.

13.2. 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.

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

13.4. 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.

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

13.6. 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.

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

13.8. 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.

13.9. 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.

13.10. 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.

13.11. 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.

13.12. 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.

13.13. 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.

13.14. 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.

13.15. 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.

13.16. 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.

13.17. 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.

13.18. 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 |

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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 _____, 20__, by _____, as _____ of SCHULZ RANCH, LLC, a Delaware limited liability company.

Notary Public
My Commission Expires: _____

~
- **454327**

STATE OF NEVADA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, 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 _____, 20__, by _____, as _____ of CARSON CITY, a consolidated municipality.

Notary Public
My Commission Expires: _____

EXHIBIT A
TO DEVELOPMENT AGREEMENT

PROPERTY

454327

9698368.8

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.

454327

EXHIBIT B
TO DEVELOPMENT AGREEMENT

FORM OF NOTICE OF MAINTENANCE DISTRICT ASSESSMENT

9698368.8

454327

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 Assessed Property within the Maintenance District is \$ _____ per each Assessed Property 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. **NOTE THAT:**

THE NUMBER OF ASSESSED PROPERTIES WITHIN THE MAINTENANCE DISTRICT, AND THE ASSESSMENT AMOUNT FOR EACH ASSESSED PROPERTY, ARE SUBJECT TO CHANGE FROM TIME TO TIME. THE FORGOING ESTIMATE IS AN ESTIMATE ONLY. THE ACTUAL ASSESSMENT AMOUNT FOR EACH ASSESSED PROPERTY FOR EACH YEAR WILL BE DETERMINED BY CARSON CITY PURSUANT TO CCMC 17.18.090.

YOU ARE FURTHER NOTIFIED that information about Maintenance District, the Petition, the Assessment, and the Assessment Amount for each Assessed Property, 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.

[Signatures to follow.]

454327

DATED: this _____ day of _____, 20__.

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 _____, 20__, 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 _____, 20__, 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

454327

EXHIBIT C
TO DEVELOPMENT AGREEMENT

CONSTRUCTION SCHEDULE

9698368.8

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Schulz Ranch LMD Construction Schedule

Year	Phase	# of Assessed Properties	LMD Improvements
2015-16	1	108	Portion of Racetrack Road landscaping as outlined in Exhibit C-2 of the LMD Petition
2017-18	2	105	Linear pathways as outlined in Exhibit C-2 of the LMD Petition
2019-20	3	111	Remainder of Racetrack Road landscaping, *neighborhood park, south detention basin/ park, and linear pathways as outlined in Exhibit C-2 of the LMD Petition
2021-22	4	100	North detention basin/ park and gas line easement linear pathway as outlined in Exhibit C-2 of the Petition

* The neighborhood park will be completed in conformance with Exhibit L to the Development Agreement (Amendment No. 1) for Schulz Ranch dated April 3, 2014.

454327

EXHIBIT E
TO PETITION

DEVELOPMENT STANDARDS REQUIREMENTS

[See following pages.]

~
- 454327

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" Caliper 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

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Schulz Ranch Phase 2 Development Standards Requirements

(3) PEDESTRIAN CORRIDORS - LANDSCAPE & IRRIGATION

Description	Unit	Quantity
Rock and Dec. Granite Mulches	CY	108
Weed Fabric	SF	5,800
Pre-emergent Herbicide	LS	1
Crushed Rock Path	CY	26
Soil for Mounds	CY	170
Concrete Curb	LF	690
Boulders (3 sizes average)	EA	26
5 Gallon Shrubs	EA	58
1 Gallon Shrubs	EA	80
Temporary Drip Irrig., Backflows, etc.	LS	1

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Schulz Ranch Phase 3 Development Standards Requirements

PARK LANDSCAPE

Description	Unit	Quantity
Mobilization	LS	1
Min. 6' Evergreens	EA	18
2" Calliper 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
6' 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 Engin.)	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" Caliper 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

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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
Mutt Mitt 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

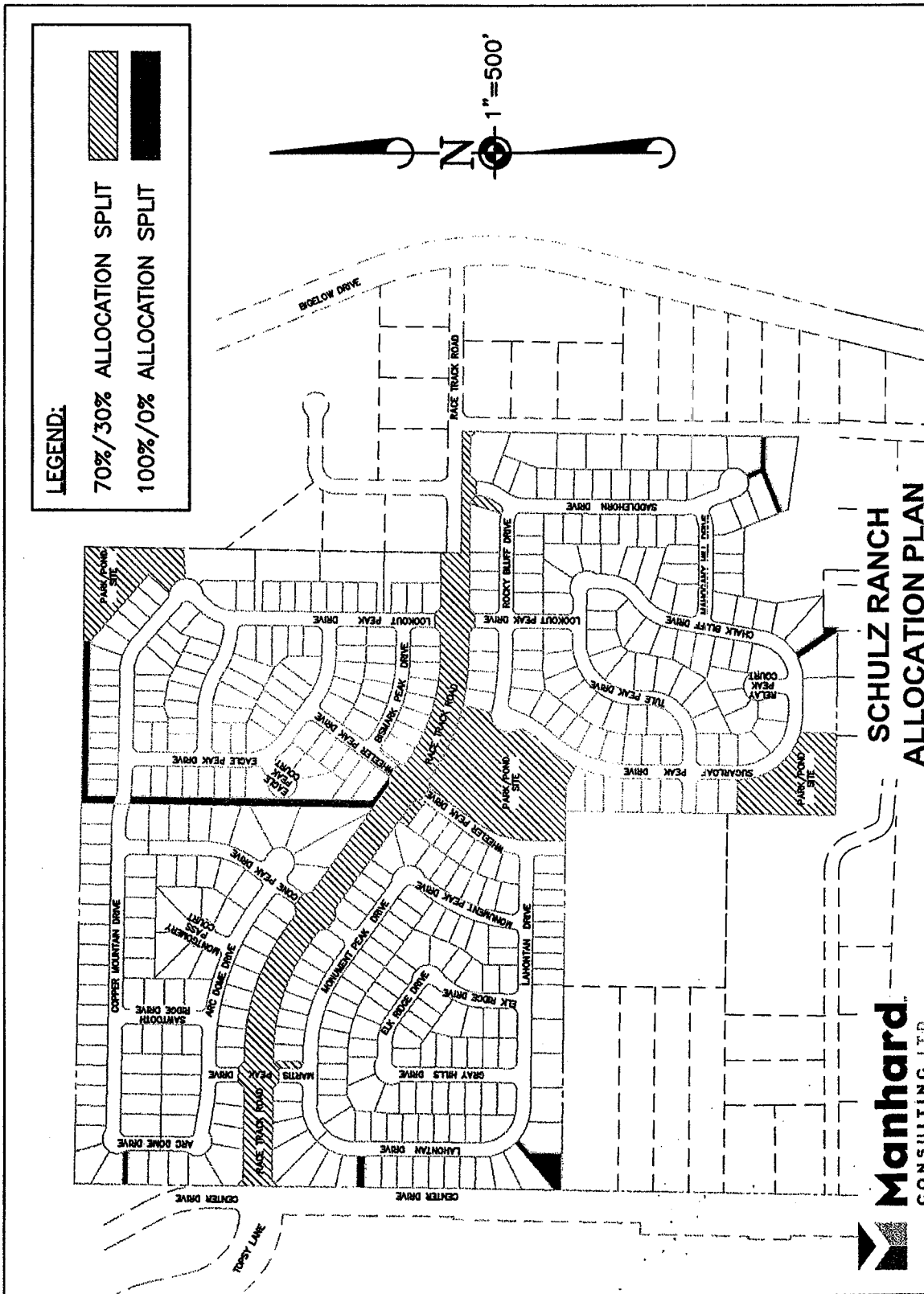
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EXHIBIT F
TO PETITION

ALLOCATION PLAN

[See following pages.]

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EXHIBIT G
TO PETITION

FINANCIAL PLAN

[See following pages.]

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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
			Subtotal:	\$ 133,112.00

Total Neighborhood Park Maintenance 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.

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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	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
Total:			\$		x100%
			\$		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

454327

**Schulz Ranch
Landscape Maintenance District (LMD)
Financial Plan
March 2015**

Year	Assessed Properties	LMD Improvements	LMD Share Maint. Costs		City Share Maint. Costs	Annual Assessment Per Assessed Property	LMD Assessment Revenue	LMD Starting Balance	LMD Ending Balance
			Maint. Costs	Share Maint. Costs					
Initial Deposit							\$0		\$5,000
1	108	Phase 1	\$20,308	\$14,216	\$6,092	\$210.11	\$22,692	\$5,000	\$13,476
2	108	Phase 1	\$20,308	\$14,216	\$6,092	\$231.12	\$24,961	\$13,476	\$24,221
3	213	Phases 1 & 2	\$24,131	\$18,039	\$6,092	\$254.23	\$54,151	\$24,221	\$60,333
4	213	Phases 1 & 2	\$24,131	\$18,039	\$6,092	\$279.65	\$59,566	\$60,333	\$101,861
5	324	Phases 1, 2, & 3	\$191,366	\$135,847	\$55,519	\$307.62	\$99,669	\$101,861	\$65,683
6	324	Phase 1, 2, & 3	\$191,366	\$135,847	\$55,519	\$338.38	\$109,636	\$65,683	\$39,472
7	424	Full Buildout	\$218,716	\$157,817	\$60,899	\$372.22	\$157,817	\$39,472	\$39,472

- Notes:**
1. Initial annual Assessment Amount of \$210.11 per Assessed Property
 2. 10% annual Assessment Amount increases are projected until Full Buildout
 3. Annual Assessment Amount at Full Buildout of \$372.22 per Assessed Property
 4. The billing cycle for the Assessment Amount will be the same as the billing cycle for real property taxes; Assessment Amounts will be prorated for partial years (e.g., an Assessed Property is created in the middle of the fiscal year, the Assessed Property is only responsible to pay for the time period from and after creation)
 5. Year 1 begins upon Final Project Acceptance for the Improvements associated with the Phase 1 LMD Property
 6. Table assumes that development phases are completed every two years

454327

EXHIBIT H
TO PETITION

MAINTENANCE PLAN

[See following pages.]

454327

Schulz Ranch Maintenance Plan		
*Maintenance Levels		
	Turf	Non-Turf
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
*Performance Levels		
	Turf	Non-Turf
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.		

454327

#2

RECORDED/FILE #454328

ORDINANCE NO. 2015-4

**SCHULZ RANCH MAINTENANCE DISTRICT
DEVELOPMENT AGREEMENT**

APN See attached

APN "

APN "

RECORDED AT THE
CARSON CITY CLERK-RECORDERS

2015 MAY 28 AM 11:09

454328

FILE NO

SUSAN MERRIWETHER
CARSON CITY RECORDER

FEES REC REP

FOR RECORDER'S USE ONLY

Schulz Ranch Development Agreement
TITLE OF DOCUMENT

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

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

Cheryl Eggert
Signature

Cheryl Eggert Records Clerk
Print Name & Title

WHEN RECORDED MAIL TO:

Kathy King

454328

13(A)

**Carson City
Agenda Report**

Date Submitted: May 12, 2015

Agenda Date Requested: May 21, 2015

Time Requested: 5 minutes.

To: Mayor and Board of Supervisors

2015.4

From: Parks and Recreation Department

Subject Title: For Possible Action: To adopt on second reading Bill No. 106, Ordinance No. _____ an ordinance approving the Schulz Ranch Maintenance District Development Agreement for the planned Schulz Ranch Development. (Roger Moellendorf, Parks and Recreation Director)

Staff Summary: On April 16, 2015 the Board of Supervisors accepted and approved the Schulz Ranch Maintenance District Petition and the Schulz Ranch Maintenance District Development Agreement for the planned Schulz Ranch Development. Title 17.18 of the Carson City Municipal Code requires that a maintenance district petition include a maintenance district development agreement. This was done; however, this matter was not immediately followed up with a first reading of the underlying ordinance. Title 17.08 of the Carson City Municipal Code requires that development agreements like the subject "Schulz Ranch Maintenance District Development Agreement" be approved through ordinance; the reason for this item.

Type of Action Requested: (check one)

- Resolution
- Ordinance –Second Reading
- Formal Action/Motion
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move adopt on second reading Bill No. 106, Ordinance No. _____ an ordinance approving the Schulz Ranch Maintenance District Development Agreement for the planned Schulz Ranch Development.

Explanation for Recommended Board Action: Carson City Municipal Code Title 17.08 requires that development agreements be approved by an ordinance.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 278.4787, NRS 278.0201, NRS 278.0203, CCMC 17.18 (Landscape Maintenance Districts) and CCMC 17.08 (Development Agreements) including CCMC 17.08.015.

Fiscal Impact: N/A.

Explanation of Impact: N/A

Funding Source: N/A.

Alternatives: Reject the Ordinance.

Supporting Material: Ordinance No. 2015- _____.

Prepared By: Roger Moellendorf

454328

Reviewed By: *R. Mally*
(Department Head)

Date: 5/12/15

Wickham
(City Manager)

Date: 5/12/15

[Signature]
(District Attorney)

Date: 5/12/15

Michael A. White
(Finance Director)

Date: 5/12/15

Board Action Taken:

Motion: APP 1: BB Aye/Nay 5/0
2: LB/JS

AM
(Vote Recorded By)

454328

BILL NO. 106

ORDINANCE NO. 2015-4

AN ORDINANCE APPROVING THE SCHULZ RANCH MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT AND OTHER MATTERS PROPERLY RELATED THERETO.

Fiscal Effect: None

THE BOARD OF SUPERVISORS OF CARSON CITY DOES HEREBY ORDAIN:

WHEREAS, CARSON CITY and SCHULZ RANCH, LLC and RYDER-DUDA CARSON, LLC (hereinafter "SCHULZ RANCH") entered into a Development Agreement which was approved by the Board of Supervisors as Ordinance 2011-16, Bill No. 111 on September 1, 2011, and on April 3, 2014, the Board of Supervisors approved the First Amendment thereto allowing, among other things, a phasing plan, as Ordinance No. 2014-6, Bill No. 106 (collectively hereinafter "Development Agreement"); and

WHEREAS, the land which is the subject of this Ordinance is subject to the Tentative Subdivision Map entitled "Schulz Ranch Development Common Open Space Subdivision" (hereinafter "Schulz Ranch Development") that was approved by the Carson City Board of Supervisors on October 20, 2005, and which land is more particularly described in Exhibit "A" hereto;

WHEREAS, on April 16, 2015, the Carson City Board of Supervisors unanimously approved and accepted the Schulz Ranch Maintenance District Petition (hereinafter "Petition") and the Schulz Ranch Maintenance District Development Agreement for the planned Schulz Ranch Development as presented by Manhard Consulting LTD. and staff; and the Schulz Ranch Maintenance District Development Agreement so approved is attached hereto as Exhibit "B" (hereinafter "Maintenance District Development Agreement"); and

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WHEREAS, the duration of the Maintenance District Development Agreement, the permitted uses of the land, the density or intensity of the land use, the maximum height and size of any proposed buildings, and any provisions for the dedication of any portion of the land for public use, are provided for in the Maintenance District Development Agreement; and

WHEREAS, the Carson City Board of Supervisors has determined that the contents of the Maintenance District Development Agreement conform with CCMC 17.08, CCMC 17.18.050(2)(c), NRS 278.0201, NRS 278.0203 and Carson City's Master Plan; and

NOW, THEREFORE, the Board of Supervisors hereby ordains:

1. The Maintenance District Development Agreement does not affect the rights of residents to maintain and enforce the provisions of Carson City's Master Plan.

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

3. The Maintenance District Development Agreement attached and incorporated herein as Exhibit "B" is approved.

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

PROPOSED on May 7, 2015, by Supervisor Brad Bonkowski

PASSED May 21, 2015, by the following vote:

AYES: Supervisor Brad Bonkowski
Supervisor Karen Abowd
Supervisor Lori Bagwell
Supervisor Jim Shirk
Mayor Robert Crowell

NAYS: None.

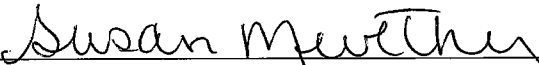
ABSENT: None.

ABSTAIN: None.



ROBERT L. CROWELL, Mayor

ATTEST:



SUSAN MERRIWETHER, Clerk - Recorder

This ordinance shall be in force and effect from and after the 24th day of May, 2015.

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EXHIBIT "A"

Legal Description

All that certain real property situate in Carson City, State of Nevada, more particularly described as follows:

Lot 1-1 through Lot 1-40, Lot 4-1 through Lot 4-60, and 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.

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.

* * *

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EXHIBIT "B"

Maintenance District Development Agreement

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APN: See attached schedule
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, LLC
c/o Crown West Land Group
333 East Wetmore Road, Suite 250
Tucson, AZ 85705

**SCHULZ RANCH MAINTENANCE DISTRICT
DEVELOPMENT AGREEMENT**

This **SCHULZ RANCH MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT** ("Agreement") is made effective as of the 21st day of May, 2015 ("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 March 27, 2015, Developer submitted to Carson City the Schulz Ranch Maintenance District Petition ("Petition"). On or about April 16, 2015, 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 May 29, 2015, as Document No. 454327, 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 (i) each Assessed Property's legal description, and if available its assessor's parcel number, for each Assessed Property, (ii) the then current estimated or actual Assessment Amount for each Assessed Property, and (iii) contact information for Carson City for owners of Assessed Property 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. **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 2.** **EXPIRATION OR TERMINATION OF THIS AGREEMENT SHALL NOT TERMINATE THE MAINTENANCE DISTRICT.**

3. **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 3** survive the expiration or termination of this Agreement.

4. **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.

5. **Maintenance and Administration.**

5.1. 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 Phase (including all Improvements), diligently, in good repair, in accordance with applicable law,

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and at least in as good a condition as existing as of the date of such Final Project Acceptance, normal wear and tear excepted. 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 5.1 survive each Final Project Acceptance as to the applicable Maintenance District Property; provided, however, the standard of maintenance set forth in this Section 5.1 shall terminate upon Final Project Acceptance for the last and final Phase of Maintenance District Property.

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

6. **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.

7. **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 7 survive each Final Project Acceptance as to the applicable Maintenance District Property for a period of two (2) years.

8. **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.

9. **Petition Deposit.** Developer shall pay to Carson City on or before the date the Notice of Creation is recorded in the Official Records, a deposit for start-up costs of the Maintenance District in an amount equal to \$5,000.00 ("Deposit"). On and after Final Project Acceptance for the Phase I Maintenance District Property, the Deposit may be used by Carson City only to fund maintenance expenses that exceed Assessment Amounts collected by Carson City. If, at the build-out of the Project as described on Exhibit G to the Petition, Assessment Amounts collected by Carson City exceed maintenance expenses such that excess Assessment Amounts are held by Carson City, the Deposit will be promptly refunded to Developer. The terms of this **Section 9** survive the expiration or termination of this Agreement.

10. **CCMC 15.60-Residential Construction Tax.** Developer, at its cost, is dedicating land and improvements for a neighborhood park within the Project; as a result, the residential construction tax described in CCMC 15.60 et. seq. will not be collected by Carson City at the time building permits are issued for residential dwelling units in the Project. The terms of this **Section 10** survive the expiration or termination of this Agreement.

11. **Notice.** Any communication, notice or demand of any kind whatsoever that either Party may be required or may desire to give to or serve upon the other shall be in writing, addressed to the Parties at the addresses set forth below, and delivered by personal service, by Federal Express or other reputable overnight delivery service, or by facsimile transmission:

If to Developer 1: Schulz Ranch, LLC
c/o Crown West Land Group
333 East Wetmore Road, Suite 250
Tucson, AZ 85705

Attn: Dean Wingert
Tel: (520) 888-3962
Fax: (520) 888-3198

With a copy to: Fennemore Craig Jones Vargas
300 E. Second Street, Suite 1510
Reno, Nevada 89501

Attn: Elizabeth Fielder, Esq.
Tel.: (775) 788-2200
Fax: (775) 786-1177

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.

12. **Application of Subsequently Enacted Codes.** Carson City may, following the recordation of the Notice of Creation in the Official Records, adopt (i) new codes, ordinances, rules, resolutions and regulations, and/or (ii) amend any existing codes, ordinances, rules, resolutions and regulations, applicable to the Maintenance District (subsection (i) and (ii) are referred to collectively as "Subsequent Codes"); provided, however, Carson City may not apply Subsequent Codes to Developer that are materially inconsistent or in conflict with CCMC 17.18 as in effect on the date the Notice of Creation is recorded in the Official Records. For purposes of this **Section 12**, the phrase "materially inconsistent or in conflict with" includes, but is not limited to, restrictions, requirements, conditions, standards or obligations which are more burdensome, more expensive, or more onerous for Developer to satisfy than those in CCMC 17.18 as in effect on the date the Notice of Creation is recorded in the Official Records.

13. **Miscellaneous.**

13.1. **CCMC 17.08 and NRS 278.0201.** This Agreement is a "development agreement" within the meaning of CCMC 17.08 and NRS 278.0201.

13.2. **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.

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

13.4. 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.

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

13.6. 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.

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

13.8. 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.

13.9. 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.

13.10. 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.

13.11. 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.

13.12. 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.

13.13. 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.

13.14. 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.

13.15. 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.

13.16. 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.

13.17. 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.

13.18. 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: Jay Ryder
Its: manager

By: _____
Name: _____
Its: _____

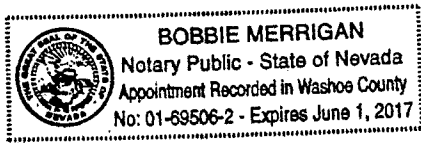
STATE OF NEVADA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by _____, as _____ of SCHULZ RANCH, LLC, a Delaware limited liability company.

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
) ss.
COUNTY OF Washoe)

This instrument was acknowledged before me on May 20, 2015, by
N. Jay Ryder, as manager of RYDER-
DUDA CARSON, LLC, a Nevada limited liability company.



Bobbie Merrigan
Notary Public
My Commission Expires: 6-01-2017

STATE OF NEVADA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by
_____, as _____ of CARSON
CITY, a consolidated municipality.

Notary Public
My Commission Expires: _____

EXHIBIT A
TO DEVELOPMENT AGREEMENT
PROPERTY

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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.

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EXHIBIT B
TO DEVELOPMENT AGREEMENT

FORM OF NOTICE OF MAINTENANCE DISTRICT ASSESSMENT

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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 Assessed Property within the Maintenance District is \$_____ per each Assessed Property 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. **NOTE THAT:**

THE NUMBER OF ASSESSED PROPERTIES WITHIN THE MAINTENANCE DISTRICT, AND THE ASSESSMENT AMOUNT FOR EACH ASSESSED PROPERTY, ARE SUBJECT TO CHANGE FROM TIME TO TIME. THE FORGOING ESTIMATE IS AN ESTIMATE ONLY. THE ACTUAL ASSESSMENT AMOUNT FOR EACH ASSESSED PROPERTY FOR EACH YEAR WILL BE DETERMINED BY CARSON CITY PURSUANT TO CCMC 17.18.090.

YOU ARE FURTHER NOTIFIED that information about Maintenance District, the Petition, the Assessment, and the Assessment Amount for each Assessed Property, 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.

[Signatures to follow.]

#3

RECORDED/FILE #454329

NOTICE OF MAINTENANCE DISTRICT ASSESSMENT

APN: See attached schedule

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:

RECORDED AT THE
REQUEST OF
CARSON CITY CLERK-RECORDER
2016 MAY 28 AMT: 10

FILE NO. 454329
SUSAN HERRIWETHER
CARSON CITY RECORDER

FILE MC

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 May 28, 2015, as File No. 454329, in the Official Records, Carson City, Nevada.

YOU ARE FURTHER NOTIFIED that the current estimate of the Assessment Amount for each Assessed Property within the Maintenance District is \$210.11 per each Assessed Property 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. **NOTE THAT:**

THE NUMBER OF ASSESSED PROPERTIES WITHIN THE MAINTENANCE DISTRICT, AND THE ASSESSMENT AMOUNT FOR EACH ASSESSED PROPERTY, ARE SUBJECT TO CHANGE FROM TIME TO TIME. THE FORGOING ESTIMATE IS AN ESTIMATE ONLY. THE ACTUAL ASSESSMENT AMOUNT FOR EACH ASSESSED PROPERTY FOR EACH YEAR WILL BE DETERMINED BY CARSON CITY PURSUANT TO CCMC 17.18.090.

YOU ARE FURTHER NOTIFIED that information about Maintenance District, the Petition, the Assessment, and the Assessment Amount for each Assessed Property, may be obtained by contacting Carson City as follows: Carson City Parks and Recreation Department at (775) 887-2262.

454329

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

[Signatures to follow.]

DATED: this 21st day of May, 2015.

SCHULZ RANCH, LLC,
a Delaware limited liability company

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

By: *Wesley Huang*
Name: *WESLEY HUANG*
Its: *AUTH. PARTY*

By: _____
Name: _____
Its: _____

Colorado
STATE OF NEVADA)
) ss.
COUNTY OF *Arapahoe*)

This instrument was acknowledged before me on *May 19*, 2015, by *Wesley Huang*, as *Authorized Party* of SCHULZ RANCH, LLC, a Delaware limited liability company.

BARBARA J. EINSPAHR
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974022603
MY COMMISSION EXPIRES DECEMBER 17, 2017
Barbara J Einspahr
Notary Public
My Commission Expires: *December 17, 2017*

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: _____

DATED: this 21st day of May, 2015.

SCHULZ RANCH, LLC,
a Delaware limited liability company

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

By: _____
Name: _____
Its: _____

By: *[Signature]*
Name: Jay Ryder
Its: Manager

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 Washoe)

This instrument was acknowledged before me on May 20, 2015, by N. Jay Ryder, as Manager of RYDER-DUDA CARSON, LLC, a Nevada limited liability company.

Notary Public
My Commission Expires: _____

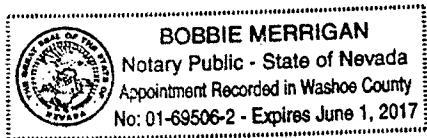


EXHIBIT A
TO NOTICE OF MAINTENANCE DISTRICT ASSESSMENT

Legal Description

All that certain real property situate in Carson City, State of Nevada, more particularly described as follows:

Lot 1-1 through Lot 1-40, Lot 4-1 through Lot 4-60, and 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, Official Records of Carson City, Nevada;

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, Official Records of Carson City, Nevada;

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, Official Records of Carson City, Nevada; 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, Official Records of Carson City, Nevada.

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, Official Records of Carson City, Nevada.

SCHEDULE OF APNs

TO NOTICE OF MAINTENCE DISTRICT ASSESSMENT

010-701-01 through 20

010-702-01 through 09

010-703-01 through 08

010-703-29 through 32

010-704-01 through 21

010-711-01 through 09

010-712-01 through 04

010-713-01 through 09

010-714-01 through 13

010-715-01 through 05

009-311-69 through 71

010-671-06 through 15

009-311-64

454329