

LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT PETITION

This **LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT PETITION** (“**Petition**”), is submitted on behalf of **RD LOMPA, LLC**, a Nevada limited liability company (“**Developer 1**”); **LENNAR RENO, LLC**, a Nevada limited liability company (“**Developer 2**”); **CAPITOL HOMEBUILDERS, LLC**, a Nevada limited liability company (“**Developer 3**”); **JOSHUA MYERS, as Trustee of the MYERS FAMILY EXEMPT TRUST** (“**Developer 4**”); **AMH NV17 DEVELOPMENT, LLC**, a Delaware limited liability company (“**Developer 5**”); and **CROSS CREEK APARTMENTS LLC**, a Nevada limited liability company (“**Developer 6**”) (Developer 1, Developer 2, Developer 3, Developer 4, Developer 5 and Developer 6 are individually and collectively referred to as “**Developer**”) to **CARSON CITY**, a consolidated municipality and a political subdivision of the State of Nevada (“**Carson City**”), pursuant to Nevada Revised Statutes (“**NRS**”) 278.4787 and Carson City Municipal Code (“**CCMC**”) Chapter 17.18.

BACKGROUND

A. Carson City has established the “**LOMPA RANCH NORTH SPECIFIC PLAN AREA**” (“**Lompa Ranch**”) encompassing public, residential, commercial and other development.

B. The Developer owned property in Carson City, Nevada, in Lompa Ranch is as follows:

- (i) Developer 1 owns the real property in Carson City, Nevada, described on **Exhibit A** hereto, and as shown on **Exhibit C** hereto (the developments indicated by “RD LOMPA, LLC”) (the “**Developer 1 Property**”);
- (ii) Developer 2 owns the real property in Carson City, Nevada, described on **Exhibit A** hereto, and as shown on **Exhibit D** hereto (the developments indicated by “LENNAR RENO, LLC”) (the “**Developer 2 Property**”);¹
- (iii) Developer 3 owns the real property in Carson City, Nevada, described on **Exhibit A** hereto, and as shown on **Exhibit E** hereto (the developments indicated by “CAPITOL HOMEBUILDERS, LLC”) (the “**Developer 3 Property**”);¹
- (iv) Developer 4 owns the real property in Carson City, Nevada, described on **Exhibit A** hereto, and as shown on **Exhibit F** hereto (the developments indicated by “MYERS FAMILY EXEMPT TRUST”) (the “**Developer 4 Property**”); and
- (v) Developer 5 owns the real property in Carson City, Nevada, described on **Exhibit A** hereto, and as shown on **Exhibit G** hereto (the developments indicated by “AMH NV17 DEVELOPMENT, LLC”) (the “**Developer 5 Property**”).

¹ Developers 2 and 3 have sold lots in the identified property. The Developers are not the owners of any lots that have been sold.

- (vi) Developer 6 owns the real property in Carson City, Nevada, described on **Exhibit A** hereto, and as shown on **Exhibit H** hereto (the developments indicated by “CROSS CREEK APARTMENTS, LLC”) (the “Developer 6 Property”).

The Developer 1 Property, Developer 2 Property, Developer 3 Property, Developer 4 Property, Developer 5 Property and Developer 6 Property (collectively, the “Developer Property”) make up that portion of Lompa Ranch that is located on the west side of Interstate 580, and are sometimes collectively referred to herein as the “Project.” Exhibits referenced in and attached to this Petition are in bold, underlined text; Exhibits that are referenced in this Petition but attached to an Exhibit are not in bold text.

C. The Project will be developed in accordance with various entitlements and approvals previously issued by the Carson City Board of Supervisors (“Board”), including, without limitation, the following incorporated herein by reference:

- (i) the Board-approved development handbook for Lompa Ranch (the “Handbook”);
- (ii) an initial development agreement adopted by the Board on November 16, 2017, as Ordinance No. 2017-25, and recorded in the Official Records, Carson City, Nevada (“Official Records”) on May 24, 2018, as Document No. 485378 (the “Development Agreement”);
- (iii) a Tentative Map for the Project approved by the Board on March 16, 2017 (TSM-17-005), and its related conditions of approval (“Conditions of Approval”);
- (iv) final and recorded subdivision maps covering various areas within Lompa Ranch, including the Project (each, a “Subdivision Map,” and collectively, “Subdivision Maps”), some of which may subdivide areas for residential subdivision development, commercial development, common open space, common areas, lots intended for multifamily or single family lots (each, a “Lot,” and collectively, “Lots”), and related subdivision improvements; and
- (v) other development entitlements now or hereafter in existence as set forth in the Development Agreement and the Handbook (collectively, the “Development Approvals”).

D. Developer will be submitting Subdivision Maps and other applications as applicable, in accordance with the Development Approvals. Pursuant to the Development Approvals—specifically, Condition of Approval No. 47—obtaining a final map requires the establishment of an NRS 278.4787 landscape maintenance district (“LMD”) or similar instrument. Carson City has elected to form an LMD, pursuant to which Carson City will be responsible for maintenance of certain areas within the Project. The LMD will be 100% funded by the Project.

E. CCMC Chapter 17.18 provides for the procedures and requirements for establishment of an LMD. Those requirements include the submittal of a petition requesting that Carson City establish an LMD and assume maintenance of certain improvements, and as a part of

said petition, the provision of a development agreement specific to such LMD (“LMD Agreement”). See CCMC 17.18.050(2)(c).

F. Developer submits this Petition to request the establishment of an LMD to be known as the “LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT” (“Lompa Ranch North LMD”) pursuant to NRS 278.4787 and CCMC Chapter 17.18.

G. Capitalized terms defined in this Petition shall have the respective meanings given to them in this Petition. Except as otherwise expressly set forth herein, Capitalized terms not 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 a final map pursuant to CCMC 17.06.025, as of the date this Petition is signed and acknowledged the undersigned Developer 1, Developer 3, Developer 5 and Developer 6 (the “Signing Developers”), such Signing Developers collectively own sixty-seven percent (67%) or more of the property that will be included within the Lompa Ranch North LMD, and have submitted a copy of the public offering statement required by Chapter 116 of the Nevada Revised Statutes notifying home buyers, in writing, of the possible creation of the Lompa Ranch North LMD in accordance with CCMC 17.18.050.

II. PROPERTY DESCRIBED.

A. The assessment area for the Lompa Ranch North LMD comprises the area of the Project depicted in Exhibit A, as further described in Exhibit K.

B. The drainage facilities within the Project, together with the improvements to be installed or constructed thereon, that Developer has or will dedicate to Carson City to be maintained as part of the Lompa Ranch North LMD to be established by this Petition, are described and conceptually depicted on Exhibit B hereto (“LMD Property”), and described for each Developer in Exhibits C through H. Improvements that are a part of LMD Property (“Improvements”) are or will be identified in detail in the actual Improvement Plans submitted to and approved by Carson City. The areas of land within the Project that constitute LMD Property will either be dedicated with restriction language required by CCMC Chapter 17.18 by separate deed, or clearly delineated on any final maps.

III. LANDSCAPE MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT. As part of this Petition, the Signing Developers have executed the Development Agreement (“LMD Agreement”) attached to this Petition at Exhibit I. By its terms, the LMD Agreement will not become effective until the creation of the Lompa Ranch North LMD through the adoption of this Petition by the Board and the recording in the Official Records of the notice of creation of the Lompa Ranch North LMD pursuant to CCMC 17.18.060(3)(b). Once the Lompa Ranch North LMD is duly created, Carson City will cause the LMD Agreement to be recorded in the Official Records.

IV. DEVELOPMENT STANDARDS REQUIREMENTS. The details and construction information regarding the Improvements is as set forth in Exhibit B, and will be more particularly

detailed in the actual Improvement Plans submitted to and approved by Carson City, consistent with the requirements of the development standards within CCMC Title 18 Appendix.

V. **ALLOCATION PLAN.** The Allocation Plan is attached to this Petition at **Exhibit J.** The Assessed Properties will be assessed 100% of the costs for the Lompa Ranch North LMD.

VI. **LIST OF ASSESSED PROPERTIES.**

A. The Assessed Properties are depicted in **Exhibit A** and described in **Exhibit K** to this Petition, as listed in **Exhibit L**, the List of Assessed Properties (the “Assessed Properties”); provided that, currently, the proposed future school site and park site, as contemplated by the Handbook and Development Agreement, have been excluded from the Assessed Properties in accordance with the definition of “assessed property” in CCMC 17.18.030, as it is anticipated that the Carson City School District will own the school site and Carson City will own the park site, all as more particularly set forth in the initial Allocation Plan attached hereto as **Exhibit J.** If, for some reason, either the school site or park site is privately developed, such privately developer site(s) will, at that time, be included in the Assessed Properties and the base allocation will be revised in accordance with **Exhibit J**, the Allocation Plan, to reallocate the assessment with such privately developed site(s) included. The Assessments will be calculated as provided in **Exhibit J**, the Allocation Plan. Each year, until final buildout of the LMD Property described in **Exhibit A** and **Exhibits C through H**, inclusive, the Director of the Carson City Parks, Recreation and Open Space Department (“**Parks Director**”) will review the assessments made on the Assessed Properties and, taking into account any new parcels that were created during the prior year as shown in the records of the Carson City Assessor, adjust **Exhibit L**, the List of Assessed Properties, **Exhibit M**, the Assessment Schedule, and any other necessary exhibit, to establish updated assessments based on the land square footage the Assessed Properties. The Parks Director may change the allocation of the established assessment among the Assessed Properties, but any changes to such allocation must be equitable. Any changes to the total amount of the assessment must be approved by the Board.

B. The commencement date for the Assessment is Fiscal Year (“**FY**”) 2025.

C. The Assessment for the Lompa Ranch North LMD will be collected in the same form and manner as real property taxes, such that the fee owner of each parcel within the Assessed Properties shall be responsible for payment of the Assessment.

VII. **FINANCIAL PLAN.** The Financial Plan for the Lompa Ranch North LMD is attached at **Exhibit N.** The Financial Plan includes, without limitation: (1) detailed costs of the maintenance of Improvements within the Lompa Ranch North LMD; (2) Lompa Ranch North LMD start-up costs; (3) initial and annual Lompa Ranch North LMD cost allocation; (4) projected revenues and expenses for the first seven years of operations of the Lompa Ranch North LMD; and (5) a projected seven-year Improvement Plan. Developer shall submit reserve studies for maintenance costs as referenced in CCMC 17.18.050(2)(g)(3), which include depreciation costs and costs of future capital replacement needs.

VIII. **MAINTENANCE PLAN.** The Operation and Maintenance Plan is attached to this Petition at **Exhibit O.** The Maintenance Plan details the Improvements to be maintained, the schedule and levels of service (including long term infrastructure preservation 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 LMD Agreement.

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

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

XII. EXISTING DEVELOPMENT. CCMC 17.18.050(2)(l) is not applicable. The LMD 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 LMD Agreement.

XIV. ADDITIONAL INFORMATION. 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 Lompa Ranch North LMD 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 LMD 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	Lompa Ranch North LMD Assessment Area
Exhibit B	Lompa Ranch North LMD Maintained Areas
Exhibit C	Developer 1 Property
Exhibit D	Developer 2 Property
Exhibit E	Developer 3 Property
Exhibit F	Developer 4 Property
Exhibit G	Developer 5 Property
Exhibit H	Developer 6 Property
Exhibit I	Lompa Ranch North LMD Development Agreement
Exhibit J	Allocation Plan
Exhibit K	Map of Assessed Properties
Exhibit L	List of Assessed Properties
Exhibit M	Assessment Schedule
Exhibit N	Financial Plan
Exhibit O	Operation and Maintenance Plan

[Signatures to follow.]

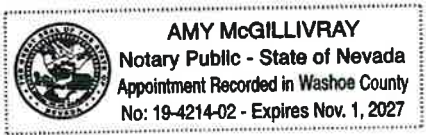
IN WITNESS WHEREOF Developer submits this Petition to Carson City.


RD LOMPA, LLC,
a Nevada limited liability company

By: 
Steve Thomsen, Authorized Representative

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 7, 2024, by Steve Thomsen, as the Authorized Representative of RD Lompa, LLC, a Nevada limited liability company.




Notary Public
My Commission Expires: 11/1/2027

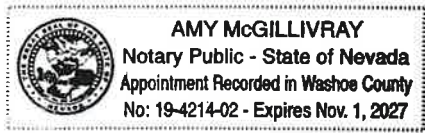
**CAPITOL HOMEBUILDERS, LLC,
a Nevada limited liability company**

By: Ryder Homes of Northern Nevada Inc.,
a Nevada corporation
Its: Manager

By: 
Steve Thomsen, Vice President

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 7, 2024, by Steve Thomsen, as Vice President of Ryder Homes of Northern Nevada Inc., a Nevada corporation, Manager of Capitol Homebuilders, LLC, a Nevada limited liability company.



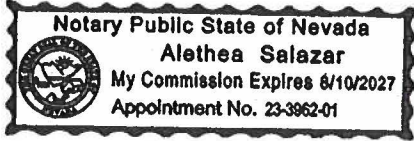

Notary Public
My Commission Expires: 11/1/2027

**AMH NV17 DEVELOPMENT, LLC,
a Delaware limited liability company**

By: [Signature]
Name: Jeremy Fritz
Its: SVP-Regional Director of Development

STATE OF Nevada)
) ss.
COUNTY OF Clark)

This instrument was acknowledged before me on August 19, 2024, by Jeremy Fritz, as SVP-Regional Director of Development of AMH NV17 Development, LLC, a Delaware limited liability company.



[Signature]
Notary Public
My Commission Expires: August 10, 2027

**CROSS CREEK APARTMENTS, LLC,
a Nevada limited liability company**

By: RHNV Investment Limited Partnership,
a Nevada limited partnership
Its: Manager

By: _____
N. Jay Ryder, General Partner

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 202__, by N. Jay Ryder, as General Partner of RHNV Investment Limited Partnership, the Manager of Cross Creek Apartments, LLC, a Nevada limited liability company.

Notary Public
My Commission Expires: _____

EXHIBIT A
TO PETITION

LOMPA RANCH NORTH LMD ASSESSMENT AREA

[See following page.]

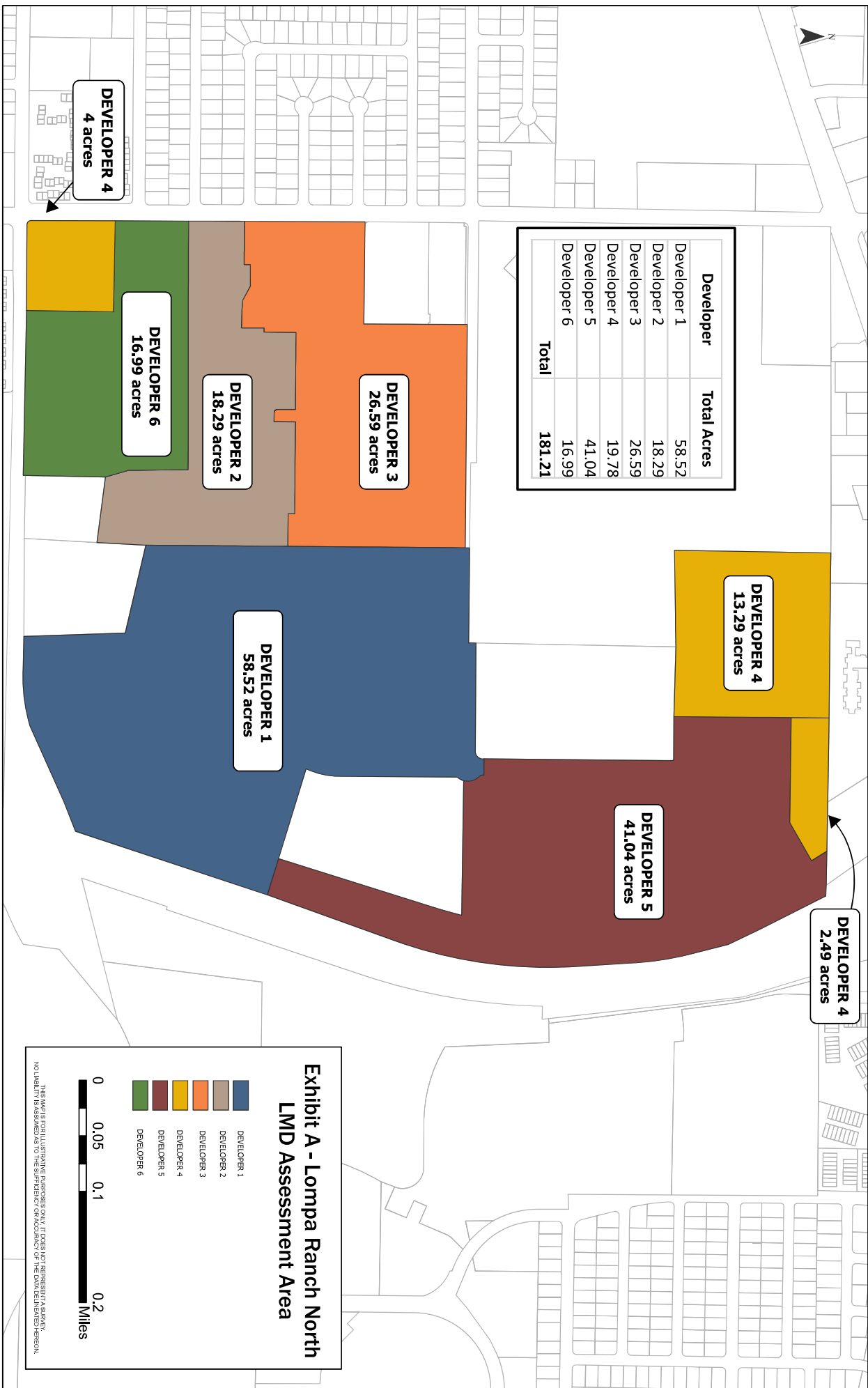


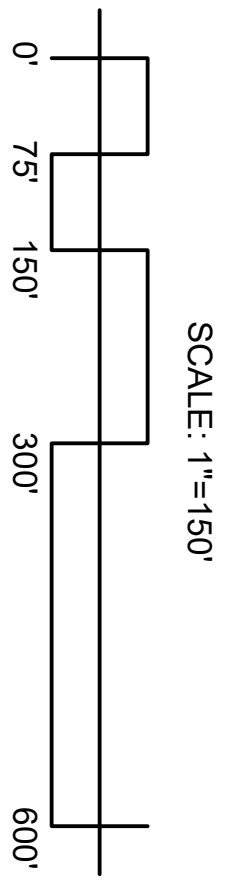
Exhibit 1 - Lompa Ranch North LMD Assessment Area

EXHIBIT B
TO PETITION

LOMPA RANCH NORTH LMD MAINTAINED AREAS

[See following page.]

EXHIBIT B - LOMPA RANCH NORTH LMD MAINTAINED AREAS



- LEGEND**
- PROPERTY LINE / RIGHT OF WAY (ROW)
 - PROPOSED STREETS (TO BE OWNED AND MAINTAINED BY CARSON CITY)
 - EXISTING STREETS (OWNED AND MAINTAINED BY CARSON CITY)
 - DRAINAGE CHANNEL COMMON AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)
 - DRAINAGE CHANNEL EASEMENT AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)

DRAINAGE CHANNEL AREA	APN	OWNER	AREA (ACRES)
DRAINAGE CHANNEL AREA 1	004-408-01	CAPITOL HOMEBUILDERS LLC	0.90+/-
DRAINAGE CHANNEL AREA 2	004-407-02	CAPITOL HOMEBUILDERS LLC	0.10+/-
DRAINAGE CHANNEL AREA 3	010-041-40	RD LOMPA LLC	0.38+/-
DRAINAGE CHANNEL AREA 4	010-041-40	RD LOMPA LLC	0.58+/-
DRAINAGE CHANNEL AREA 5	010-041-44	MYERS FAMILY EXEMPT TRUST	0.88+/-
DRAINAGE CHANNEL AREA 6	004-408-38	CAPITOL HOMEBUILDERS LLC	0.28+/-
DRAINAGE CHANNEL AREA 7	004-401-08	CAPITOL HOMEBUILDERS LLC	0.15+/-
DRAINAGE CHANNEL AREA 8	010-041-78	GROSS CREEK APARTMENTS LLC	0.12+/-
DRAINAGE CHANNEL AREA 9	010-041-78	GROSS CREEK APARTMENTS LLC	0.04+/-
DRAINAGE CHANNEL AREA 10	010-041-18	MYERS FAMILY EXEMPT TRUST	0.90+/-
DRAINAGE CHANNEL AREA 11	004-422-23	LENNAR RENO LLC	1.11+/-
DRAINAGE CHANNEL AREA 12	010-041-40	RD LOMPA LLC	1.90+/-
DRAINAGE CHANNEL AREA 13	010-041-40	RD LOMPA LLC	0.38+/-
DRAINAGE CHANNEL AREA 14	010-041-52	MYERS FAMILY EXEMPT TRUST	1.00+/-
DRAINAGE CHANNEL AREA 15	010-041-42	AMH NV17 DEVELOPMENT LLC	0.19+/-
DRAINAGE CHANNEL AREA 16	010-041-42	AMH NV17 DEVELOPMENT LLC	0.50+/-
DRAINAGE CHANNEL AREA 17	010-041-42	AMH NV17 DEVELOPMENT LLC	0.12+/-
DRAINAGE CHANNEL AREA 18	010-041-78	GROSS CREEK APARTMENTS LLC	0.55+/-
DRAINAGE CHANNEL AREA 19	010-041-78	GROSS CREEK APARTMENTS LLC	1.38+/-
TOTAL AREA (ACRES)			11.11+/-

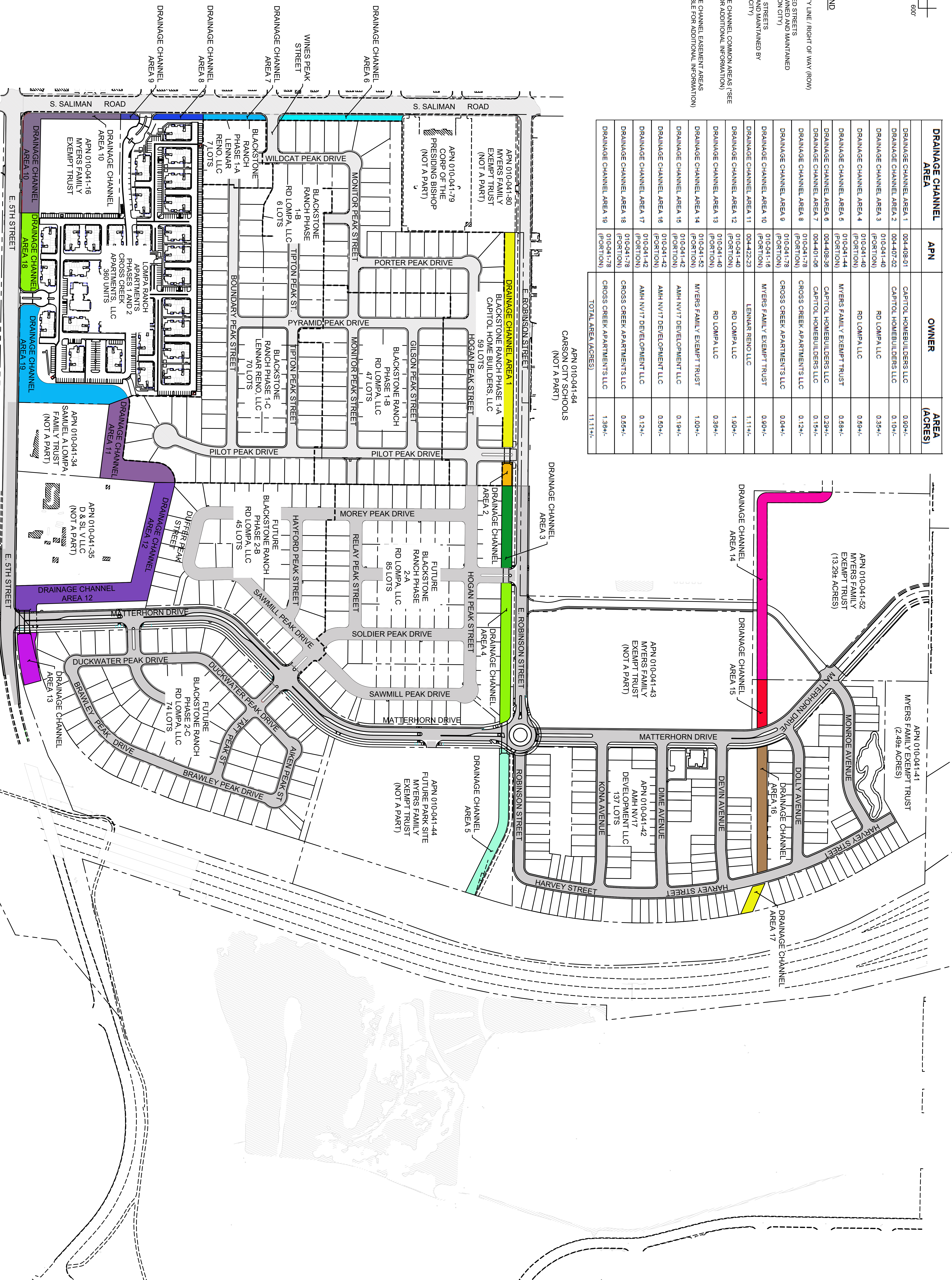
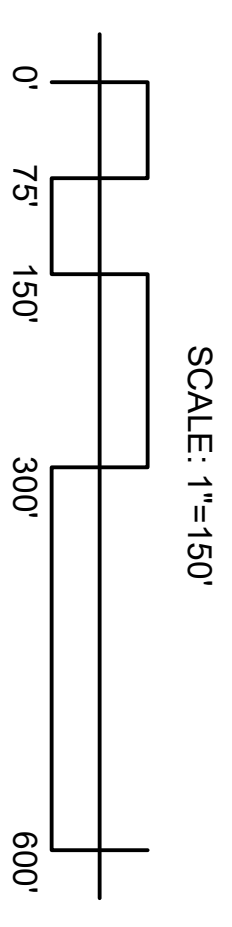


EXHIBIT C
TO PETITION

DEVELOPER 1 PROPERTY

[See following page.]

EXHIBIT C - DEVELOPER 1 PROPERTY - RD LOMPA, LLC



LEGEND

- PROPERTY LINE / RIGHT OF WAY (ROW)
- PROPOSED STREETS (TO BE OWNED AND MAINTAINED BY CARSON CITY)
- EXISTING STREETS OWNED AND MAINTAINED BY CARSON CITY
- DRAINAGE CHANNEL, COMMON AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)
- DRAINAGE CHANNEL, EASEMENT AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)

DRAINAGE CHANNEL AREA	APN	OWNER	AREA (ACRES)
DRAINAGE CHANNEL AREA 3	010-041-40 (PORTION)	RD LOMPA LLC	0.35+/-
DRAINAGE CHANNEL AREA 4	010-041-40 (PORTION)	RD LOMPA LLC	0.59+/-
DRAINAGE CHANNEL AREA 12	010-041-40 (PORTION)	RD LOMPA LLC	1.90+/-
DRAINAGE CHANNEL AREA 13	010-041-40 (PORTION)	RD LOMPA LLC	0.36+/-
TOTAL AREA (ACRES)			3.20+/-

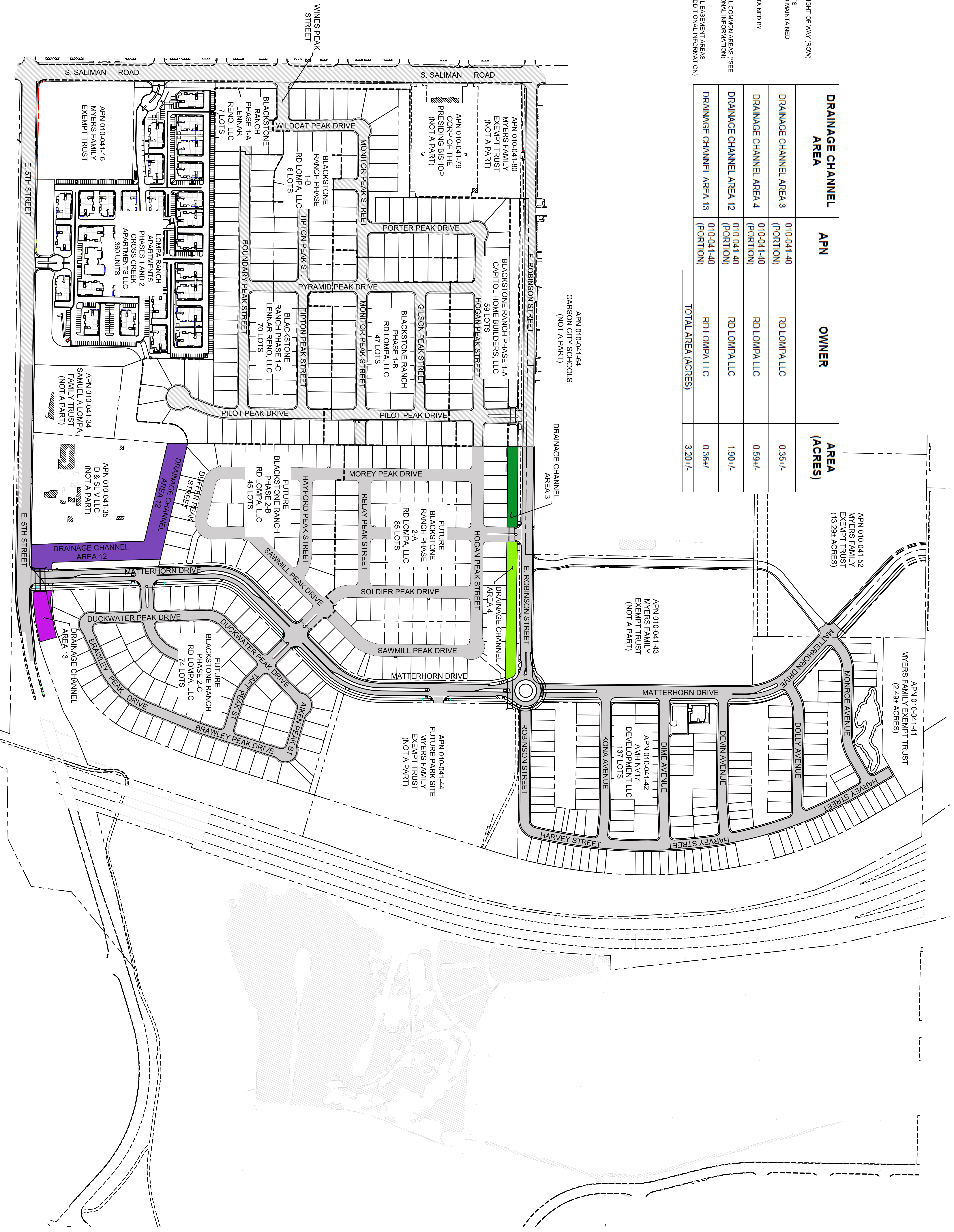
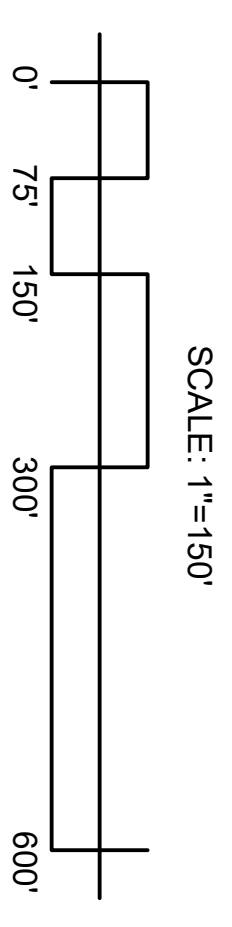


EXHIBIT D
TO PETITION

DEVELOPER 2 PROPERTY

[See following page.]

EXHIBIT D - DEVELOPER 2 PROPERTY - LENNAR RENO, LLC



LEGEND

- PROPERTY LINE / RIGHT OF WAY (ROW)
- PROPOSED STREETS (TO BE OWNED AND MAINTAINED BY CARSON CITY)
- EXISTING STREETS (OWNED AND MAINTAINED BY CARSON CITY)
- DRAINAGE CHANNEL COMMON AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)
- DRAINAGE CHANNEL EASEMENT AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)

DRAINAGE CHANNEL AREA	APN	OWNER	AREA (ACRES)
DRAINAGE CHANNEL AREA 11	004-422-23	LENNAR RENO, LLC	1.114-
TOTAL AREA (ACRES)			1.114-

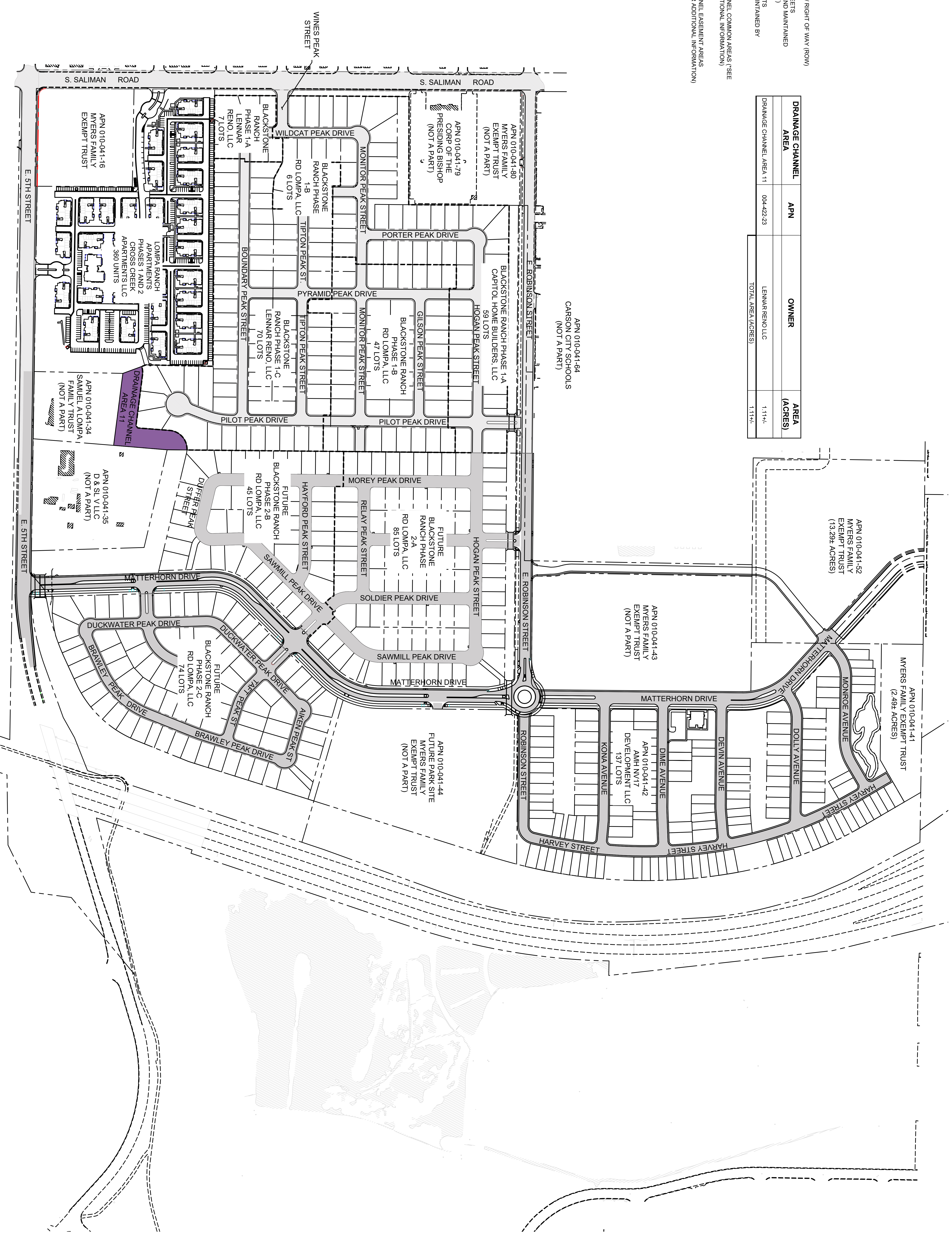
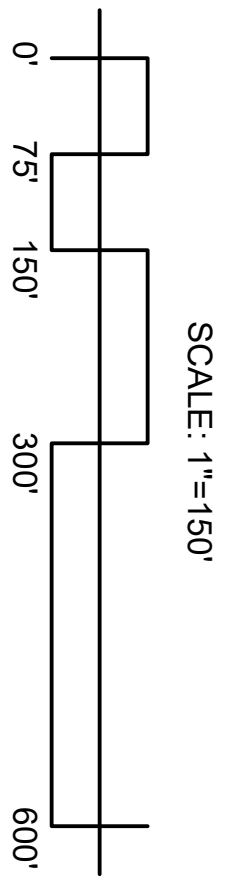


EXHIBIT E
TO PETITION

DEVELOPER 3 PROPERTY

[See following page.]

EXHIBIT E - DEVELOPER 3 PROPERTY - CAPITOL HOMEBUILDERS, LLC



LEGEND

- PROPERTY LINE / RIGHT OF WAY (ROW)
- PROPOSED STREETS
(TO BE OWNED AND MAINTAINED BY CARSON CITY)
- EXISTING STREETS
(OWNED AND MAINTAINED BY CARSON CITY)
- DRAINAGE CHANNEL COMMON AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)
- DRAINAGE CHANNEL EASEMENT AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)

DRAINAGE CHANNEL COMMON AREA	APN	OWNER	AREA (ACRES)
DRAINAGE CHANNEL AREA 1	004-409-01	CAPITOL HOMEBUILDERS LLC	0.90+-
DRAINAGE CHANNEL AREA 2	004-407-02	CAPITOL HOMEBUILDERS LLC	0.10+-
DRAINAGE CHANNEL AREA 6	004-403-36	CAPITOL HOMEBUILDERS LLC	0.29+-
DRAINAGE CHANNEL AREA 7	004-401-06	CAPITOL HOMEBUILDERS LLC	0.15+-
TOTAL AREA (ACRES)			1.44+-

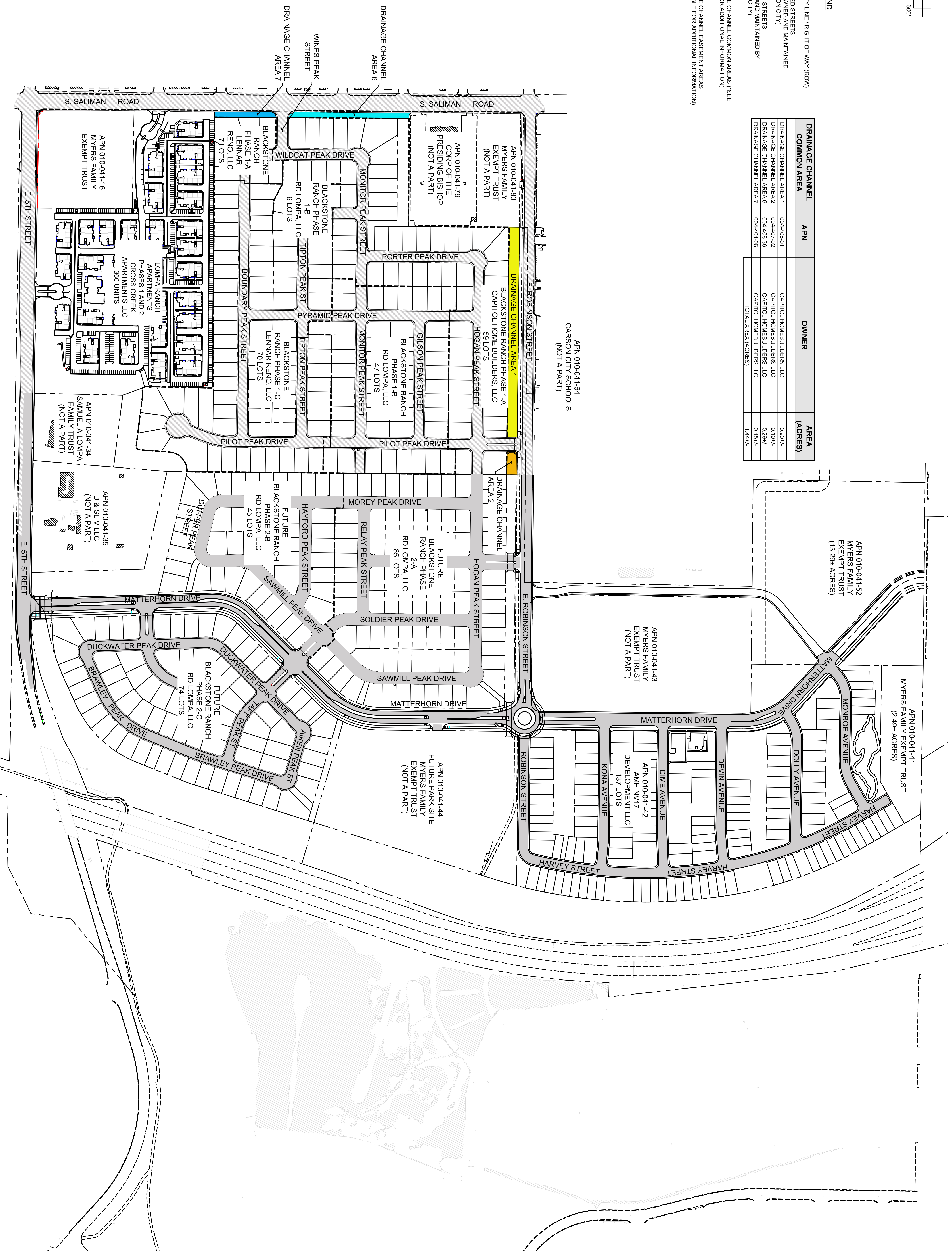
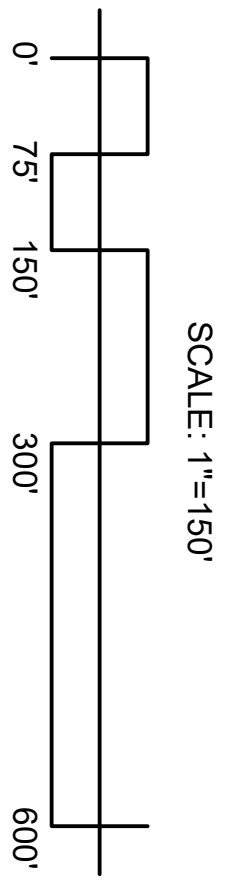


EXHIBIT F
TO PETITION

DEVELOPER 4 PROPERTY

[See following page.]

EXHIBIT F - DEVELOPER 4 PROPERTY - MYERS FAMILY EXEMPT TRUST



LEGEND

- PROPERTY LINE / RIGHT OF WAY (ROW)
- PROPOSED STREETS (TO BE OWNED AND MAINTAINED BY CARSON CITY)
- EXISTING STREETS (OWNED AND MAINTAINED BY CARSON CITY)
- DRAINAGE CHANNEL, COMMON AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)
- DRAINAGE CHANNEL EASEMENT AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)

DRAINAGE CHANNEL AREA	APN	OWNER	AREA (ACRES)
DRAINAGE CHANNEL AREA 5	010-041-44 (PORTION)	MYERS FAMILY EXEMPT TRUST	0.58+-
DRAINAGE CHANNEL AREA 10	010-041-16 (PORTION)	MYERS FAMILY EXEMPT TRUST	0.90+-
DRAINAGE CHANNEL AREA 14	010-041-52 (PORTION)	MYERS FAMILY EXEMPT TRUST	1.00+-
TOTAL AREA (ACRES)			2.48+-

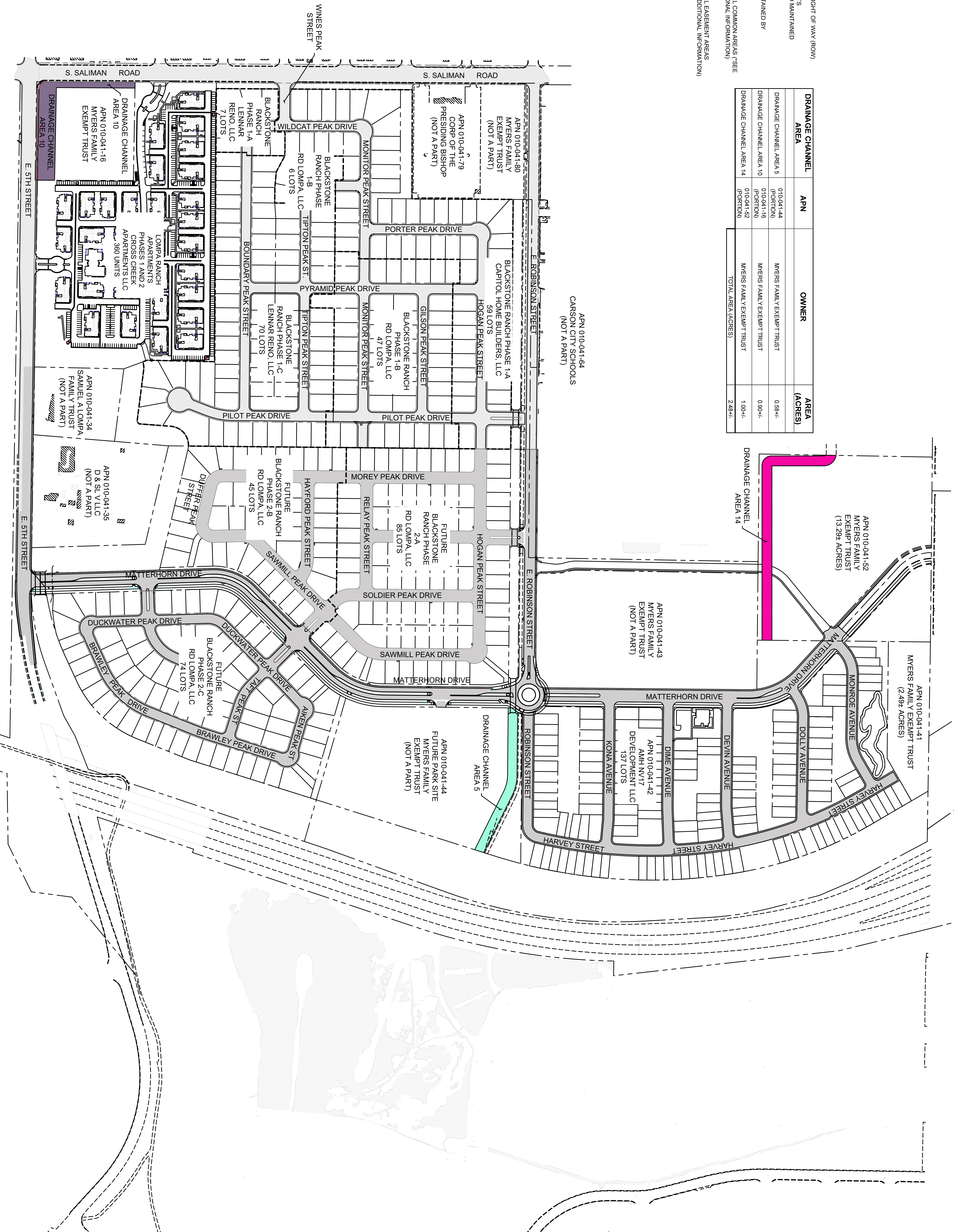
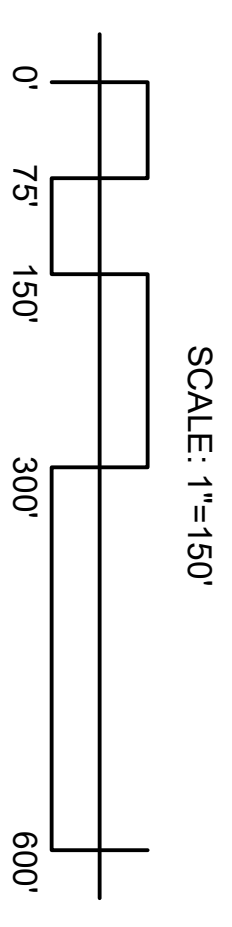


EXHIBIT G
TO PETITION

DEVELOPER 5 PROPERTY

[See following page.]

EXHIBIT G - DEVELOPER 5 PROPERTY - AMH NV17 DEVELOPMENT, LLC



LEGEND

- PROPERTY LINE / RIGHT OF WAY (ROW)
- PROPOSED STREETS (TO BE OWNED AND MAINTAINED BY CARSON CITY)
- EXISTING STREETS (OWNED AND MAINTAINED BY CARSON CITY)
- DRAINAGE CHANNEL COMMON AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)
- DRAINAGE CHANNEL EASEMENT AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)

DRAINAGE CHANNEL AREA	APN	OWNER	AREA (ACRES)
DRAINAGE CHANNEL AREA 15 (PORTION)	010-041-42 (PORTION)	AMH NV17 DEVELOPMENT LLC	0.194+
DRAINAGE CHANNEL AREA 16 (PORTION)	010-041-42 (PORTION)	AMH NV17 DEVELOPMENT LLC	0.504+
DRAINAGE CHANNEL AREA 17 (PORTION)	010-041-42 (PORTION)	AMH NV17 DEVELOPMENT LLC	0.124+
TOTAL AREA (ACRES)			0.814+

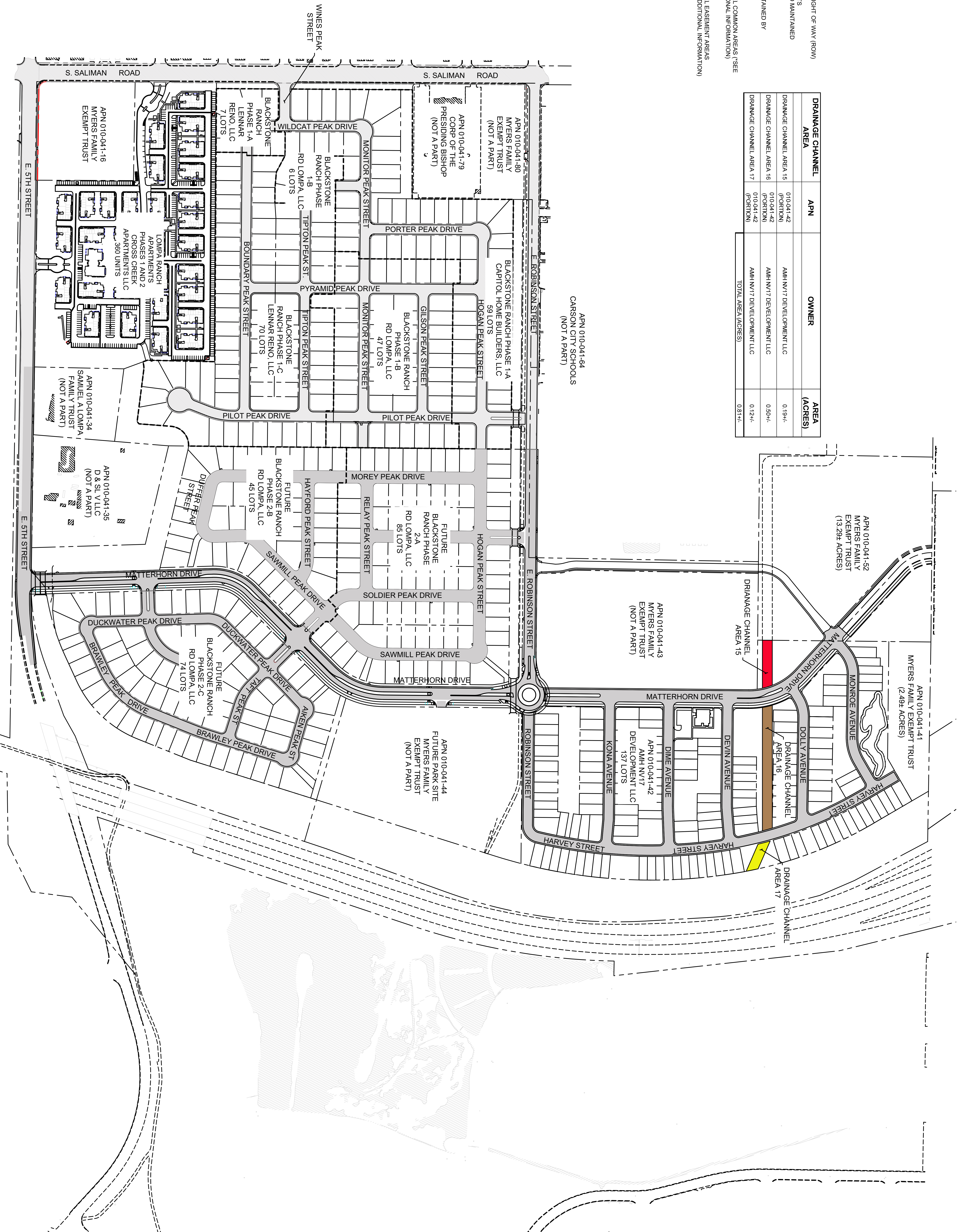
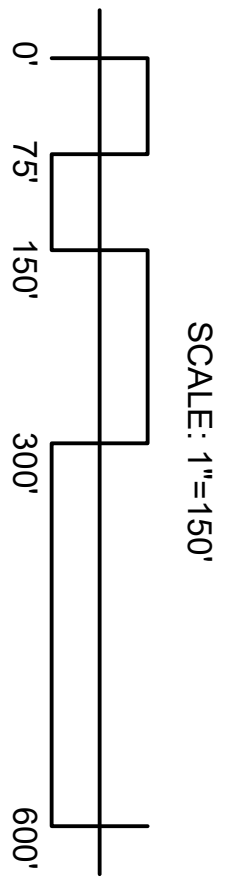


EXHIBIT H
TO PETITION

DEVELOPER 6 PROPERTY

[See following page.]

EXHIBIT H - DEVELOPER 6 PROPERTY - CROSS CREEK APARTMENTS, LLC



LEGEND

- PROPERTY LINE/ RIGHT OF WAY (ROW)
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- EXISTING STREETS (OWNED AND MAINTAINED BY CARSON CITY)
- DRAINAGE CHANNEL COMMON AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)
- DRAINAGE CHANNEL EASEMENT AREAS (SEE TABLE FOR ADDITIONAL INFORMATION)

DRAINAGE CHANNEL AREA	APN	OWNER	AREA (ACRES)
DRAINAGE CHANNEL AREA 8	010-041-78 (PORTION)	CROSS CREEK APARTMENTS LLC	0.12+/-
DRAINAGE CHANNEL AREA 9	010-041-78 (PORTION)	CROSS CREEK APARTMENTS LLC	0.04+/-
DRAINAGE CHANNEL AREA 18	010-041-78 (PORTION)	CROSS CREEK APARTMENTS LLC	0.55+/-
DRAINAGE CHANNEL AREA 19	010-041-78 (PORTION)	CROSS CREEK APARTMENTS LLC	1.36+/-
TOTAL AREA (ACRES)			2.07+/-



EXHIBIT I
TO PETITION

MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT

[See following pages.]

APNs: See APNs in List of Assessed Properties at Exhibit L

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:

RD Lompa, LLC
c/o Ryder NV Management, LLC
985 Damonte Ranch Pkwy, Suite 140
Reno, Nevada 89521
Attn: Steve Thomsen

**LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT
DEVELOPMENT AGREEMENT**

This **LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT AGREEMENT** (“Agreement”) is made by and between **RD LOMPA, LLC**, a Nevada limited liability company (“Developer 1”); **CAPITOL HOMEBUILDERS, LLC**, a Nevada limited liability company (“Developer 3”); **AMH NV17 DEVELOPMENT, LLC**, a Delaware limited liability company (“Developer 5”); and **CROSS CREEK APARTMENTS, LLC**, a Nevada limited liability company (“Developer 6”), (Developer 1, Developer 3, Developer 5 and Developer 6 are referred to collectively as the “Petitioning Developers”), and **CARSON CITY**, a consolidated municipality and a political subdivision of the State of Nevada (“Carson City”). Developer and Carson City are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

A. Petitioning Developers are submitting to Carson City the Lompa Ranch North Landscape Maintenance District Petition (“Petition”).

B. Petitioning Developers 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 Lompa Ranch North Landscape Maintenance District (“Lompa Ranch North LMD”) pursuant to Chapter 17.18 of the Carson City Municipal Code (“CCMC”).

C. In addition to the Petitioning Developers, reference is hereby made to the following developers for purposes of identifying the respective Developer components of the Project (defined below) that are subject to this development agreement in connection with and according to the terms and conditions of the Petition: **LENNAR RENO, LLC**, a Nevada limited liability company (“Developer 2”), and **JOSHUA MYERS, as Trustee of the MYERS FAMILY EXEMPT TRUST** (“Developer 4”). (Developer 1, Developer 2, Developer 3, Developer 4, Developer 5 and Developer 6 are referred to individually and collectively as “Developer”). The right to record this Development Agreement against the Project has been established by that certain development handbook for Lompa Ranch previously approved by the Carson City Board of Supervisors (the “Board”), and the initial development agreement adopted by the Board on

November 16, 2017, as Ordinance No. 2017-25, and recorded in the in the official records of the Carson City Clerk-Recorder (“Official Records”), Carson City, Nevada, on May 24, 2018, as Document No. 485378.

D. 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 real property making up the Assessed Properties subject to this Agreement is depicted on **Exhibit A** to the petition, and is described on **Exhibits C through H**, inclusive, to the Petition (the “Project”), as will be further adjusted as described in the Allocation Plan at **Exhibit J** to the Petition after final maps are recorded, including, without limitation, the elimination of unassessed areas within the Project. Following the approval and creation of the Lompa Ranch North LMD by the Board, Carson City will record a Notice of Creation of the Lompa Ranch North LMD, and will cause a Notice of Lompa Ranch North LMD assessment (“Notice of LMD Assessment”) to be recorded against the Project, as further described in **Exhibit L** to the Petition, the List of Assessed Properties, in the Official Records. The Notice of LMD Assessment will list each lot’s legal description and its assessor’s parcel number (for each lot then created and assigned an assessor’s tax parcel number) and the then current actual Assessment Amount for each lot, and contact information for Carson City for lot owners to obtain information about the LMD and the Assessment Amount. Each year, until final buildout of the Project described in **Exhibits C through H**, inclusive, to the Petition, the Director of the Carson City Parks, Recreation and Open Space Department (“Parks Director”) will review the assessments made on the Assessed Properties and, taking into account any new parcels that were created during the prior year as shown in the records of the Carson City Assessor, adjust **Exhibit L** to the Petition, the List of Assessed Properties, **Exhibit M** to the Petition, the Assessment Schedule, and any other necessary exhibit, to establish updated assessments based on the land square footage of the Assessed Properties. The Parks Director may change the allocation of the established assessment among the Assessed Properties, but any changes to such allocation must be equitable. Any changes to the total amount of the assessment must be approved by the Board.

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

3. **Effective Date; Duration of Agreement.** The term of this Agreement begins upon the Board’s approval and creation of the Lompa Ranch North LMD, and terminates automatically two years after the last Final Acceptance for an Improvement (defined below) within the Project, unless the Agreement is sooner terminated under NRS 278.0205 or the provisions of this Agreement (“Termination Date”), and except as to provisions herein that expressly survive termination. No further action by any Party is necessary to terminate this Agreement on the Termination Date under this **Section 3**.

4. **Use.** The permitted uses of the property in the Project, the density or intensity of the land use, and the maximum height and size of any proposed buildings shall be as set forth in

the Development Approvals. The terms of this **Section 4** survive the expiration or termination of this Agreement.

5. **Improvements; Construction Schedule.** The improvements subject to this Agreement are identified on **Exhibit B** 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 phase one of Lompa Ranch (TSM-17-005)), Developer shall cause the Improvements to be installed or constructed in accordance with the schedule for construction, including the deadlines for completion thereof, as approved by the Planning Division of the Carson City Community Development Department. The installation or construction of the Improvements shall be performed in a good and workmanlike manner, in accordance with the Development Approvals, Petition and the CCMC, and at the sole cost and expense of Developer.

6. **Maintenance and Administration.**

6.1. On and after the date of Final Acceptance of any portion of the property identified in **Exhibit B** to the Petition, the Lompa Ranch North LMD Maintained Areas, (“**LMD Property**”), Carson City shall maintain, or cause to be maintained, the portion of the LMD Property accepted, or the entire LMD Property if the entire LMD Property has been accepted, diligently, in good repair, in accordance with applicable law, and at least in as good a condition as existing as of the date of such Final Acceptance. Carson City agrees to not unreasonably withhold, delay or condition any inspection or approval necessary to achieve Final Acceptance.

6.2. On and after the date of Final Acceptance for the Improvements associated with LMD Property, or any portion thereof, as provided in the Petition, Carson City shall commence, and thereafter administer, the imposition and collection of the Assessment on the Assessed Property for the Lompa Ranch North LMD.

7. **Warranty.** On and after the date of Final Acceptance for the LMD Property, or any portion of the LMD Property, all workmanship and materials of the Improvements associated with such LMD Property shall be subject to a full one-year warranty. This warranty requires that all such Improvements (including plants, irrigation systems, fencing, pathways, access roads, riprap, culverts, or any other public 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 good installation or repair promptly after written notification to Developer by Carson City of the deficiencies.

8. **Indemnification.** Developer agrees for itself, its successors and assigns that it, its successors and assigns shall indemnify, defend at Carson City’s option and by counsel approved by Carson City, and hold harmless Carson City, its officers, representatives, employees and agents from and against any and all actions, penalties, liability, claims, demands, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature brought by a third party and arising out of damage or loss resulting from the Developer’s or Developer’s agent’s improper or defective materials, installation or design of the Improvements. In no event shall Developer be required to indemnify Carson City for any actions, penalties, liabilities, claims, demands, losses, damages, expenses, or costs (including without limitation costs and fees of litigation) of any nature arising from or related to negligent, reckless, knowing, intentional or willful conduct or actions of Carson City or its officers, representatives, employees, agents or

independent contractors. This provision does not prevent Carson City from joining in as a party or obtaining a settlement in any suit against a developer, contractor or subcontractor for improper or defective materials, installation or design of any Improvement dedicated to Carson City. The terms of this **Section 8** survive the expiration or termination of this Agreement for a period of two (2) years.

9. **Dedication for Public Use.** Pursuant to CCMC 17.18.050(2)(m)(1), the LMD Property is hereby dedicated to Carson City. Developer shall (a) cause any final map to contain a note substantially similar to the following: *Pursuant to CCMC 17.18.050, the drainage maintenance area described hereon is hereby dedicated to Carson City*; or (b) otherwise dedicate the LMD Property with restriction language required by CCMC Chapter 17.18 by separate deed. Developer will grant to Carson City such easements as may be reasonably necessary to allow Carson City to access LMD Property for the purpose of maintaining the same in accordance with the Petition and this Agreement.

10. **Petition Deposit.** On or before the date the Notice of Creation is recorded in the Official Records, Developer shall pay to Carson City a deposit for start-up costs of the Lompa Ranch North LMD in an amount equal to \$86,000 (“**Deposit**”), with each of Developer 1, Developer 2, Developer 3, Developer 4, Developer 5 and Developer 6 paying an equal share thereof. On and after Final Acceptance for any LMD 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 depicted on **Exhibit B** to the Petition, Assessment Amounts collected by Carson City exceed maintenance expenses such that excess Assessment Amounts are held by Carson City and any portion of the Deposit remains unused, the unused portion of the Deposit will be promptly refunded to Developer, payable in accordance with the shares paid by each such Developer. 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: RD Lompa, LLC
c/o Ryder NV Management, LLC
985 Damonte Ranch Pkwy, Suite 140
Reno, Nevada 89521
Attn: Steve Thomsen
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: Megan M. Fogarty, Esq.
Tel.: (775) 327-3000
Fax: (775) 786-6179

c/o Joshua Myers
439 Plumb Lane
Reno, NV 89509
Tel.: (775) 352-4200
Fax: n/a

Capitol Homebuilders, LLC
c/o Ryder Homes of Northern Nevada Inc.
985 Damonte Ranch Pkwy, Suite 140
Reno, Nevada 89521
Attn: Steve Thomsen
Tel.: (775) 823-3788
Fax: (775) 823-3799

Cross Creek Apartments, LLC
c/o RHNV Investment Limited Partnership
985 Damonte Ranch Pkwy, Suite 140
Reno, Nevada 89521
Attn: Steve Thomsen
Tel.: (775) 823-3788
Fax: (775) 823-3799

Lennar Reno, LLC
9425 Double Diamond Parkway
Reno, NV 89521
Attn: Dustin Barker, Vice President
Tel.: (775) 825-7733
Fax: (775) 825-7735

With a copy to:

Woodburn and Wedge
6100 Neil Road, Suite 500
P.O. Box 2311
Reno, NV 89505
Attn: Gregg P. Barnard
Tel.: (775) 688-3000
Fax: (775) 688-3088

AMH NV17 Development, LLC
23975 Park Sorrento, Suite 300
Calabasas, CA 91302
Attn: Legal Department
Tel.: (310) 494-2224
Fax: (805) 456-7859

With a copy to:

Kaempfer Crowell
50 W. Liberty St., Suite 700
Reno, NV 89501
Attn: Josh D. Correlli, Esq.
Tel.: (775) 852-3900
Fax: (775) 327-2011

If to Carson City:

Carson City Parks & Recreation Director
3303 Butti Way, Building 9
Carson City, NV 89701
Attn: Jennifer Budge
Tel.: (775) 887-2262
Fax: (775) 887-2145

And to:

Carson City Community Development Director
108 East Proctor Street
Carson City, NV 89701
Attn: Hope Sullivan
Tel: (775) 283-7922
Fax: (775) 887-2278

With a copy to:

Carson City District Attorney
885 E. Musser St., Suite 2030
Carson City, Nevada 89701
Attn: District Attorney
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. **Miscellaneous.**

12.1. Entire Agreement. This Agreement, together with the Petition (as referenced herein) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. This Agreement, together with the Petition (as referenced herein) integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all Lompa Ranch North Landscape Maintenance District Agreement - 6

negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

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

12.3. Limitation of Liability. Carson City does not waive and intends to assert any and all available NRS chapter 41 immunity in all cases. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Agreement. The contract liability of the Parties under this Agreement does not include punitive damages.

12.4. Recording. Upon approval and creation of the Lompa Ranch North LMD Maintenance District Petition, Carson City shall cause this Agreement to be recorded in the Official Records. All amendments hereto must be in writing signed by Carson City and Developer, and shall be attached to the original and copy referenced above.

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

12.6. 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.

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

12.8. 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.

12.9. 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.

12.10. 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.

12.11. 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.

12.12. 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.

12.13. 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.

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

12.15. 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.

12.16. Nevada Law; Jurisdiction. The law of the State of Nevada applies in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City.

12.17. 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.

12.18. 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 Developer.

12.19. Public Records. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. City will have the duty to disclose particular information or documents, unless they are made confidential by law or a common law balancing of interest.

[Signature Pages Follow]

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

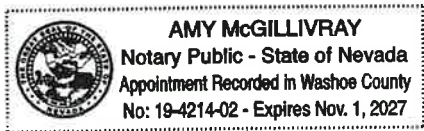
DEVELOPER:

RD LOMPA, LLC,
a Nevada limited liability company

By: 
Steve Thomsen, Authorized Representative

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 7, 2024, by Steve Thomsen, as the Authorized Representative of RD Lompa, LLC, a Nevada limited liability company.




Notary Public
My Commission Expires: 11/1/2027

[SIGNATURES CONTINUE ON NEXT PAGE]

**CAPITOL HOMEBUILDERS, LLC,
a Nevada limited liability company**

By: Ryder Homes of Northern Nevada Inc.,
a Nevada corporation

Its: Manager

By: 
Steve Thomsen, Vice President

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 7, 2024, by Steve Thomsen, as Vice President of Ryder Homes of Northern Nevada Inc., a Nevada corporation, Manager of Capitol Homebuilders, LLC, a Nevada limited liability company.


Notary Public
My Commission Expires: 11/1/2027



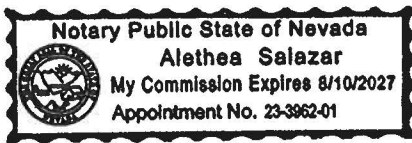
[SIGNATURES CONTINUE ON NEXT PAGE]

**AMH NV17 DEVELOPMENT, LLC,
a Delaware limited liability company**

By: _____
Name: Jeremy Fritz
Its: SVP - Regional Director of Development

STATE OF Nevada)
) ss.
COUNTY OF Clark)

This instrument was acknowledged before me on August 19, 2024 by Jeremy Fritz, as SVP - Regional Director of Development of AMH NV17 Development, LLC, a Delaware limited liability company.



Notary Public
My Commission Expires: August 10, 2027

**CROSS CREEK APARTMENTS, LLC,
a Nevada limited liability company**

By: RHNV Investment Limited Partnership,
a Nevada limited partnership
Its: Manager

By: _____
N. Jay Ryder, General Partner

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 202__, by N. Jay Ryder, as General Partner of RHNV Investment Limited Partnership, the Manager of Cross Creek Apartments, LLC, a Nevada limited liability company.

Notary Public
My Commission Expires: _____

CARSON CITY:

**CARSON CITY,
a consolidated municipality**

By: _____
Name: _____
Its: _____

Approved as to form:

CARSON CITY DISTRICT ATTORNEY

By: _____
District Attorney or his or her
Authorized Designee

STATE OF NEVADA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 202__, by
_____, as _____ of CARSON
CITY, a consolidated municipality.

Notary Public
My Commission Expires: _____

32630639_v4

EXHIBIT J
TO PETITION

ALLOCATION PLAN

EXHIBIT J - Lompa LMD Allocation Plan

This proposed Lompa Ranch Landscape Maintenance District (“Lompa LMD”) Allocation Plan has been developed to determine the cost of maintenance and operation responsibilities, of assessed properties, in accordance with Carson City Municipal Code (“CCMC”) Chapter 17.18 and in cooperation with Carson City and the interested parties.

To develop a baseline for maintenance and operating costs, the development phasing map (**Exhibit A** to the Petition) was delineated into distinct ownership boundaries, prior to sub-division. This allows for normalization of costs across the proposed Assessed Properties in the Specific Plan Area (“SPA”) and identifies the responsibility, per phase, which will be invoiced as a portion/percentage of the provided Reserve Study allocation requirement.

As proposed, six (6) primary developments comprise the base allocation assessment. Subject to the Lompa LMD Allocation Assumptions set forth below, the total development consists of 181.21 Acres and have the following six (6) developments:

1. Developer 1	Total parcel size of 58.52 acres (32.29% share)
2. Developer 2	Total parcel size of 18.29 acres (10.09% share)
3. Developer 3	Total parcel size of 26.59 acres (14.67% share)
4. Developer 4	Total parcel size of 19.78 acres (10.92% share)
5. Developer 5	Total Parcel size of 41.04 acres (22.65% share)
6. Developer 6	Total parcel size of <u>16.99 acres</u> (9.38% share)
	181.21 acres (100% Total)

As indicated on **Exhibit A** to the Petition, an initial (Year 1) Reserve Contribution of \$86,000 results in a base allocation assessment for each of the six (6) development areas as follows:

1. Developer 1	– \$27,772.86
2. Developer 2	– \$ 8,680.21
3. Developer 3	– \$12,619.28
4. Developer 4	– \$ 9,387.34
5. Developer 5	– \$19,477.07
6. Developer 6	– <u>\$ 8,063.24</u>
	\$86,000.00

Lompa LMD Reallocation Plan

The process to describe the steps in developing a reallocation assessment will be presented in the following sections. As properties are sold, developed, and sub-divided a reallocation assessment will be required prior to the beginning of each fiscal year, July 1 in Carson City, to modify how individual lots are assessed. The Director of the Carson City Parks, Recreation & Open Space Department will reallocate the assessment when necessary, as provided in this allocation plan, and the Carson City Treasurer’s Office will include a line item for the Lompa LMD in each affected parcel owner’s annual tax bill.

As each development obtains their entitlements or building permit(s), their reallocation will require these major steps:

- First, the original parcel size will be updated to ignore areas that are not assessable, if any. These areas include common areas, easements, rights-of-ways, or publicly owned land such as a park. The new area will be determined with unassessed areas eliminated **(in square feet)**.
- Second, each sub-divided lot area will be determined **(in square feet)**.
- Third, the reallocation percentage will be calculated by taking each individual lot area and dividing it by the updated development size with all unassessed areas, if any, removed.
- Fourth, the reallocated percentage will be multiplied by the base allocation amount for the initial Developer area in which such lot is located to determine the reallocation amount for that lot, taking into account any increases in the base allocation amount for the following fiscal year.

An example breakdown of a lot calculation is shown in the following example (for Lot 6 of Development 3 and based on the original base allocation amount):

Development 3

Step 1

Original Parcel – 26.59 acres

Base Allocation – \$12,619.28

Updated Parcel Size – 17.29 acres

Updated Parcel Size – 753,341 ft²

Step 2

Lot 6 – 9,233 ft²

Step 3

$$\begin{aligned} \text{Reallocation Percentage} &= \text{Lot 6} / \text{Updated Lot Size} \\ &= 9,233 \text{ ft}^2 / 753,341 \text{ ft}^2 \\ &= 1.225607 \% \end{aligned}$$

Step 4

Lot 6

$$\begin{aligned} \text{Annual Cost Allocation} &= [1.225607 \%] \times [\$12,619.28] \\ &= \$154.66 \text{ annually} \end{aligned}$$

The reallocation of assessments for a subdivision of a parcel without developing the parcel will follow this Reallocation Plan. Further development and subdivision of a parcel with reallocated assessments will again follow this Reallocation Plan in subsequent iterations until the parcel is developed.

At the time of the Lompa LMD Petition, Developers 2 and 3 have developed their respective properties, and the reallocation of their share of the assessment is shown in **Exhibit M** to the Petition.

Lompa LMD Allocation Assumptions

It is anticipated that costs will continue to increase, over time, due to inflation. To account for this, it will be necessary for the base allocation amount to increase; the percent share between the initial six (6) Developer Areas will remain the same, but the reserve amount will likely increase. The reserve study will need to be updated, as detailed in the Lompa LMD Financial Plan, to account for inflation and to ensure an adequate reserve balance is maintained.

Currently the proposed future school site and park site have been excluded from the assessed properties in accordance with the definition of “assessed property” in CCMC 17.18.030, since it is anticipated that the Carson City School District (“CCSD”) will own the school site and Carson City (“City”) will own the park site, which is intended to be maintained by the owners’ association for the Project. If, for some reason, either the school site or park site is privately developed, it will be included in the base allocation and the entire Project will be reallocated, with these parcels included, at that time.

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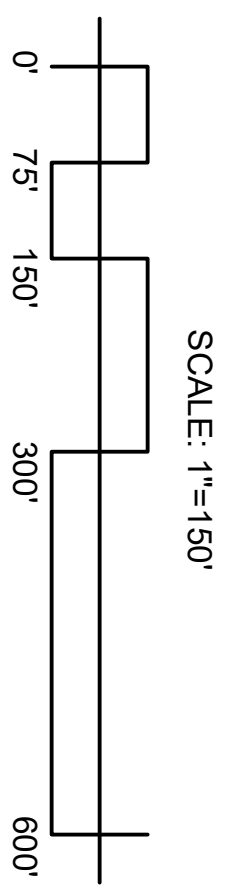
EXHIBIT K
TO PETITION

MAP OF ASSESSED PROPERTIES

[See following pages.]

EXHIBIT K - LOMPA RANCH NORTH LMD ASSESSED PROPERTIES

Developer	Total Acres
Developer 1	58.52
Developer 2	18.29
Developer 3	26.59
Developer 4	19.78
Developer 5	41.04
Developer 6	16.99
Total	181.21



LEGEND

- PROPERTY LINE / RIGHT OF WAY (ROW)
- PROPOSED STREETS (TO BE OWNED AND MAINTAINED BY CARSON CITY)
- EXISTING STREETS (OWNED AND MAINTAINED BY CARSON CITY)
- LMD ASSESSED AREA

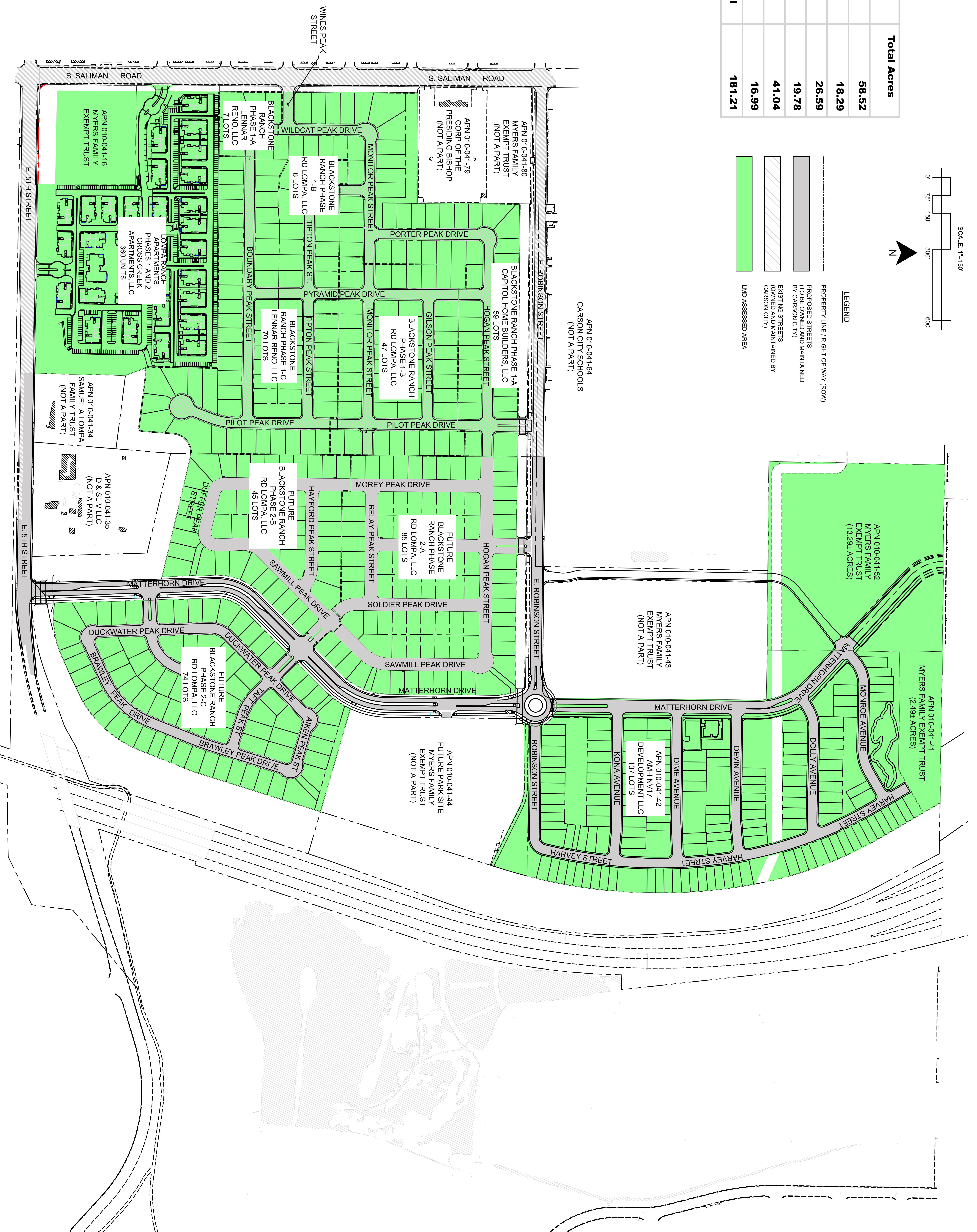


EXHIBIT L
TO PETITION

LIST OF ASSESSED PROPERTIES

[See following pages.]

EXHIBIT L - List of Assessed Properties by Assessor's Parcel Number
Lompa Ranch North Landscape Maintenance District

Developer 1 Property

010-041-40

Developer 2 Property

004-401-01 through 05

004-402-01 through 02

004 411-04 through 08

004-412-01

004-421-01 through 13

004-422-01 through 22

004-422-24 through 34

004-423-01 through 07

004-424-01 through 15

004-425-01 through 05

Developer 3 Property

004-402-03 through 08

004-403-01 through 04

004-404-01 through 08

004-405-01 through 08

004-406-01

004-407-01

004-408-02 through 23

004-408-25 through 35

004-412-02 through 03

004-413-01 through 08

004-414-01 through 02

004-415-01 through 06

004-416-01 through 08

004-417-01 through 06

004-418-01 through 16

Developer 4 Property

010-041-52

010-041-41

010-041-16

Developer 5 Property

010-041-42

Developer 6 Property

010-041-78

32630965_v1

EXHIBIT M
TO PETITION

ASSESSMENT SCHEDULE

[See following pages.]

EXHIBIT M - Assessment Schedule

Developer	Lot Number	Area (sq ft)	Percentage	Annual Base Assessment
Developer 1	010-041-40	2,549,131.20	100.0%	\$ 27,772.86
Developer 2	004-401-01	9,147.60	1.499%	\$ 130.11
	004-401-02	9,583.20	1.570%	\$ 136.31
	004-401-03	15,681.60	2.570%	\$ 223.05
	004-401-04	8,276.40	1.356%	\$ 117.72
	004-401-05	6,534.00	1.071%	\$ 92.94
	004-402-01	7,405.20	1.213%	\$ 105.33
	004-402-02	6,098.40	0.999%	\$ 86.74
	004-411-04	6,098.40	0.999%	\$ 86.74
	004-411-05	6,098.40	0.999%	\$ 86.74
	004-411-06	8,276.40	1.356%	\$ 117.72
	004-411-07	10,018.80	1.642%	\$ 142.50
	004-411-08	7,405.20	1.213%	\$ 105.33
	004-412-01	6,969.60	1.142%	\$ 99.13
	004-421-01	6,969.60	1.142%	\$ 99.13
	004-421-02	6,534.00	1.071%	\$ 92.94
	004-421-03	6,534.00	1.071%	\$ 92.94
	004-421-04	6,534.00	1.071%	\$ 92.94
	004-421-05	6,969.60	1.142%	\$ 99.13
	004-421-06	7,405.20	1.213%	\$ 105.33
	004-421-07	6,534.00	1.071%	\$ 92.94
	004-421-08	6,534.00	1.071%	\$ 92.94
	004-421-09	6,534.00	1.071%	\$ 92.94
	004-421-10	6,534.00	1.071%	\$ 92.94
	004-421-11	6,534.00	1.071%	\$ 92.94
	004-421-12	6,534.00	1.071%	\$ 92.94
	004-421-13	8,276.40	1.356%	\$ 117.72
	004-422-01	6,534.00	1.071%	\$ 92.94
	004-422-02	6,534.00	1.071%	\$ 92.94
	004-422-03	6,534.00	1.071%	\$ 92.94
	004-422-04	6,098.40	0.999%	\$ 86.74
	004-422-05	6,098.40	0.999%	\$ 86.74
	004-422-06	6,098.40	0.999%	\$ 86.74
	004-422-07	6,098.40	0.999%	\$ 86.74
	004-422-08	6,098.40	0.999%	\$ 86.74
004-422-09	6,098.40	0.999%	\$ 86.74	
004-422-10	6,098.40	0.999%	\$ 86.74	
004-422-11	6,098.40	0.999%	\$ 86.74	
004-422-12	6,098.40	0.999%	\$ 86.74	
004-422-13	6,098.40	0.999%	\$ 86.74	
004-422-14	6,098.40	0.999%	\$ 86.74	
004-422-15	6,098.40	0.999%	\$ 86.74	
004-422-16	6,098.40	0.999%	\$ 86.74	
004-422-17	6,098.40	0.999%	\$ 86.74	
004-422-18	6,969.60	1.142%	\$ 99.13	

Developer	Lot Number	Area (sq ft)	Percentage	Annual Base Assessment
Developer 2	004-422-19	11,325.60	1.856%	\$ 161.09
	004-422-20	9,147.60	1.499%	\$ 130.11
	004-422-21	9,583.20	1.570%	\$ 136.31
	004-422-22	10,890.00	1.784%	\$ 154.89
	004-422-24	7,840.80	1.285%	\$ 111.52
	004-422-25	8,712.00	1.428%	\$ 123.91
	004-422-26	18,295.20	2.998%	\$ 260.22
	004-422-27	6,969.60	1.142%	\$ 99.13
	004-422-28	6,534.00	1.071%	\$ 92.94
	004-422-29	6,534.00	1.071%	\$ 92.94
	004-422-30	6,534.00	1.071%	\$ 92.94
	004-422-31	6,534.00	1.071%	\$ 92.94
	004-422-32	6,534.00	1.071%	\$ 92.94
	004-422-33	6,534.00	1.071%	\$ 92.94
	004-422-34	6,534.00	1.071%	\$ 92.94
	004-423-01	6,969.60	1.142%	\$ 99.13
	004-423-02	6,098.40	0.999%	\$ 86.74
	004-423-03	6,098.40	0.999%	\$ 86.74
	004-423-04	6,098.40	0.999%	\$ 86.74
	004-423-05	6,098.40	0.999%	\$ 86.74
	004-423-06	6,098.40	0.999%	\$ 86.74
	004-423-07	6,098.40	0.999%	\$ 86.74
	004-424-01	6,969.60	1.142%	\$ 99.13
	004-424-02	6,098.40	0.999%	\$ 86.74
	004-424-03	6,098.40	0.999%	\$ 86.74
	004-424-04	6,098.40	0.999%	\$ 86.74
	004-424-05	6,098.40	0.999%	\$ 86.74
	004-424-06	6,098.40	0.999%	\$ 86.74
	004-424-07	6,098.40	0.999%	\$ 86.74
	004-424-08	11,761.20	1.927%	\$ 167.28
	004-424-09	6,098.40	0.999%	\$ 86.74
	004-424-10	6,098.40	0.999%	\$ 86.74
	004-424-11	6,098.40	0.999%	\$ 86.74
	004-424-12	6,098.40	0.999%	\$ 86.74
	004-424-13	6,098.40	0.999%	\$ 86.74
	004-424-14	6,098.40	0.999%	\$ 86.74
	004-424-15	6,969.60	1.142%	\$ 99.13
	004-425-01	6,969.60	1.142%	\$ 99.13
	004-425-02	6,098.40	0.999%	\$ 86.74
	004-425-03	6,098.40	0.999%	\$ 86.74
	004-425-04	6,098.40	0.999%	\$ 86.74
	004-425-05	6,098.40	0.999%	\$ 86.74
Developer 3	004-402-03	6,098.40	0.835%	\$ 105.41
	004-402-04	5,662.80	0.776%	\$ 97.88
	004-402-05	6,098.40	0.835%	\$ 105.41

Developer	Lot Number	Area (sq ft)	Percentage	Annual Base Assessment
Developer 3	004-402-06	6,098.40	0.835%	\$ 105.41
	004-402-07	6,969.60	0.955%	\$ 120.47
	004-402-08	6,969.60	0.955%	\$ 120.47
	004-403-01	6,969.60	0.955%	\$ 120.47
	004-403-02	6,098.40	0.835%	\$ 105.41
	004-403-03	6,098.40	0.835%	\$ 105.41
	004-403-04	6,098.40	0.835%	\$ 105.41
	004-404-01	6,969.60	0.955%	\$ 120.47
	004-404-02	6,098.40	0.835%	\$ 105.41
	004-404-03	6,098.40	0.835%	\$ 105.41
	004-404-04	6,098.40	0.835%	\$ 105.41
	004-404-05	6,098.40	0.835%	\$ 105.41
	004-404-06	6,098.40	0.835%	\$ 105.41
	004-404-07	6,969.60	0.955%	\$ 120.47
	004-404-08	6,969.60	0.955%	\$ 120.47
	004-405-01	6,969.60	0.955%	\$ 120.47
	004-405-02	6,098.40	0.835%	\$ 105.41
	004-405-03	6,098.40	0.835%	\$ 105.41
	004-405-04	6,098.40	0.835%	\$ 105.41
	004-405-05	6,098.40	0.835%	\$ 105.41
	004-405-06	6,098.40	0.835%	\$ 105.41
	004-405-07	6,098.40	0.835%	\$ 105.41
	004-405-08	6,969.60	0.955%	\$ 120.47
	004-406-01	7,405.20	1.014%	\$ 128.00
	004-407-01	10,018.80	1.372%	\$ 173.18
	004-408-02	3,049.20	0.418%	\$ 52.71
	004-408-03	6,098.40	0.835%	\$ 105.41
	004-408-04	6,098.40	0.835%	\$ 105.41
	004-408-05	6,098.40	0.835%	\$ 105.41
	004-408-06	6,098.40	0.835%	\$ 105.41
	004-408-07	6,098.40	0.835%	\$ 105.41
	004-408-08	6,098.40	0.835%	\$ 105.41
	004-408-09	6,098.40	0.835%	\$ 105.41
	004-408-10	6,098.40	0.835%	\$ 105.41
	004-408-11	6,098.40	0.835%	\$ 105.41
	004-408-12	6,098.40	0.835%	\$ 105.41
	004-408-13	6,098.40	0.835%	\$ 105.41
	004-408-14	6,098.40	0.835%	\$ 105.41
	004-408-15	10,454.40	1.432%	\$ 180.71
	004-408-16	9,583.20	1.313%	\$ 165.65
	004-408-17	6,098.40	0.835%	\$ 105.41
004-408-18	6,098.40	0.835%	\$ 105.41	
004-408-19	6,098.40	0.835%	\$ 105.41	
004-408-20	6,098.40	0.835%	\$ 105.41	
004-408-21	6,098.40	0.835%	\$ 105.41	

Developer	Lot Number	Area (sq ft)	Percentage	Annual Base Assessment
Developer 3	004-408-22	6,098.40	0.835%	\$ 105.41
	004-408-23	6,098.40	0.835%	\$ 105.41
	004-408-25	7,405.20	1.014%	\$ 128.00
	004-408-26	7,405.20	1.014%	\$ 128.00
	004-408-27	7,405.20	1.014%	\$ 128.00
	004-408-28	7,405.20	1.014%	\$ 128.00
	004-408-29	10,454.40	1.432%	\$ 180.71
	004-408-30	16,988.40	2.327%	\$ 293.65
	004-408-31	8,712.00	1.193%	\$ 150.59
	004-408-32	7,840.80	1.074%	\$ 135.53
	004-408-33	7,840.80	1.074%	\$ 135.53
	004-408-34	7,840.80	1.074%	\$ 135.53
	004-408-35	7,840.80	1.074%	\$ 135.53
	004-412-02	6,098.40	0.835%	\$ 105.41
	004-412-03	6,969.60	0.955%	\$ 120.47
	004-413-01	11,761.20	1.611%	\$ 203.29
	004-413-02	6,098.40	0.835%	\$ 105.41
	004-413-03	6,098.40	0.835%	\$ 105.41
	004-413-04	6,098.40	0.835%	\$ 105.41
	004-413-05	6,098.40	0.835%	\$ 105.41
	004-413-06	6,098.40	0.835%	\$ 105.41
	004-413-07	6,098.40	0.835%	\$ 105.41
	004-413-08	6,969.60	0.955%	\$ 120.47
	004-414-01	6,534.00	0.895%	\$ 112.94
	004-414-02	7,405.20	1.014%	\$ 128.00
	004-415-01	6,969.60	0.955%	\$ 120.47
	004-415-02	6,534.00	0.895%	\$ 112.94
	004-415-03	6,534.00	0.895%	\$ 112.94
	004-415-04	6,534.00	0.895%	\$ 112.94
	004-415-05	6,534.00	0.895%	\$ 112.94
	004-415-06	6,534.00	0.895%	\$ 112.94
	004-416-01	6,969.60	0.955%	\$ 120.47
	004-416-02	6,098.40	0.835%	\$ 105.41
	004-416-03	6,098.40	0.835%	\$ 105.41
	004-416-04	6,098.40	0.835%	\$ 105.41
	004-416-05	6,098.40	0.835%	\$ 105.41
	004-416-06	6,098.40	0.835%	\$ 105.41
	004-416-07	6,098.40	0.835%	\$ 105.41
	004-416-08	6,969.60	0.955%	\$ 120.47
	004-417-01	6,534.00	0.895%	\$ 112.94
	004-417-02	6,098.40	0.835%	\$ 105.41
	004-417-03	6,098.40	0.835%	\$ 105.41
004-417-04	6,098.40	0.835%	\$ 105.41	
004-417-05	6,098.40	0.835%	\$ 105.41	
004-417-06	6,969.60	0.955%	\$ 120.47	

Developer	Lot Number	Area (sq ft)	Percentage	Annual Base Assessment
Developer 3	004-418-01	6,969.60	0.955%	\$ 120.47
	004-418-02	6,098.40	0.835%	\$ 105.41
	004-418-03	6,098.40	0.835%	\$ 105.41
	004-418-04	6,098.40	0.835%	\$ 105.41
	004-418-05	6,098.40	0.835%	\$ 105.41
	004-418-06	6,098.40	0.835%	\$ 105.41
	004-418-07	6,098.40	0.835%	\$ 105.41
	004-418-08	6,969.60	0.955%	\$ 120.47
	004-418-09	6,969.60	0.955%	\$ 120.47
	004-418-10	6,098.40	0.835%	\$ 105.41
	004-418-11	6,098.40	0.835%	\$ 105.41
	004-418-12	6,098.40	0.835%	\$ 105.41
	004-418-13	6,098.40	0.835%	\$ 105.41
	004-418-14	6,098.40	0.835%	\$ 105.41
	004-418-15	6,098.40	0.835%	\$ 105.41
	004-418-16	6,969.60	0.955%	\$ 120.47
Developer 4	010-041-52	578,912.40	67.189%	\$ 6,307.27
	010-041-41	108,464.40	12.588%	\$ 1,181.72
	010-041-16	174,240.00	20.222%	\$ 1,898.35
Developer 5	010-041-42	1,789,009.20	100%	\$ 19,477.07
Developer 6	010-041-78	740,084.40	100%	\$ 8,063.24

EXHIBIT N
TO PETITION

FINANCIAL PLAN

[See following pages.]

Recommended Reserve Contribution

Year Funded	Beginning of Year Balance	Spc Rsv Assessmt	Annual Transfer	Member Mo Pmt	Annual Expenditures	Interest Earned	Income Tax	End of Year Balance	% Funded	Fully Funded (100%)
2022	\$0.00	\$0.00	\$80,000.00	\$10.24	\$43,550.00	\$0.00	\$0.00	\$36,450.00	37.64	\$96,848.14
2023	\$36,450.00	\$0.00	\$84,000.00	\$10.75	\$99,343.50	\$73.00	\$21.90	\$21,157.60	28.89	\$73,231.22
2024	\$21,157.60	\$0.00	\$86,000.00	\$11.01	\$45,300.44	\$42.00	\$12.60	\$61,886.56	59.78	\$103,532.16
2025	\$61,886.56	\$0.00	\$87,000.00	\$11.14	\$105,393.52	\$124.00	\$37.20	\$43,579.84	55.55	\$78,457.94
2026	\$43,579.84	\$0.00	\$88,000.00	\$11.26	\$48,059.23	\$87.00	\$26.10	\$83,581.51	75.58	\$110,581.24
2027	\$83,581.51	\$0.00	\$90,000.00	\$11.52	\$113,898.67	\$167.00	\$50.10	\$59,799.74	72.94	\$81,981.92
2028	\$59,799.74	\$0.00	\$91,000.00	\$11.65	\$50,986.03	\$120.00	\$36.00	\$99,897.71	86.05	\$116,095.42
2029	\$99,897.71	\$0.00	\$92,000.00	\$11.78	\$118,621.34	\$200.00	\$60.00	\$73,416.37	83.54	\$87,885.78
2030	\$73,416.37	\$0.00	\$93,000.00	\$11.90	\$54,091.08	\$147.00	\$44.10	\$112,428.19	90.63	\$124,054.71
2031	\$112,428.19	\$0.00	\$94,000.00	\$12.03	\$125,845.37	\$225.00	\$67.50	\$80,740.32	85.80	\$94,100.49
2032	\$80,740.32	\$0.00	\$95,000.00	\$12.16	\$59,804.28	\$161.00	\$48.30	\$116,048.74	89.16	\$130,155.79
2033	\$116,048.74	\$0.00	\$100,000.00	\$12.80	\$133,509.36	\$232.00	\$69.60	\$82,701.78	84.03	\$98,416.65
2034	\$82,701.78	\$0.00	\$106,000.00	\$13.57	\$60,879.99	\$165.00	\$49.50	\$127,937.29	91.95	\$139,138.55
2035	\$127,937.29	\$0.00	\$108,000.00	\$13.82	\$141,640.07	\$256.00	\$76.80	\$94,476.42	89.60	\$105,440.89
2036	\$94,476.42	\$0.00	\$110,000.00	\$14.08	\$64,587.59	\$189.00	\$56.70	\$140,021.13	94.22	\$148,611.95
2037	\$140,021.13	\$0.00	\$112,000.00	\$14.34	\$153,070.29	\$280.00	\$84.00	\$99,146.84	89.99	\$110,176.84
2038	\$99,146.84	\$0.00	\$114,000.00	\$14.59	\$68,520.97	\$198.00	\$59.40	\$144,764.47	92.78	\$156,022.52
2039	\$144,764.47	\$0.00	\$116,000.00	\$14.85	\$159,417.17	\$290.00	\$87.00	\$101,550.30	85.98	\$118,111.14
2040	\$101,550.30	\$0.00	\$124,000.00	\$15.87	\$72,693.89	\$203.00	\$60.90	\$152,998.51	91.77	\$166,719.14
2041	\$152,998.51	\$0.00	\$130,000.00	\$16.64	\$169,125.66	\$306.00	\$91.80	\$114,087.05	90.21	\$126,463.19
2042	\$114,087.05	\$0.00	\$133,000.00	\$17.03	\$80,371.95	\$228.00	\$68.40	\$166,874.70	95.40	\$174,918.51
2043	\$166,874.70	\$0.00	\$136,000.00	\$17.41	\$179,425.43	\$334.00	\$100.20	\$123,683.07	93.51	\$132,263.75
2044	\$123,683.07	\$0.00	\$140,000.00	\$17.92	\$81,817.61	\$247.00	\$74.10	\$182,038.36	97.35	\$186,990.56
2045	\$182,038.36	\$0.00	\$143,000.00	\$18.31	\$190,352.42	\$364.00	\$109.20	\$134,940.74	95.23	\$141,703.76
2046	\$134,940.74	\$0.00	\$146,000.00	\$18.69	\$86,800.30	\$270.00	\$81.00	\$194,329.44	97.30	\$199,722.01
2047	\$194,329.44	\$0.00	\$149,000.00	\$19.07	\$205,713.68	\$389.00	\$116.70	\$137,888.06	93.12	\$148,068.48
2048	\$137,888.06	\$0.00	\$154,000.00	\$19.71	\$92,086.45	\$276.00	\$82.80	\$199,994.81	95.38	\$209,681.23
2049	\$199,994.81	\$0.00	\$157,000.00	\$20.10	\$214,243.33	\$400.00	\$120.00	\$143,031.48	90.11	\$158,731.48
2050	\$143,031.48	\$0.00	\$160,000.00	\$20.48	\$97,694.51	\$286.00	\$85.80	\$205,537.17	91.73	\$224,056.59
2051	\$205,537.17	\$0.00	\$167,000.00	\$21.38	\$227,290.75	\$411.00	\$123.30	\$145,534.12	85.63	\$169,955.97
Total:		\$0.00	\$3,485,000.00		\$3,344,134.88	\$6,670.00	\$2,001.00			

EXHIBIT O
TO PETITION

OPERATION AND MAINTENANCE PLAN

[See following pages.]

33126257_v2

Exhibit O - Operation and Maintenance Plan

**STORMWATER FACILITIES
OPERATION AND MAINTENANCE PLAN
FOR
LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT
CARSON CITY, NEVADA**

May 27, 2022

Prepared for
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

INTRODUCTION 1
 Location and Description of Stormwater Facilities 1
 Responsibilities for Stormwater Facilities Maintenance 1
INSPECTION AND MAINTENANCE REQUIREMENTS 2
 Inspection Frequency 2
 Inspection Criteria 2
 Prioritization of Maintenance and Repair 2
 Procedures for Maintenance and Repair 3
 Safety3

APPENDIX A
 INSPECTION CHECKLIST

APPENDIX B
 STATE OF NEVADA NOXIOUS WEED LIST

INTRODUCTION

An Operation and Maintenance Plan (“O&M Plan”) is required for the LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT for the Blackstone Ranch, Carson City, Nevada for the stormwater facilities known as the LOMPA RANCH NORTH SPECIFIC PLAN AREA (“SPA”) FLOOD CONTROL CHANNELS.

The channels will be regularly inspected and maintained following the inspection and maintenance procedures outlined in this plan to ensure the proper functioning of the Flood Control Channels as identified herein.

LOCATION AND DESCRIPTION OF STORMWATER FACILITIES

The Blackstone (“Lompa”) Ranch is located on a parcel of approximately 251.3 acres and will include the construction of 530 single family residential units, 30 multi-family residential buildings (120 Base floor units), a clubhouse/pool area, some commercial for a total of 651 Assessment paying members. The site is located within the Section 16, Township 15 north, Range 20 East, M.D.M. It is located generally south of Williams Street, east of Saliman Road and North of East 5th Street.

The public stormwater facilities within the project generally consist of four on-site channels comprised of the Vicee Channel, the Ash Canyon Channel, the Kings Canyon Channel and the Saliman Road Channel. A series of five multi-cell bottomless box culverts provide drive aisle access to the residential and Multi-family communities as well as access between Robinson and 5th Street in the form of Matterhorn Drive.

The Facilities Map, **Exhibit B** to the Petition, depicts the specific channels that the LMD will be responsible for maintaining.

RESPONSIBILITIES FOR STORMWATER FACILITIES MAINTENANCE

Carson City Public Works
3505 Butti Way
Carson City, Nevada 89701

INSPECTION AND MAINTENANCE REQUIREMENTS

INSPECTION FREQUENCY

The stormwater facilities will be inspected during the first year of operation after the first large storm event (2-year, 24-hour, or greater). After the first year, the stormwater facilities will be inspected before and after the rainy season (October through March). Additionally, the stormwater facilities will be inspected for proper draining 72 hours after each 5-year, 24-hour or greater storm event, and for the presence of water seven days after each 5-year, 24-hour or greater storm event.

INSPECTION CRITERIA

Inspections of drainage facilities will consist of a detailed evaluation of the existing condition using the Inspection Checklist included in Appendix A. The following items will be inspected at minimum:

- The condition and stability of the side slopes and bottoms of the open channel, with emphasis on the amount of erosion and sediment accumulation;
- The presence of sediment or debris that could obstruct the free flow of water through the conveyance system;
- The presence of trash, unacceptable vegetation, or other rubbish in the conveyance system; and
- The presence of water or animal burrows.

PRIORITIZATION OF MAINTENANCE AND REPAIR

Maintenance and repair work for the stormwater facilities will be prioritized. The highest priority, priority "A" on the Inspection Checklist, will be emergency work where life and/or safety issues are involved. This work should be initiated as soon as the manpower and equipment are available to perform the needed tasks.

The next highest priority, priority "B", will be given to removing obstructions to flow and correcting the underlying cause of these obstructions; and to address immediate threats to property damage. The goal for completing this work is one to two weeks from the completion of the inspection, depending on the complexity of the work involved.

Routine preventative maintenance activities will be given a lower priority, priority "C" on the Inspection Checklist, and will be carried out as early as practical, and before the winter season.

PROCEDURES FOR MAINTENANCE AND REPAIR

Typical procedures for the maintenance and repair of Lompa Ranch North Flood Control Channels are as follows:

Open Channel, Culverts and Inlet/Outlet Structures

Access:

Maintenance vehicle access for the open channels, box culverts and storm drain inlets/outlets is provided along the North side of Ash Canyon Channel in the form of a multi-purpose path and maintenance driveways from the concrete path down to the channel bottom. Access is also provided along the northern edge of the Kings Canyon Channel with maintenance driveways down into the channel bottom of the Kings Canyon Channel. The Saliman Road Channel can be accessed from Saliman Road.

Procedure:

- Inspection and review of the open channel, box culvert and storm drain inlets/outlets is to be conducted to identify evidence of erosive damage to channel slopes and linings, dislodged rip rap, and dislodged storm drain inlet/outlet structures. Should damage be observed, qualified maintenance personnel shall repair the damage in accordance with the original improvement plans and specifications.
- Sediment, trash, debris, and any other obstructions to the free flow of water, including excess vegetation and unacceptable vegetation, will be removed. Unacceptable vegetation includes invasive species and the noxious weeds referred to in APPENDIX B, which are required to be treated pursuant to Nevada Revised Statutes Chapter 555.
- All material removed will be hauled to approved disposal sites.
- Areas of the facilities that have been disturbed for sediment removal or erosion backfill shall be hydroseeded with the same type of vegetation that was originally planted.
- Portions of the facilities that have eroded more than twelve (12) inches in depth shall be backfilled and compacted, and reinforcement will be repaired annually. Areas that routinely require this maintenance will be required to have additional reinforcement installed.
- In the event that wetlands are discovered or created, and need to be maintained as such, all activities necessary to maintain the wetland will be included in maintenance. This maintenance will be performed, at minimum, on an annual basis.

Equipment:

Equipment needed for maintenance may include excavating equipment, rake, shovel, hand tools, bucket, wheelbarrow, and a power vacuum or vacuum truck.

SAFETY

Safety consideration will be taken when conducting inspections and maintenance. Hazards should be anticipated and avoided. Confined space will not be entered without proper training and equipment, and at least one other person will be present.

APPENDIX A

LOMPA RANCH NORTH FLOOD CONTROL CHANNELS STORMWATER FACILITIES CHECKLIST

INSPECTOR:					DATE & TIME:	
INSPECTION ITEMS	CONDITION ACTION				IDENTIFY SITE AND DESCRIPTION OF MAINTENANCE NEEDED, PROBLEM, OR INSPECTION VALUE	REPAIR DATE
	G O O D	A	B	C		
DETENTION BASIN/OPEN CHANNEL						
SIDE SLOPE EROSION						
BOTTOM EROSION						
INLET CONDITION						
OUTLET CONDITION						
DEPTH OF SEDIMENT						
DEPTH OF WATER						
VEGETATION GROWTH						
NOXIOUS WEEDS						
TRASH AND DEBRIS						
RODENT BURROWS						
CULVERTS (INLETS AND OUTFALLS)						
OBSTRUCTIONS						
DEPTH OF SEDIMENT						
CRACKS						
SEEPAGE						
DAMAGE OR DEFORMATION						

ACTION:

A - REPAIR AND MAINTAIN AS SOON AS POSSIBLE

B - REPAIR AND MAINTAIN WITHIN 2 WEEKS OF INSPECTION

C - MAINTAIN AS SOON AS POSSIBLE OR BEFORE WINTER SEASON

APPENDIX B

NEVADA NOXIOUS WEED LIST BY CATEGORY

Category A Weeds:

Category A noxious weeds are weeds that are generally not found or that are limited in distribution throughout the State.

African rue	(<i>Peganum harmala</i>)
Austrian fieldcress	(<i>Rorippa austriaca</i>)
Swainsonpea	(<i>Sphaerophysa salsula</i>)
Black henbane	(<i>Hyoscyamus niger</i>)
Camelthorn	(<i>Alhagi maurorum</i>)
Common crupina	(<i>Crupina vulgaris</i>)
Dalmatian toadflax	(<i>Linaria dalmatica</i>) (<i>Isatis tinctoria</i>) (<i>Myriophyllum spicatum</i>) (<i>Arundo donax</i>)
Dyer's woad	(<i>Salvinia molesta</i>)
Eurasian water-milfoil	(<i>Galega officinalis</i>)
Giant reed	(<i>Pennisetum setaceum</i>)
Giant salvinia	(<i>Cynoglossum officinale</i>)
Goatsrue	(<i>Hydrilla verticillata</i>)
Crimson fountain grass	(<i>Centaurea iberica</i>)
Houndstongue	(<i>Hypericum perforatum</i>)
Hydrilla	(<i>Centaurea melitensis</i>)
Iberian starthistle	(<i>Anthemis cotula</i>)
Common St. Johnswort	(<i>Salvia aethiopsis</i>)
Malta starthistle	(<i>Lythrum salicaria</i> , <i>L. virgatum</i> & cultivars)
Mayweed chamomile	(<i>Centaurea calcitrapa</i>)
Mediterranean sage	(<i>Chondrilla juncea</i>)
Purple loosestrife	(<i>Sonchus arvensis</i>)
Purple starthistle	(<i>Centaurea maculosa</i>)
Rush skeletonweed	(<i>Centaurea virgata</i>)
Sow thistle	(<i>Potentilla recta</i>)
Spotted knapweed	(<i>Zygophyllum fabago</i>)
Squarrose knapweed	(<i>Centaurea solstitialis</i>)
Sulfur cinquefoil	(<i>Linaria vulgaris</i>)
Syrian bean caper	
Yellow starthistle	
Yellow toadflax	

Category B Weeds:

Category B listed noxious weeds are weeds that are generally established in scattered populations in some counties of the State.

Horsenettle	(<i>Solanum carolinense</i>)
Diffuse knapweed	(<i>Centaurea diffusa</i>)
Leafy spurge	(<i>Euphorbia esula</i>)
Medusahead	(<i>Taeniatherum caput-medusae</i>)
Musk thistle	(<i>Carduus nutans</i>)
Russian knapweed	(<i>Acroptilon repens</i>)
African mustard	(<i>Brassica tournefortii</i>)
Scotch thistle	(<i>Onopordum acanthium</i>)
Silverleaf nightshade	(<i>Solanum elaeagnifolium</i>)

Category C Weeds:

Category C listed noxious weeds are weeds that are generally established and generally widespread in many counties of the State.

Canada thistle	(<i>Cirsium arvense</i>)
Hoary cress	(<i>Cardaria draba</i>)
Johnsongrass	(<i>Sorghum halepense</i>)
Perennial pepperweed	(<i>Lepidium latifolium</i>)
Poison-hemlock	(<i>Conium maculatum</i>)
Puncture <i>vine</i>	(<i>Tribulus terrestris</i>)
Salt cedar (tamarisk)	(<i>Tamarix</i> spp.)