

**Parks and Recreation Commission
Staff Report**

Meeting Date: November 5, 2014

Agenda Item Number: 3B

Applicant: Roger Moellendorf, Parks & Recreation Director

Request: **For Discussion and Possible Action:** To discuss and review the draft Schulz Ranch Landscape Maintenance District Petition for the planned Schulz Ranch Development.

General Discussion: On October 17, 2014 the Department emailed a copy of the draft Schulz Ranch Landscape Maintenance District (LMD) Petition and a copy of the Chapter 15.60 Residential Construction Tax from the Carson City Municipal Code. Attached (Exhibit A) is a copy of a working timeline for the review and approval of landscape maintenance petition. Also attached (Exhibit B) is a copy of comments from Susan Dorr Pansky, Planning Manager, from Carson City Planning Division regarding the LMD petition. The purpose of this meeting is to acquire input and comments from the Commission that will help in completing the final draft which will be brought to the Commission at the December 2, 2014 meeting. During this meeting it is hoped that the Parks and Recreation Commission will be able to make a recommendation to the Board of Supervisors for their December 18, 2014 meeting.

A landscape maintenance district is a defined area within a future or existing residential development that has, by municipal ordinance, the ability to assess property owners for city maintenance of landscape improvements contained within the borders of the district. Developers are allowed to request the formation of a maintenance district through a petition process. As stated in Chapter 17 of the Carson City Municipal Code, the purpose of a landscape maintenance district is “to provide through the cooperation of petitioners of maintenance districts and Carson City well maintained and attractive parks, recreation facilities, trails, landscaping, and open space areas that provide for the citizen’s general welfare and healthy recreational opportunities.” Assessments are based on the maintenance cost for the improvements and are assessed to individual property owners. Assessments will be mailed to property owners with their property tax statements and will have the same force of law as property taxes.

The cost to the developer for the development of parks, recreation facilities, open space areas, and trails within the district are eligible for reimbursement to the developer through Residential Construction Taxes (RCT) collected by the city from the developer. In the case of Schulz Ranch, the developer will be responsible for all construction costs beyond the projected \$424,000 in RCT reimbursements (based on 424 lots at build-out and

\$1,000 in taxes per dwelling). This model has worked successfully with other developments such as Long Ranch and Silver Oaks.

Parks and Recreation staff as well as Manhard Consulting hopes to complete the final draft of the LMD petition by mid-November. When the final draft is completed it will be sent to each Commissioner in time to review before the December 2 Commission meeting. Staff is also hoping to simplify some of the formatting and language in the petition to make it more readable, understandable and “user friendly.”

Recommended Action: At this time staff has no recommended action.



Civil Engineering
Surveying
Water Resources Management
Water & Wastewater Engineering
Supply Chain Logistics
Construction Management
Environmental Sciences
Landscape Architecture
Land Planning

October 1, 2014

Roger Moellendorf

Director
Carson City Parks & Recreation Dept.
3303 Butti Way, Building 9
Carson City, Nevada 89701

Re: Schulz Ranch Landscape Maintenance District Petition

Dear Roger,

On behalf Schulz Ranch, LLC and Ryder-Duda Carson, LLC ("Developers"), enclosed is the Landscape Maintenance Petition for submittal to Carson City pursuant to Carson City Municipal Code ("CCMC") Section 17.18.060(1). In accordance with prior communications with Carson City and this office, the Petition is in draft form and attempts to address comments and concerns received by us from Carson City over the past several months. We, along with the Developers, intend to continue to evaluate the Petition (and its Exhibits) and will bring to your attention any issues or concerns that we see, including those arising out of the ongoing and continuing development efforts with respect to the Schulz Ranch project.

If you have any questions or require any additional information, relating to the Landscape Maintenance District Petition, please feel free to contact me.

Sincerely,
Manhard Consulting, Ltd.

A handwritten signature in black ink that reads 'Christopher Baker'.

Christopher Baker
Planning Manager

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, "Property").

C. The 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) 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. The areas of land within the 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 Agreement are described and/or depicted on Exhibits C-1 and C-2 hereto ("Maintenance District Property"). The Maintenance District Property relating to and shown on the Phase 1 Subdivision Map is as follows ("Phase 1 Maintenance District Property"): The right-of way commonly known as Race Track Road (±9.52 acres), and Common Area A and Common Area B (together, ±5.927 acres), together with the Improvements to be installed and constructed thereon pursuant to the Development Agreement.

H. 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.

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

PETITION

I. SIGNATURES; NOTICE. Except for land to which title has passed to Carson City as a result of the dedications on and recordation of the Phase 1 Subdivision Map, Developer owns one hundred percent (100%) of the 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 Property petitioning for creation of the Maintenance District. A notice of maintenance district assessment ("Notice of Maintenance District Assessment") substantially in the form attached as Exhibit B to the Maintenance District Development Agreement, will be used as additional notice to future Lot owners of the Maintenance District, the current estimated or actual Assessment Amount for each Lot, and contact information for Carson City for owners to obtain information about the Maintenance District and the Assessment Amount. The Developer obligations regarding the Notice of Maintenance District Assessment are set forth in the Maintenance District Development Agreement.

II. PROPERTY DESCRIBED. The Maintenance District will include all of the Property. The portions of the Property that constitute Lots created by the recording of each Subdivision Map will be subject to the Assessment. The portions of the Property that constitute the Maintenance District Property will not be subject to the Assessment. ✓

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

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

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

VI. LIST OF ASSESSED PROPERTIES.

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

B. The commencement date for the Assessment for the entire Maintenance District is the date the installation and construction for the Improvements associated with the Phase 1 Maintenance District Property are complete; provided, however, (i) a Lot shall be subject to the Assessment, and to the Assessment Amount for that Lot, only **after** the Lot is created by a Subdivision Map, and (ii) until such time as the Maintenance Turnover Date has occurred for Improvements on a particular portion of Maintenance District Property (i.e., Developer still responsible for maintenance of such Improvements), Developer is exempt and excused from paying that portion of the Assessment Amount for any Lot owned in fee simple by Developer that is attributable to such Improvements, as reasonably determined by Developer and Carson City. As used in this **Section VI.B** of this Petition, the term "**complete**" means the earlier to occur of (y) the date that maintenance of the Improvements associated with the Phase 1 Maintenance District Property are assumed by Carson City pursuant to Section 5 of the Maintenance District Development Agreement, and (z) the date such Improvements have undergone a final inspection and have received approval (except for non-material punch-list items) by the governmental authority having jurisdiction and responsibility with respect to such inspection and approval (and before formal acceptance of such Improvements by Carson City by recordation of its acceptance in the Official Records or other means customarily used by Carson City to evidence such acceptance).

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) reserve studies stipulating initial reserves to be established; (4) initial and annual Maintenance District cost

allocation; (5) projected revenues and expenses for the first 5 years of operations of the Maintenance District; and (6) a projected 5 year Improvement Plan.

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. Not applicable.

XV. TIMELINES. Carson City has waived the requirement in CCMC 17.18.050(2)(o).

XVI. FEE. Enclosed with this Petition is the filing fee required by Carson City for submittal to it of this Petition.

[Signatures to follow.]

IN WITNESS WHEREOF Developer submits this Petition to Carson City.

SCHULZ RANCH, LLC,
a Delaware limited liability company

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

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF _____)

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

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
) ss.
COUNTY OF _____)

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

Notary Public
My Commission Expires: _____

SCHEDULE 1

CCMC 17.18.030 DEFINITIONS

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

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

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

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

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

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

“Board” means the Carson City board of supervisors.

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

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

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

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

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

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

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

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

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

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

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

“Landscaping” includes, without limitation:

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

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

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

“Maintenance association” means a homeowners’ association or landscape maintenance association created to assume maintenance of the improvements.

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

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

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

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

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

“Parks director” means the director of Carson City’s parks and recreation department, or his or her designee.

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

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

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

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

“Public benefit” means the general public’s benefit and use of the improvements within the maintenance district.

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

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

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

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

EXHIBIT A
TO PETITION

DEVELOPER 1 PROPERTY

EXHIBIT "A"

All that particular real property situate within the East One-Half of Section (E 1/2) of Section 5, Township 14 North (T.14N.), Range 20 East (R.20E.), Mount Diablo Meridian, being Lot 1-1 through Lot 1-40, Lot 4-1 through Lot 4-60, Parcel A, Parcel B, Parcel C and all dedicated roadways as shown on the Final Map for SCHULZ RANCH SUBDIVISION – PHASE1, recorded August 11, 2014 in Book 10, Page 2821 as File No. 446516, Parcel 3A and Parcel 3B as shown on the 3rd Parcel Map for SCHULZ RANCH DEVELOPERS, LLC recorded August 3, 2007 in Book 10, Page 2663 as File No. 370575, Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as shown on the 4th Parcel Map for SCHULZ RANCH DEVELOPERS, LLC, recorded August 21, 2007 in Book 10, Page 2666 as File No. 371192 and Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as shown on the 5th Parcel Map for SCHULZ RANCH DEVELOPERS, LLC recorded August 21, 2007 in Book 10, Page 2667 as File No. 371193 all in the Official Records of Carson City, Nevada.

EXHIBIT B
TO PETITION

DEVELOPER 2 PROPERTY

EXHIBIT "B"

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

EXHIBIT C-1
TO PETITION

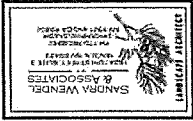
MAINTENANCE DISTRICT PROPERTY

[See following pages.]

EXHIBIT C-2
TO PETITION

MAINTENANCE DISTRICT PROPERTY

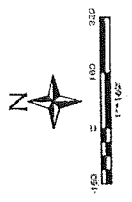
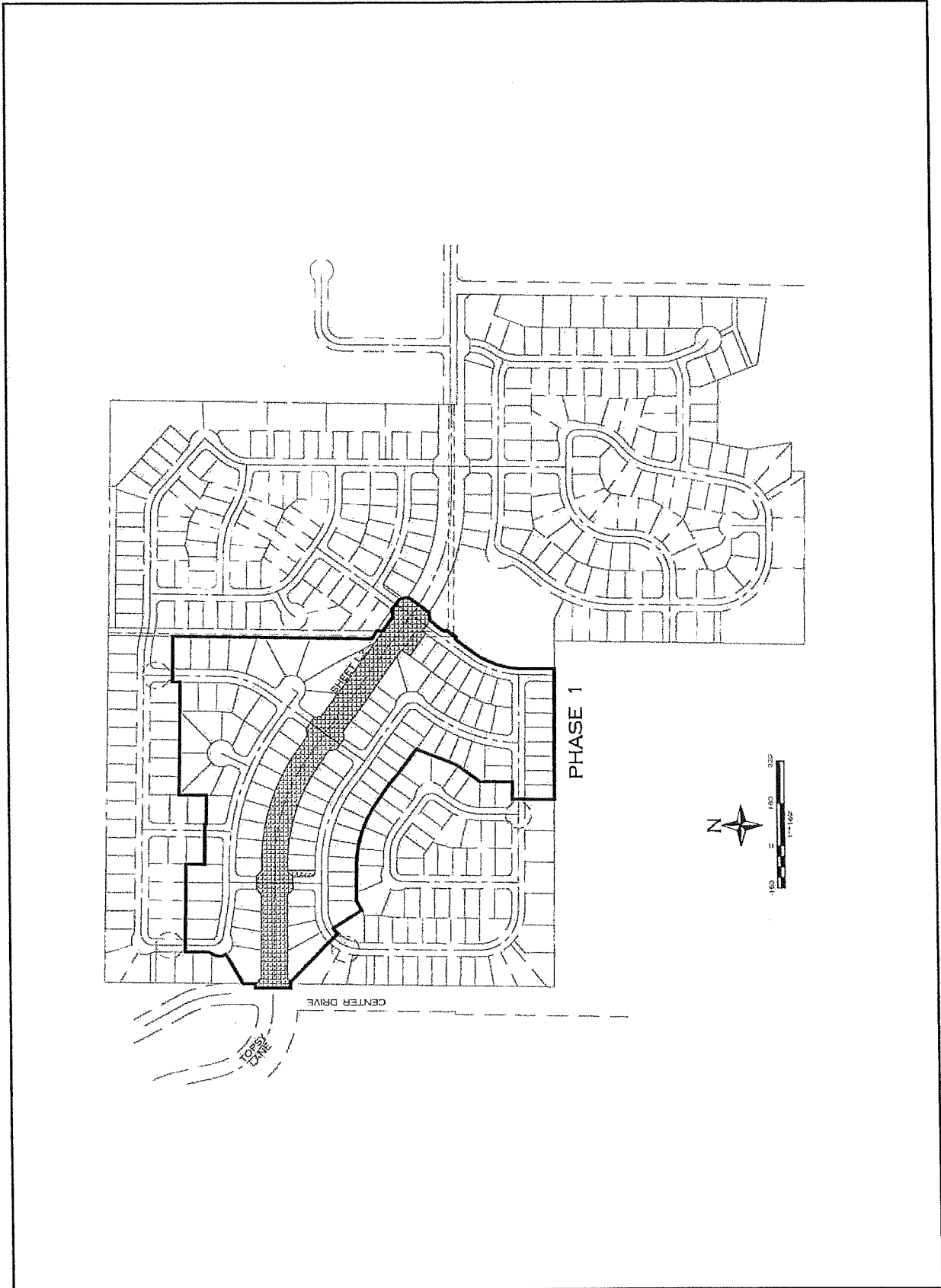
[See following pages.]



SCHULZ RANCH
IMPROVEMENT PLANS
PHASE 1 - LANDSCAPE OVERVIEW

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

DRAWING TITLE: OVERVIEW
SHEET: L1
OF 2 SHEETS



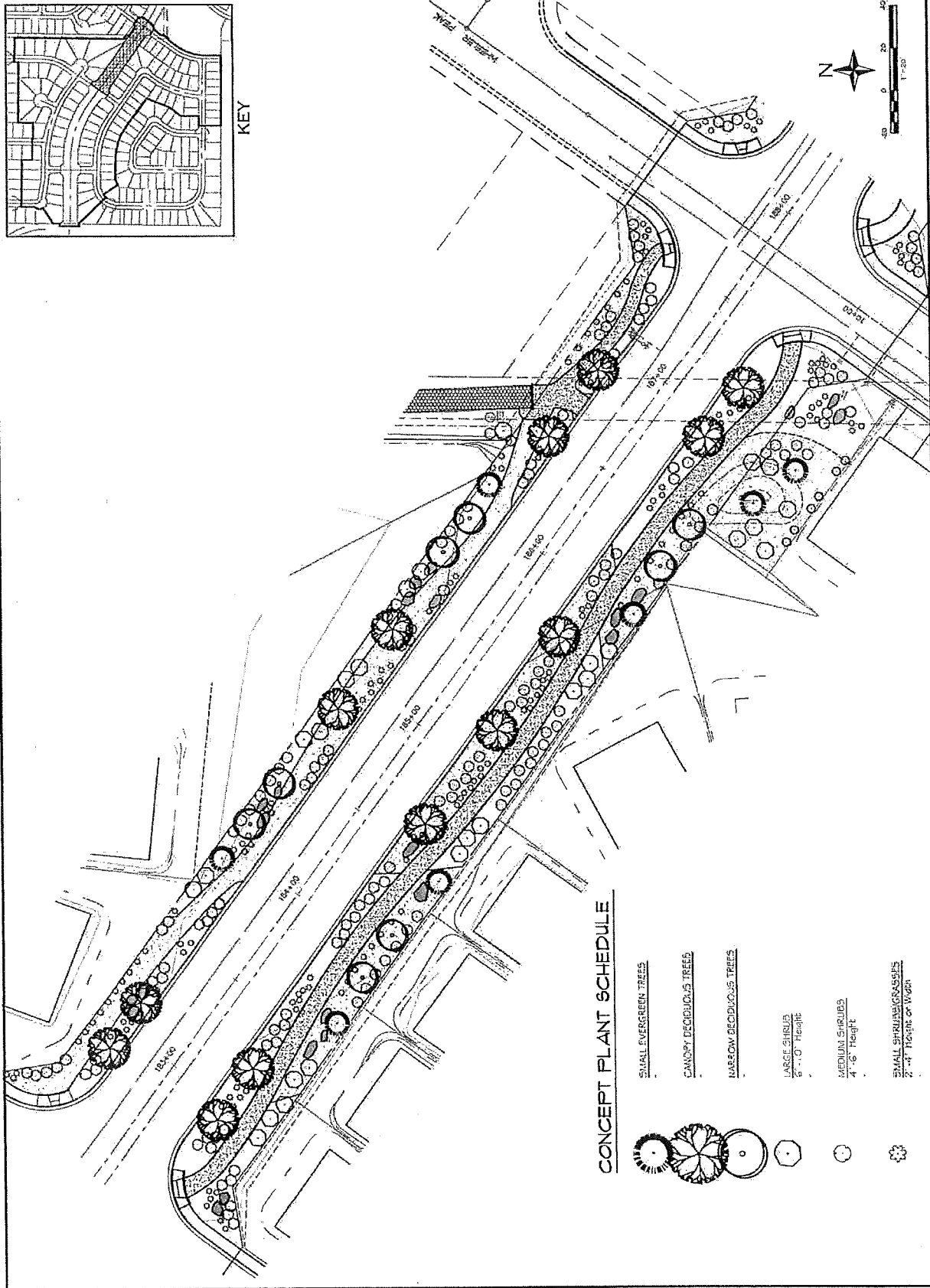
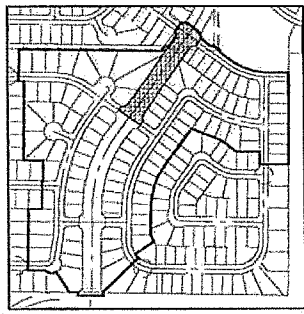


**SCHULZ RANCH
IMPROVEMENT PLANS
PHASE 1 - ENTRY RD. LANDSCAPE CONCEPT**







REVISION _____

DATE: SEPTEMBER 2014
 SCALE: 1" = 20'
 DRAWN: SWY
 CHECKED: SWY

DRAWING TITLE:
 LANDSCAPE
 SHEET: **L2**
 OF 2 SHEETS



CONCEPT PLANT SCHEDULE

-  SMALL EVERGREEN TREES
-  CANOPY DECIDUOUS TREES
-  NARROW DECIDUOUS TREES
-  LARGE SHRUBS
8'-10' Height
-  MEDIUM SHRUBS
4'-6' Height
-  SMALL SHRUBS/CASSIAS
2'-4" Height or Widen

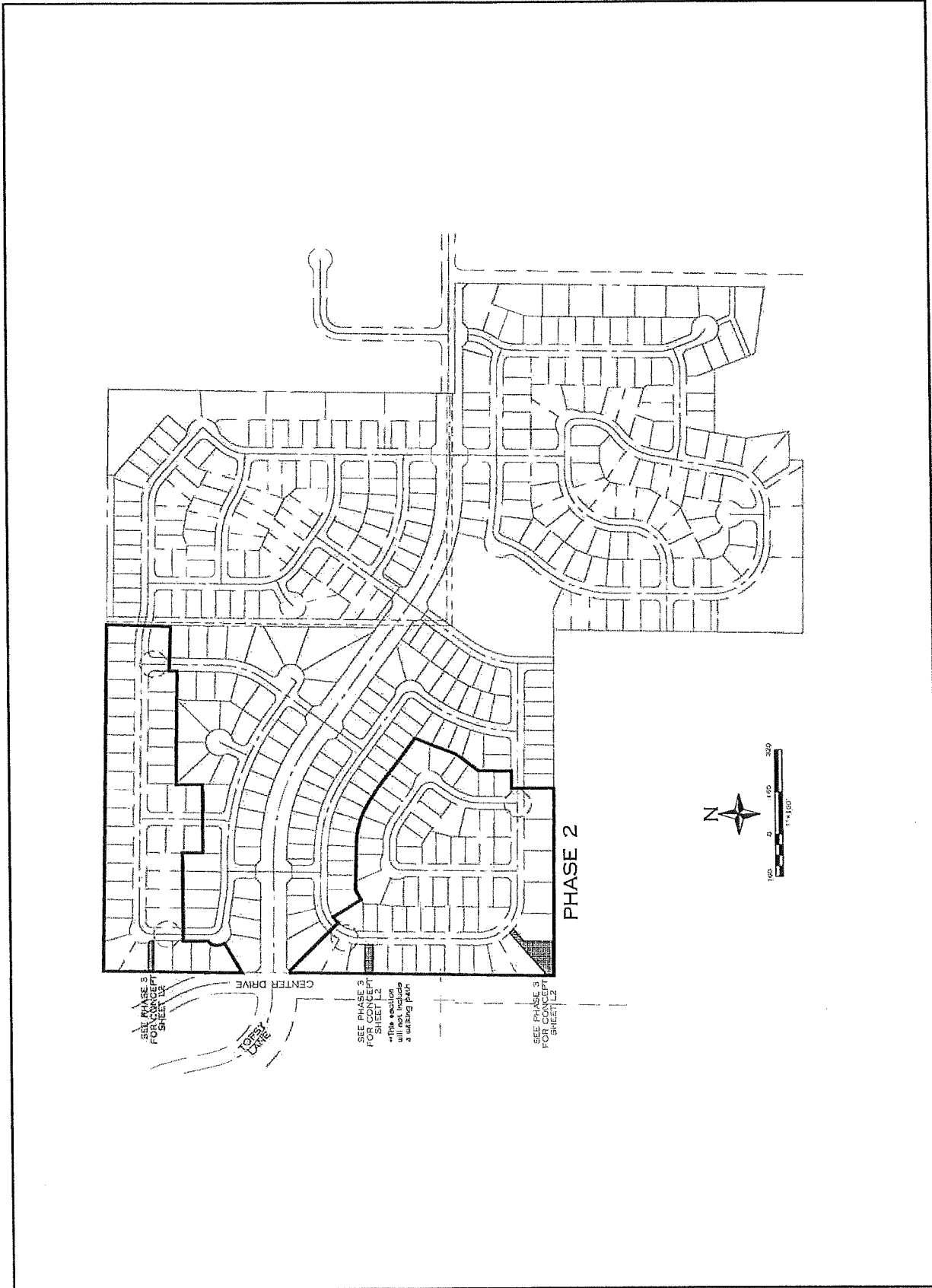


**SCHULZ RANCH
IMPROVEMENT PLANS
PHASE 2 - LANDSCAPE OVERVIEW**

REVISION _____

 DATE: NUMBER 2014
 SCALE: 1" = 100'
 DRAWN: SW
 CHECKED: SW

DRAWING TITLE:
 OVERVIEW
 SHEET: **L1**
 OF 1 SHEETS



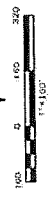
SEE PHASE 3
 FOR CONCEPT
 SHEET L2

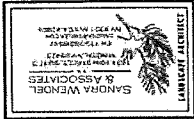
CENTER DRIVE
 LOOPY DRIVE

SEE PHASE 3
 FOR CONCEPT
 SHEET L2
 *This section
 will not include
 a walking path

SEE PHASE 3
 FOR CONCEPT
 SHEET L2

PHASE 2



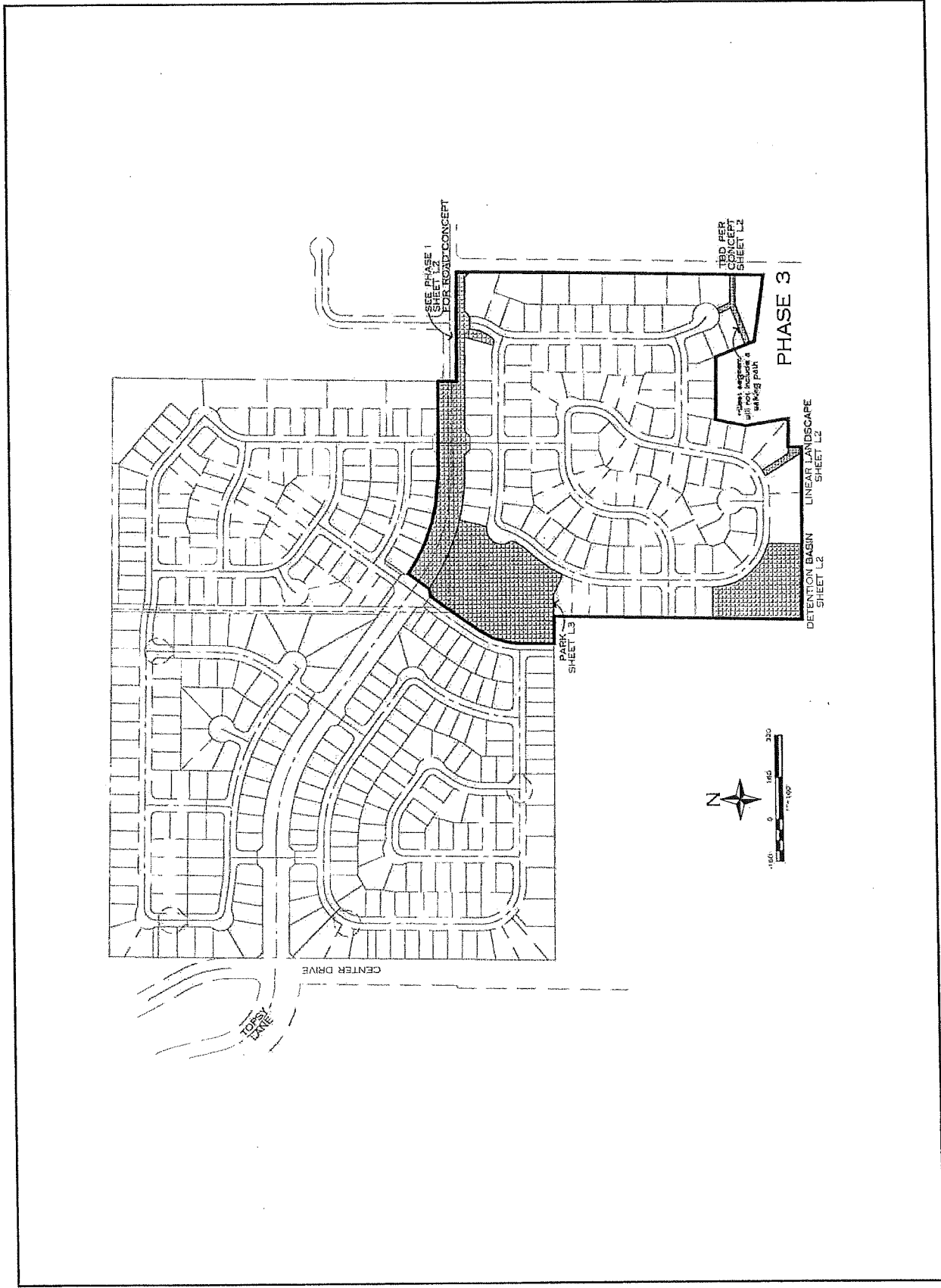


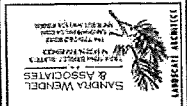
SCHULZ RANCH
IMPROVEMENT PLANS
PHASE 3 - LANDSCAPE OVERVIEW

REVISION _____

DATE: SEPTEMBER 2014
 SCALE: 1" = 100'
 DRAWN: _____
 CHECKED: _____
 BY: _____
 SW: _____

DRAWING TITLE: OVERVIEW
 SHEET: L1
 OF 3 SHEETS

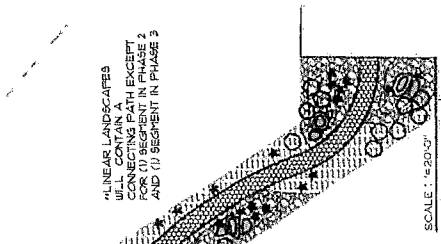
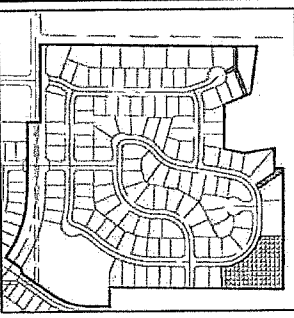




**SCHULZ RANCH
IMPROVEMENT PLANS
PHASE 3 - DETENTION & PATH CONCEPTS**

REVISION	DATE	SCALE	DRAWN	CHECKED	BY
	SEPTEMBER 2014				

DRAWING TITLE
DETENTION & PATH
SHEET: L2
OF 3 SHEETS

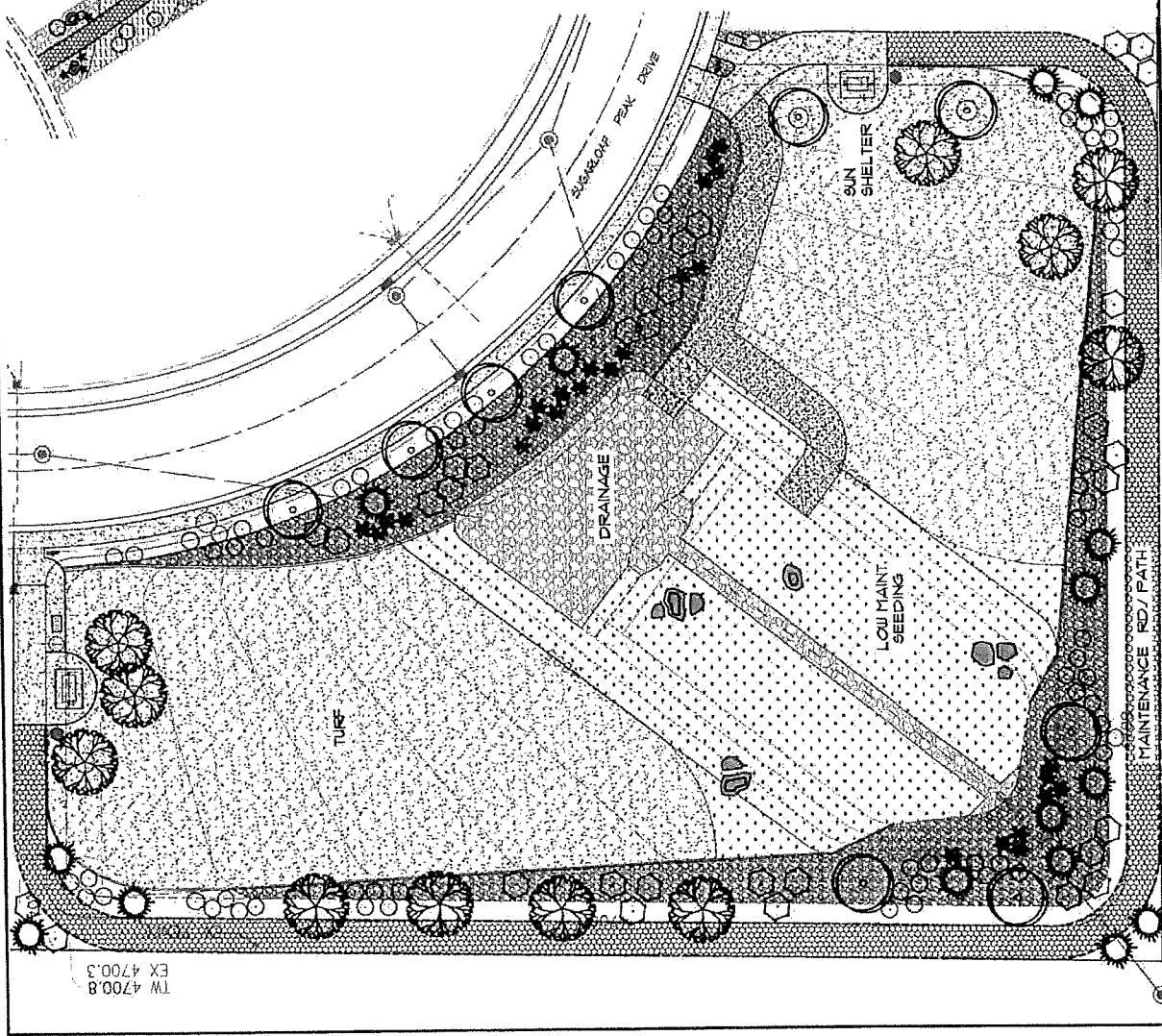


LINEAR LANDSCAPE CONCEPT

- NATIVE SHRUBS 1
- NATIVE SHRUBS 2

DETENTION BASIN CONCEPT

- EMERGENT TREES
- CANOPY DECIDUOUS TREES
- ORNAMENTAL DECIDUOUS TREES
- VINES
- MEDIUM SIZE SHRUBS 50-60'S
- LARGE SHRUBS



TW 4700.8
EX 4700.3



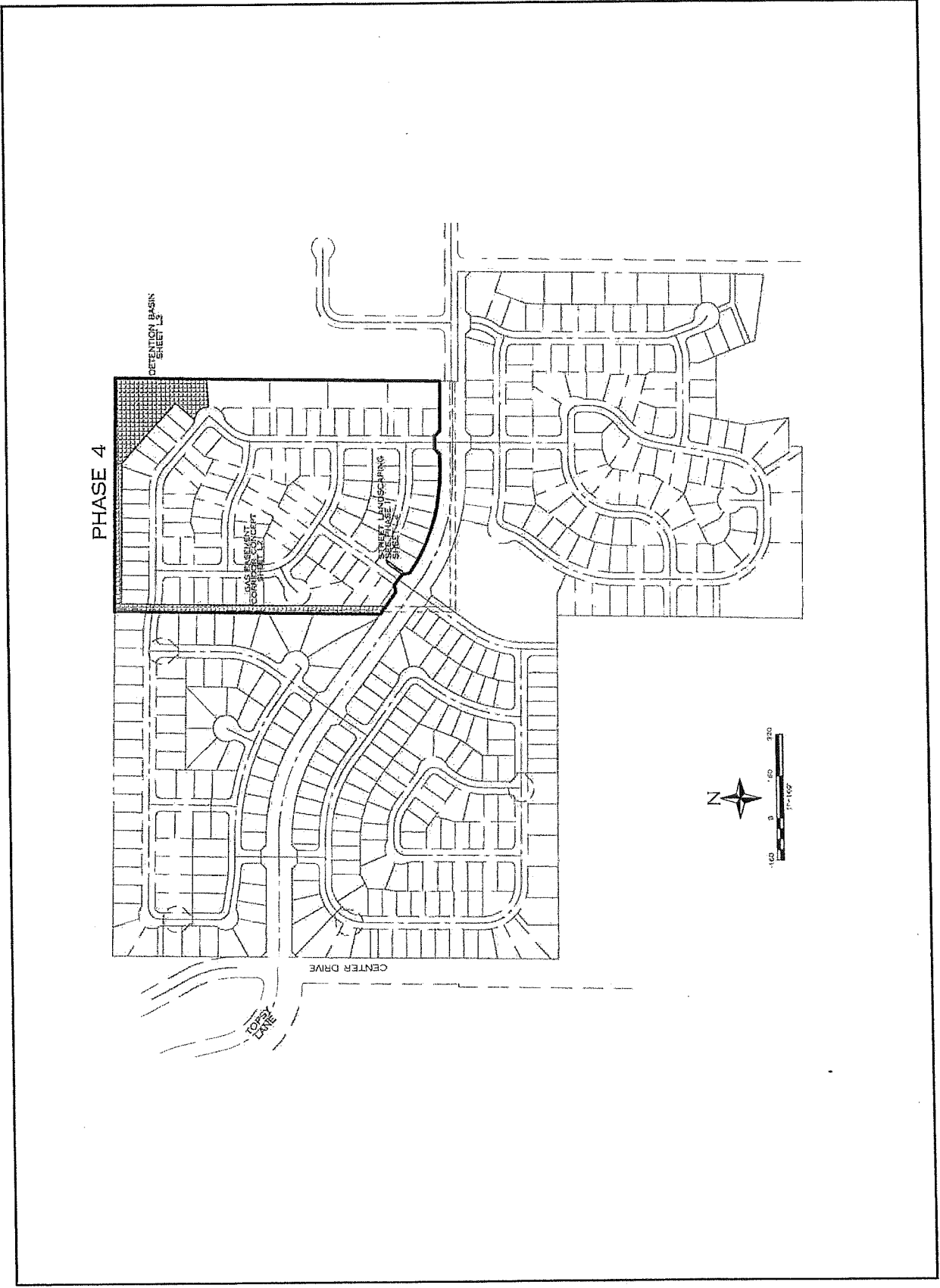


SCHULZ RANCH
IMPROVEMENT PLANS
PHASE 4 - LANDSCAPE OVERVIEW

REVISION

DATE: SEPTEMBER 2014
SCALE: 1" = 150'
DRAWN: [Signature]
CHECKED: [Signature]
BY: [Signature]

DRAWING TITLE: OVERVIEW
SHEET: 17
OF 17 SHEETS



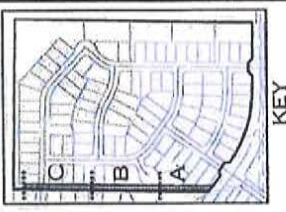


SCHULZ RANCH
IMPROVEMENT PLANS
PHASE 4 - GAS EASEMENT CONCEPTS

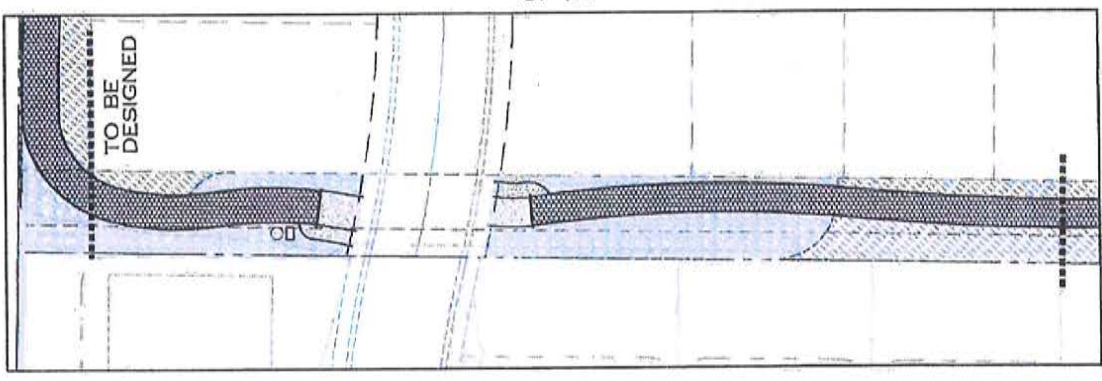
REVISION

DATE: SEPTEMBER 2014
SCALE: 1" = 20'
DRAWN: [blank]
CHECKED: [blank]
BY: [blank]

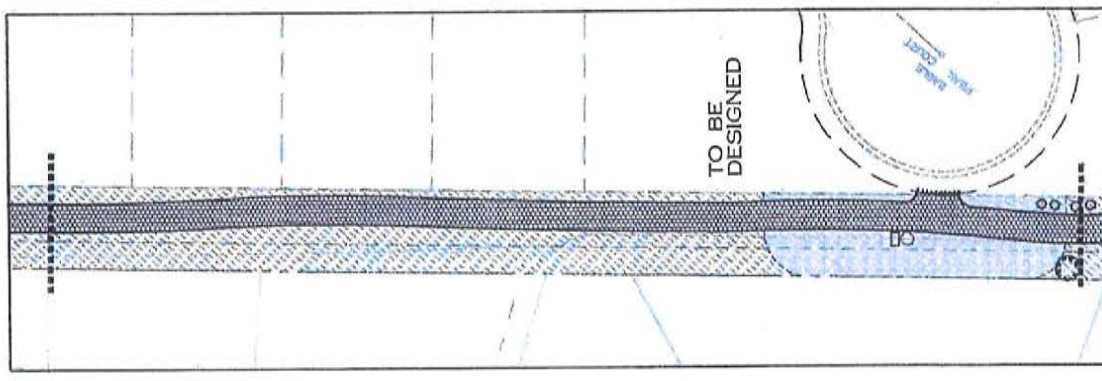
DRAWING TITLE: LANDSCAPE D C
SHEET: L2
OF 3 SHEETS



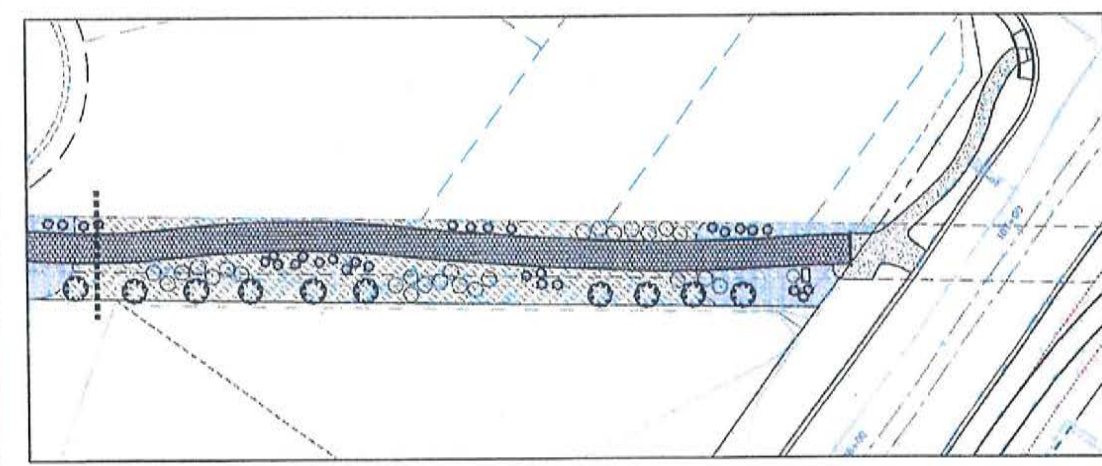
- CONCEPT PLANT SCHEDULE
- LARGE TREE SHRUBS (represented by a large tree symbol)
 - MEDIUM SHRUBS (represented by a medium tree symbol)
 - SMALL SHRUBS/MINUTE GRASSES (represented by a small tree symbol)



C



B



A

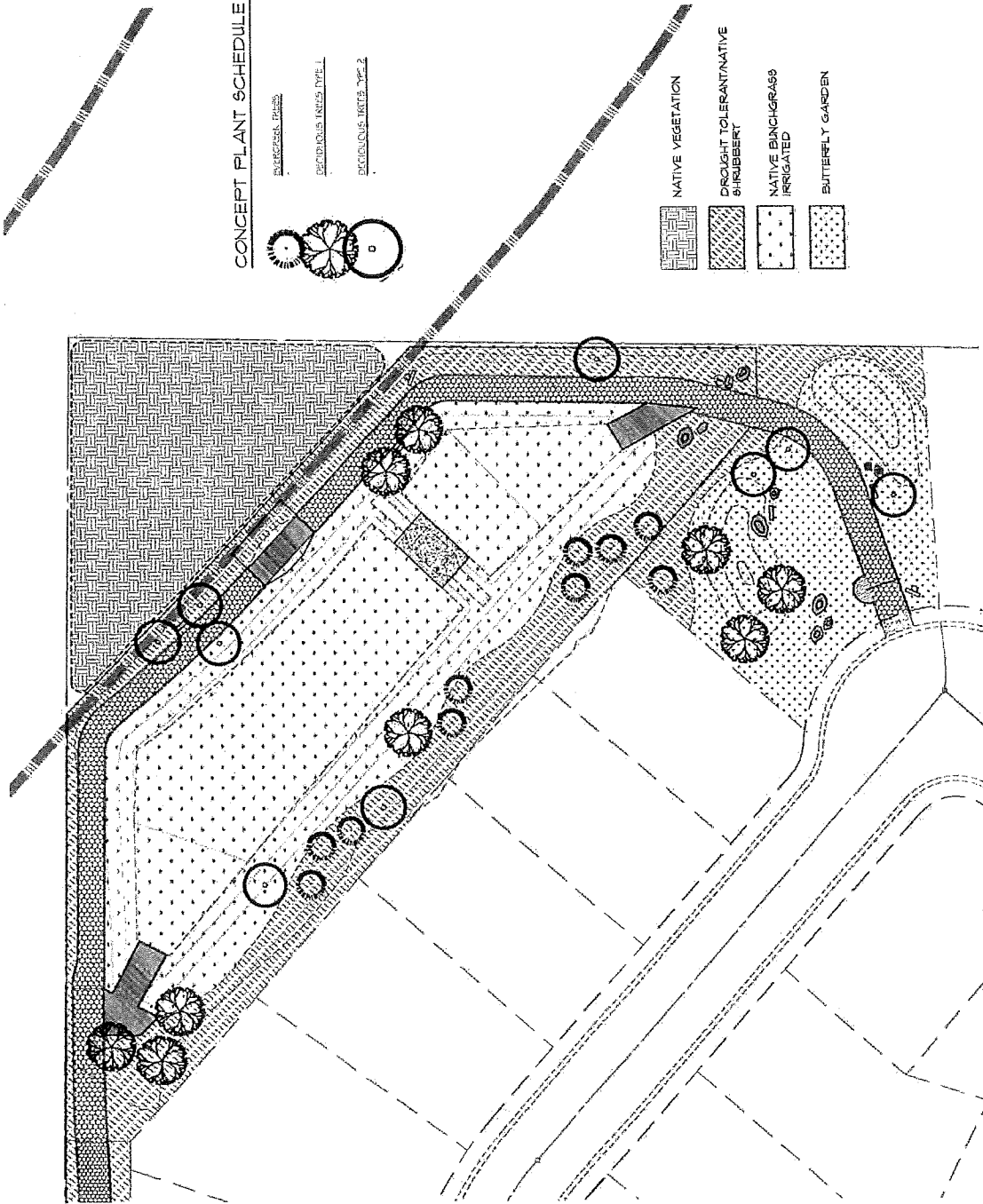
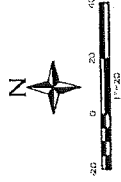
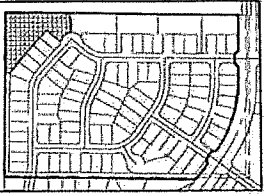


**SCHULZ RANCH
IMPROVEMENT PLANS
PHASE 4 - NORTH DETENTION CONCEPT**

REVISION

DATE: SEPTEMBER 2011
 SCALE: 1" = 20'
 DRAWN: SW
 CHECKED: SW

DRAWING TITLE: NORTH DETENTION CONCEPT
 SHEET: L3
 OF 3 SHEETS



CONCEPT PLANT SCHEDULE

- DECIDUOUS TREES TYPE 1
- DECIDUOUS TREES TYPE 2
- NATIVE VEGETATION
- DROUGHT TOLERANT NATIVE SHRUBBERY
- NATIVE BUNCHGRASS IRRIGATED
- BUTTERFLY GARDEN

- DECIDUOUS TREES TYPE 1
- DECIDUOUS TREES TYPE 2

EXHIBIT D
TO PETITION

FORM OF MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT

[See following pages.]

APN: _____

Escrow No. _____

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

WHEN RECORDED, MAIL TO:

**SCHULZ RANCH MAINTENANCE DISTRICT
DEVELOPMENT AGREEMENT**

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

RECITALS:

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

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

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

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

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

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

3. **Duration of Agreement.** The term of this Agreement begins upon the execution of this Agreement by the last Party, and terminates automatically on the last Maintenance Turnover Date (below defined), unless the Agreement is sooner terminated under NRS 278.0205 or the provisions of this Agreement, and except as to provisions herein that expressly survive termination (“Termination Date”). No further action by any Party is necessary to terminate this Agreement on the Termination Date under this **Section 3.**

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

5. **Improvements; Construction Schedule.** The improvements subject to this Agreement are identified on **Exhibit C** (each, an “Improvement,” and collectively, the “Improvements”). 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 D.** 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.**

6.1. On and after completion of Improvements on a particular portion of Maintenance District Property, Developer shall cause such Maintenance District Property to be maintained diligently and in good repair until the first to occur of: (a) the date that is two (2) years following completion of the installation or construction of the Improvements; and (b) the date that

maintenance of such Improvements is assumed by Carson City. As to each such Improvements, the foregoing date is referred to herein as a "Maintenance Turnover Date." As used in this **Section 6.1**, the term "completion" means the date the applicable Improvements have undergone a final inspection and have received approval (except for non-material punch-list items) by the governmental authority having jurisdiction and responsibility with respect to such inspection and approval (and before formal acceptance of such Improvements by Carson City by recordation of its acceptance in the Official Records or other means customarily used by Carson City to evidence such acceptance). On and after each Maintenance Turnover Date, Carson City shall: (i) accept for dedication the Improvements subject to the Maintenance Turnover Date, (ii) maintain such Maintenance District Property, diligently, in good repair, in accordance with applicable law, and at least in as good a condition as existing as of the Maintenance Turnover Date for the Improvements; and (iii) commence, and thereafter administer, the imposition and collection of the Assessment on the Assessed Property in connection with such Maintenance District Property. Carson City agrees to not unreasonably withhold, delay or condition any inspection or approval necessary to achieve Maintenance Turnover Date(s). The terms of this **Section 6.1** survive each Maintenance Turnover Date as to the applicable Improvements.

6.2. Notwithstanding anything to the contrary in this Agreement, until such time as the Maintenance Turnover Date has occurred for Improvements on a particular portion of Maintenance District Property (i.e., Developer still responsible for maintenance of such Improvements), Developer is exempt and excused from paying that portion of the Assessment Amount for any Lot owned in fee simple by Developer that is attributable to such Improvements, as reasonably determined by Developer and Carson City.

7. **Warranty.** Upon the installation or construction of the Improvements on a particular portion of Maintenance District Property have achieved completion (as that term is defined in **Section 6.1**), Developer warrants satisfactory completion of such Improvements installed or constructed upon the Maintenance District Property to which such Improvements relate. Until the Maintenance Turnover Date for the Improvements subject to the same, Developer will promptly cause to be replaced or otherwise corrected any and all work found to be defective or not in accordance with the Development Approvals, the Petition or the CCMC. Carson City shall give written notice of said defective or nonconforming work to the Developer property after discovery of the condition.

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

damages, expenses, or costs (including without limitation costs and fees of litigation) of any nature arising from or related to negligent, reckless, knowing, intentional or willful conduct or actions of Carson City or its officers, representatives, employees, agents or independent contractors. This provision does not prevent Carson City from joining in as a party or obtaining a settlement in any suit against a developer, contractor or subcontractor for improper or defective materials, installation or design of any Improvement dedicated to Carson City. The terms of this **Section 8** survive each Maintenance Turnover Date as to the Improvements subject to the same for a period of two (2) years.

9. **Dedication for Public Use.** Pursuant to CCMC 17.18.050(2)(m)(1), the Maintenance District Property as described on each Subdivision Map is hereby dedicated to Carson City, and the same shall be open and available for public use and access. Developer shall cause each Subdivision Map to contain a note substantially similar to the following: *Pursuant to CCMC 17.18.050, the Maintenance District Property described hereon is hereby dedicated to Carson City and shall be open and available for public use and access.* The Parties acknowledge that the Maintenance District Property relating to and shown on the Final Map for Schulz Ranch Subdivision – Phase 1, recorded August 11, 2014 in the Official Records, Carson City, Nevada, as File No. 446516, is as follows: The right-of way commonly known as Race Track Road (±9.52 acres), and Common Area A and Common Area B (together, ±5.927 acres), together with the Improvements to be installed and constructed thereon.

10. **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 the Maintenance Turnover Date, 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 10** survive the expiration or termination of this Agreement.

11. **CCMC 15.60-Residential Construction Tax.** [NEED TO ADDRESS THE OFFSET TO THE RESIDENTIAL CONSTRUCTION TAX AS PROVIDED IN CCMC 15.60.090]

12. **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

Attn: _____

Tel.: _____

Fax: _____

With a copy to:

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

Attn: _____

Tel.: (775) 887-2070

Fax: (775) 887-2129

13. 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.

14. **Miscellaneous.**

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

14.2. 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.

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

termination, a statement evidencing said completion or revocation signed by Carson City and Developer shall be recorded in the official records of Carson City.

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

14.5. Invalidity. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the development rights set forth in this Agreement are essential elements of this Agreement and Developer would not have entered into this Agreement but for such provisions, and therefore in the event such revisions are determined to be invalid, void or unenforceable, this entire Agreement shall be terminable by Developer.

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

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

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

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

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

14.11. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this

Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land.

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

14.13. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Property is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement.

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

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

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

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

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

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

DEVELOPER:

SCHULZ RANCH, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

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

By: _____
Name: _____
Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF _____)

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

CARSON CITY:

CARSON CITY,
a consolidated municipality

By: _____
Name: _____
Its: _____

Approved as to form:

CARSON CITY DISTRICT ATTORNEY

By: _____
Name: _____
Its: _____

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
) ss.
COUNTY OF _____)

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

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
) ss.
COUNTY OF _____)

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

Notary Public
My Commission Expires: _____

EXHIBIT A
TO DEVELOPMENT AGREEMENT

PROPERTY

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 and all dedicated roadways as shown on the Final Map for SCHULZ RANCH SUBDIVISION – PHASE1, recorded August 11, 2014 in Book 10, Page 2821 as File No. 446516, Parcel 3A and Parcel 3B as shown on the 3rd Parcel Map for SCHULZ RANCH DEVELOPERS, LLC recorded August 3, 2007 in Book 10, Page 2663 as File No. 370575, Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as shown on the 4th Parcel Map for SCHULZ RANCH DEVELOPERS, LLC, recorded August 21, 2007 in Book 10, Page 2666 as File No. 371192 and Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as shown on the 5th Parcel Map for SCHULZ RANCH DEVELOPERS, LLC recorded August 21, 2007 in Book 10, Page 2667 as File No. 371193 all in the Official Records of Carson City, Nevada.

DEVELOPER 2 PROPERTY

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

EXHIBIT B
TO DEVELOPMENT AGREEMENT

FORM OF NOTICE OF MAINTENANCE DISTRICT ASSESSMENT

APN: _____

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

WHEN RECORDED, MAIL TO:

NOTICE OF MAINTENANCE DISTRICT ASSESSMENT

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

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

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

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

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

DATED: this ____ day of _____, 20__.

STATE OF NEVADA)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2014, by
_____.

Notary Public
My Commission Expires: _____

EXHIBIT A
TO NOTICE OF MAINTENANCE DISTRICT ASSESSMENT

Legal Description

EXHIBIT C
TO DEVELOPMENT AGREEMENT

IMPROVEMENTS

Schulz Ranch Phase 1 Improvements

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

Schulz Ranch Phase 2 Improvements

(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

Schulz Ranch Phase 3 Improvements

PARK LANDSCAPE

Description	Unit	Quantity
Mobilization	LS	1
Min. 6' Evergreens	EA	18
2" Caliper Trees	EA	45
5 Gallon Shrubs	EA	275
1 Gallon Shrubs	EA	100
30" Speciman Shrub	EA	2
Soil for Mounds	CY	342
Decomposed Granite Mulch	CY	211
Sod Lawn	SF	92,193
Mow Curb	LF	785
Rubber Edging	LF	570
Basketball Hoops, etc.	EA	2
Removable Entry Bollards	EA	5
Monument Sign	EA	1
Park Regulation Sign	EA	3
Trash Container	EA	6
Bike Rack	EA	1
Bench	EA	4
Drinking Fountain on Restroom	EA	1
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
Lighting?		

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

Schulz Ranch Phase 4 Improvements

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

EXHIBIT D
TO DEVELOPMENT AGREEMENT

CONSTRUCTION SCHEDULE

Schulz Ranch LMD Construction Schedule

Year	Phase	# of Lots	LMD Improvements
2015-16	1	100	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	109	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 with the 210th residential lot

EXHIBIT E
TO PETITION

DEVELOPMENT STANDARDS REQUIREMENTS

[See following pages.]

Schulz Ranch Phase 1 Development Standards Requirements

LANDSCAPE

Description	Unit	Quantity
Mobilization	LS	1
Large Boulders	EA	18
Medium Boulders	EA	20
Small Boulders	EA	14
6' Ht. Pines	EA	4
6' Ht. Juniper	EA	13
2" 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

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

Schulz Ranch Phase 3 Development Standards Requirements

PARK LANDSCAPE

Description	Unit	Quantity
Mobilization	LS	1
Min. 6' Evergreens	EA	18
2" Caliper Trees	EA	45
5 Gallon Shrubs	EA	275
1 Gallon Shrubs	EA	100
30" Speciman Shrub	EA	2
Soil for Mounds	CY	342
Decomposed Granite Mulch	CY	211
Sod Lawn	SF	92,193
Mow Curb	LF	785
Rubber Edging	LF	570
Basketball Hoops, etc.	EA	2
Removable Entry Bollards	EA	5
Monument Sign	EA	1
Park Regulation Sign	EA	3
Trash Container	EA	6
Bike Rack	EA	1
Bench	EA	4
Drinking Fountain on Restroom	EA	1
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
Lighting?		

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

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

EXHIBIT F
TO PETITION

ALLOCATION PLAN

[See following pages.]

**SCHULZ RANCH
ALLOCATION PLAN**

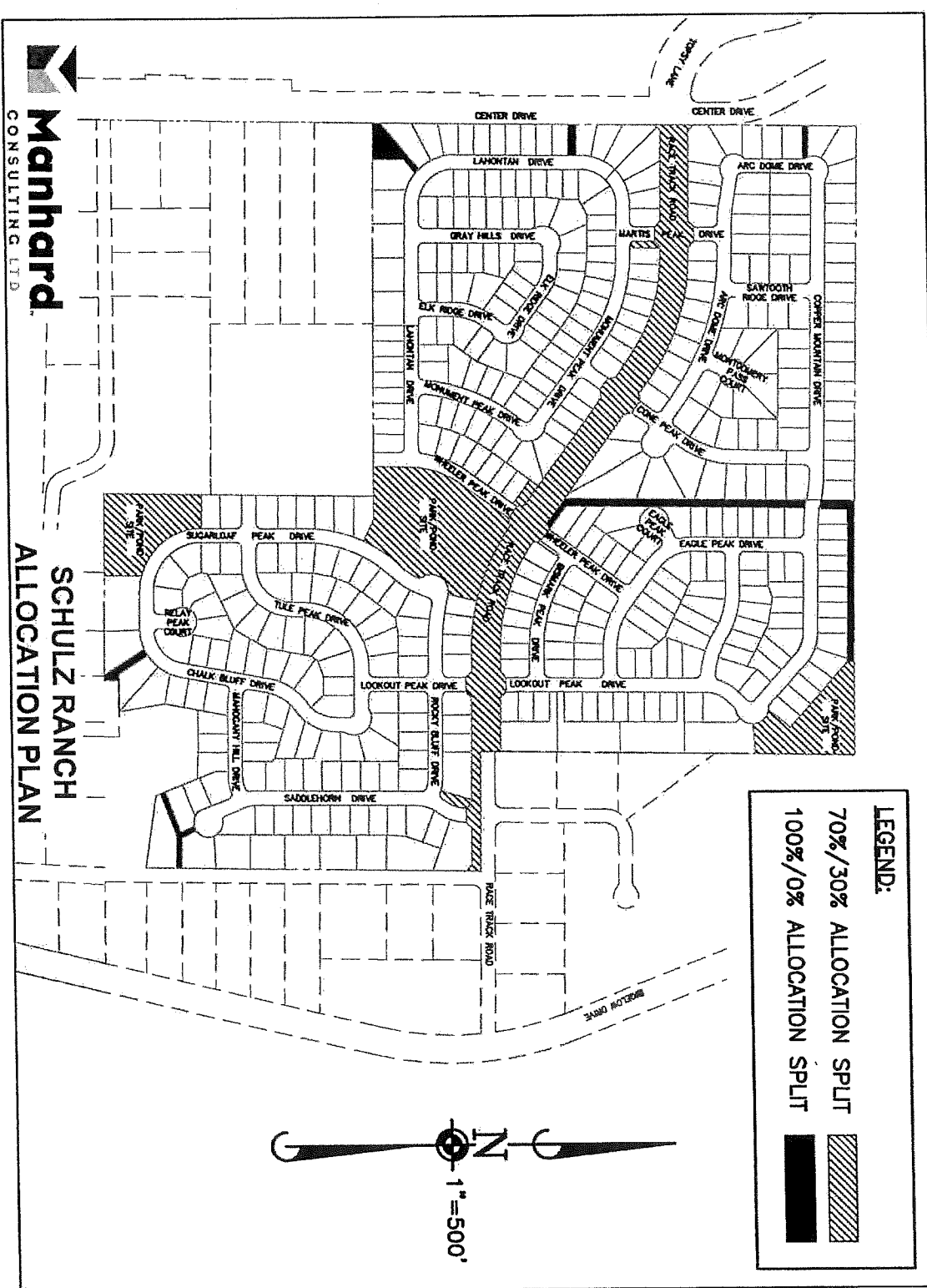


EXHIBIT G
TO PETITION

FINANCIAL PLAN

[See following pages.]

Schulz Ranch Financial Plan

MAINTENANCE COSTS

PHASE 1

Description	Unit	Quantity	Unit Cost	Total
Racetrack Road Landscaping	SF	67,694	\$ 0.30	\$ 20,308.20
Main Entry Monument	EA	1	\$	\$
Neighborhood Entry Monument	EA	5	\$	\$
Subtotal:				\$ 20,308.20

PHASE 2

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

PHASE 3

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

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

PHASE 3 CONTINUED						
Description	Unit	Quantity	Unit Cost	Total		
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	
Neighborhood Entry Monument	EA	3		\$	-	
	Subtotal:			\$	167,234.72	

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

Total: \$ 218,716.43

ALLOCATION BREAKDOWN

70% - 30%

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

100%

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

LMD ASSESSMENT TOTALS

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

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

Notes: Initial Annual Assessment of \$210.11 per lot
10% annual Assessment increases projected until Full Buildout
Annual Assessment at Full Buildout of \$372.22 per lot
Year 1 begins when Phase 1 landscape improvements are completed and assessments commence
Table assumes that development phases are completed every two years

EXHIBIT H
TO PETITION

MAINTENANCE PLAN

[See following pages.]

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.

Exhibit A

LANDSCAPE MAINTENANCE DISTRICT TIMELINE

Petition to Approval:

1. Petition submitted to Parks Director
2. Parks Director has **20** working days to determine compliance
3. Parks Director immediately forwards petition to City Directors for review & recommendation
4. Within **20** days City Directors forward recommendation to Parks Director
5. Parks Director forwards petition and City Director's recommendation to PRC
6. Within **40** days PRC makes recommendation to Parks Director
7. Within **60** days Parks Director makes preliminary decision whether to approve or not and makes recommendation to the Board at the Board's next regularly scheduled meeting.

Total Maximum time: **140** days

Exhibit B

Roger Moellendorf

From: Susan Dorr Pansky
Sent: Monday, October 27, 2014 5:01 PM
To: Roger Moellendorf
Cc: Lee Plemel
Subject: Planning Comments on Schulz Ranch LMD

Importance: High

Hi Roger – please see the Community Development/Planning comments on the Schulz Ranch Landscape Maintenance District (LMD) outlined below:

1. Page numbers should be provided on the entire document before it goes to any of the public hearings for ease of reference.
2. How will subsequent phases beyond Phase 1 be handled as far as describing them in more detail for the benefit of the petition? For example, paragraph G in the petition specifically describes the areas of Phase 1 that have been recorded. This isn't yet possible for the future phases yet since those maps haven't recorded. Will the petition or development agreement be amended each time a map records to more accurately describe the common areas subject to the LMD?
3. The exhibits provided in Exhibit C-2 are hard to follow and some seem to be missing items as follows:
 - a. Phase 1 only has the landscape concept for the eastern half of Race Track Road and Common Area B. The western portion and Common Area A should also be added.
 - b. No landscape concepts have been provided to support Phase 2.
 - c. Is the linear landscape concept in Phase 3 supposed to represent all of the linear open space areas? If so, this should be clearly stated.
 - d. In Phase 4, the section of linear open space between Segment C and the northeast passive park has no landscape concept provided.
4. Is everyone comfortable with the timing of the assessment versus the timing of improvements, developer maintenance and turnover? From what I read in the agreement, the assessment won't start on any lot until the improvements are completed, and that the lots still owned by the developer at that time will be exempt from the assessment since they're still maintaining the lots. So that means that assessment will only apply to those lots that have been sold to people other than the developer and only after the improvements are done, right? I just want to make sure there isn't a gap between when CC takes over the maintenance and when the assessment collection actually starts.
5. Also, I'm not clear on how the assessment works as it relates to each phase. For example, if the landscape improvements are done in Phase 1 and all applicable lots are being assessed, what happens if a lot is sold in Phase 2 but none of the Phase 2 improvements are done? Does that mean that the Phase 2 lot won't be assessed until the Phase 2 improvements are done? Or does that mean that the Phase 2 lot that's been sold will be assessed based on the completed Phase 1 improvements?
6. How do you determine which lots are attributed to which open space areas in terms of the assessment? Or are all of the recorded lots subject to assessment in all areas and new landscape areas added (with additional assessment) over time?
7. On the Notice of Maintenance District Assessment (Exhibit B to Development Agreement), I believe that the notice should be revised to contain information on the manner in which the assessment will be collected.
8. A full set of landscape plans approved by the Parks Department with the LMD shall be provided to the Planning Division to be used as an overall master when comparing landscape plans that come in for approval of individual phases under the improvement permit process.
9. The landscape plans for the individual subdivision phases shall match those approved as a part of the LMD.

Thanks and let me know if you have any questions.

Susan Dorr Pansky, AICP
Planning Manager
Carson City Community Development, Planning Division
108 E. Proctor Street
Carson City, NV 89701
Phone: 775.283.7076
Fax: 775.887.2278
spansky@carson.org
www.carson.org/planning