



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: October 19, 2017

Staff Contact: Lee Plemel, Community Development Director

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

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

Agenda Action: Ordinance - First Reading

Time Requested: 60 minutes

Proposed Motion

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

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

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

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

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

Background/Issues & Analysis

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

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

Staff and the Developer have prepared the Development Agreement consistent with prior Board of Supervisors approvals of the Lompa Ranch North Specific Plan and the Phase 1 Tentative Subdivision Map conditions of approval. Key elements of the agreement include provisions for:

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

A phasing plan summary is attached for reference. It incorporates a phasing overview consistent with prior Board of Supervisors approval for the Lompa Ranch North Specific Plan and Phase 1 Tentative Subdivision Map conditions of approval. Information regarding the associated detailed studies and reports are available in the applicable project files. The Notice of Decision for the first phase Tentative Subdivision Map, approved by the Board of Supervisors on March 16, 2017, is also attached for reference. Conditions of approval numbers 40-62 address the Board of Supervisor's conditions of approval applicable to the phasing plan.

In addition to the previously approved provisions for the Developer to offer a school site to the School District, the Developer has included provisions in the development agreement to provide for a mitigation fee of \$1,000 per dwelling unit and other specific provisions to help offset the cost of land purchase and school construction. (Refer to the development agreement section 2.5 Schools.) This fee is separate from and above other fees and requirements agreed to by the Developer or required by the City. The Carson City School Board reviewed and approved the proposed verbiage regarding the school site on October 10, 2017.

Contact Lee Plemel at lplemel@carson.org or 283-7075 if you have questions regarding this item.

Attachments:

- 1) Ordinance
- 2) Development Agreement
- 3) Phasing Plan Summary
- 4) TSM-17-005 Phase 1 Tentative Subdivision Map Notice of Decision.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC 17.08 (Development Agreements) and NRS 278.0201.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: N/A

Is it currently budgeted? Yes No

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

Alternatives

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

Board Action Taken:

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

(Vote Recorded By)

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

BILL NO. ____

ORDINANCE NO. 2017-____

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

The Board of Supervisors of Carson City do ordain:

SECTION I:

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

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

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

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

Road and Fifth Street, Carson City Nevada, said agreement being attached and incorporated herein as Exhibit "1".

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

PROPOSED on _____, 2017.

PROPOSED BY Supervisor _____

PASSED _____, 2017.

VOTE:

AYES:

NAYS:

ABSENT:

ROBERT L. CROWELL, Mayor

ATTEST:

SUSAN MERRIWETHER, Clerk-Recorder

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

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

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

Carson City Community Development Department
c/o Lee Plemel, Community Development Director
108 E. Proctor Street
Carson City, NV 89701

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

DEVELOPMENT AGREEMENT

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

WHEREAS, the City is authorized, pursuant to Nevada Revised Statutes (“**NRS**”) Chapter
278 and the provisions of the Carson City Municipal Code to enter into an agreement with any
person having a legal or equitable interest in land concerning the development of that land; and

WHEREAS, it is deemed that the execution of this Agreement is both necessary and in the best interest of the City;

NOW, THEREFORE, in consideration of the aforesaid premises, and for good and valuable consideration and the mutual covenants, conditions and promised herein contained, the Parties mutually agree as follows:

TERM OF AGREEMENT

This Agreement shall be effective upon the date that a fully executed original of this Agreement is recorded in the Carson City Clerk-Recorder's office ("Effective Date"). Pursuant to this Agreement, Developer agrees that the development of the Plan Area must be diligently pursued. Developer further agrees that unless an extension of time is granted by the City, the approvals referenced herein below shall expire if construction of site improvements as described in Section II of this Agreement have not commenced by March 16, 2021. If construction of such site improvements have commenced by March 16, 2021, this Agreement shall automatically extend indefinitely and remain in full force and effect unless terminated or amended by mutual agreement of the City and Developer, or their successors or assigns, in such manner as provided in this Agreement, for the portions of the property for which the termination or amendment of this Agreement is applicable.

RECITALS

1. The Plan Area comprises 251.31 acres of real property, more or less, owned by Developer and located in Carson City, Nevada, and is more particularly described in the document attached herewith as Exhibit "A," which is incorporated herein by this reference. Developer intends to develop the Plan Area as a mixed-use community ("Project") in different stages (each separate stage a particular "Phase") with one or more other developers anticipated to develop each Phase (each a "Phase Developer"), subject to amendment from time to time, but at all times consistent with all ordinances, codes, rules, regulations and official policies of the City, legally adopted in accordance with all applicable laws which govern the Project, including, without limitation, the

applicable provisions of NRS and the Carson City Municipal Code (“CCMC”), the terms and provisions of this Agreement and the Plan Area development handbook (“**Handbook**”), all of which together set forth the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, the provisions for reservation or dedication of land for public purposes, the phasing or timing of development and the standards for design, improvements, and construction (collectively, the “**Existing Rules**”).

2. On March 17, 2016 the City, acting by and through the Carson City Board of Supervisors (“**Board**”), adopted the Handbook which sets forth policies, conditions and guidelines to provide a general framework for incorporating the following uses within the Plan Area: “Single-Family—6,000 square feet (SF6),” “Multi-Family Duplex (MFD),” “Multi-Family Apartments (MFA),” “Neighborhood Business (NB)” and “General Commercial (GC),” as these uses are described in Title 18 of CCMC.

3. On April 21, 2016, Ordinance No. 2016-6, Bill No. 105 was recorded as Document No. 463802 (“**Zoning Map Ordinance**”), effectuating a Zoning Map Amendment for the Plan Area for the following uses: “Single-Family 6,000 (SF6),” “Multi-Family Duplex (MFD),” “Multi-Family Apartment (MFA),” “Neighborhood Business (NB)” and “General Commercial (GC),” as these uses are described in Title 18 of CCMC. The Zoning Map Ordinance is incorporated herein by this reference.

4. On March 16, 2017, the Board approved a tentative map application, marked as TSM-17-005, for the development of One Hundred and Eighty-Nine (189) single-family detached units (“**PHASE 1**”) for development within a portion of the Plan Area, specifically on that parcel designated APN 010-041-70. The Notice of Decision, concurrently approved by the Board on March 16, 2017, reflects the approval of the Tentative Subdivision Map and establishes enumerated conditions of approval imposed upon Developer (“**Conditions of Approval**”). The Notice of Decision and the Conditions of Approval are incorporated herein by this reference.

5. Developer and the City believe and hereby agree that it is mutually beneficial to enter into a development agreement pursuant to NRS 278.0201 to 278.0207, inclusive, and CCMC for

ensuring the development of the Project in accordance with this Agreement, the Existing Rules and all development approvals issued by the City as of the Effective Date of this Agreement, including, without limitation, the aforementioned Conditions of Approval, Handbook, Zoning Map Ordinance and this Agreement (collectively, the “**Existing Approvals**”).

6. Developer and the City hereinafter intend to have the provisions of this Agreement govern the development activities of the Project and all Phases in the Plan Area.

I.

PROJECT CHARACTERISTICS

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

PHASE 1 of the Project is a single-family residential development within the “Single-Family—6,000 (SF6)” zoning designation together with all of the uses accessory and customarily incidental to this zoned use.

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

II.

ADMINISTRATION OF THE PROJECT

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

2.1 PHASING. Developer and the City agree that this Agreement must be fully executed before the issuance of any construction permits within the Plan Area. The Project and the Plan Area

will be developed in phases and in accordance with Chapter 4 of the Handbook, captioned as “Phasing Plan” (“**Phasing Plan**”). The Phasing Plan is a summary of conditions and obligations of Developer, the provisions of which, as they exist on the Effective Date of this Agreement, are hereby incorporated by reference to supersede and replace Chapter 4 of the Handbook.

The Phasing Plan is based upon and summarizes the provisions set forth in the following documents (“**Phasing Plan Documents**”), prepared by or for Developer and which were submitted to the City:

- A. LRN – Development & Infrastructure Phasing Plan, dated December 23, 2016 and received by the City on January 3, 2017;
- B. Supplement to LRN – Development & Infrastructure Phasing Plan, dated January 21, 2017 and received by the City on January 23, 2017;
- C. LRN - Development & Infrastructure Phasing Plan, dated March 15, 2017 and received by the City on March 20, 2017;
- D. LRN – Development & Infrastructure Phasing Plan, dated May 23, 2017 and received by the City on May 30, 2017;
- E. Drainage Master Plan, dated January 11, 2017 and received by the City on January 13, 2017;
- F. Drainage Master Plan: Addendum, dated January 23, 2017 and received by the City on January 23, 2017;
- G. Drainage Master Plan, dated March 1, 2017 and received by the City on March 20, 2017;
- H. Drainage Master Plan, dated June 1, 2017 and received by the City on June 2, 2017;
- I. LRN – Water Feasibility Study, dated March 15, 2017 and received by the City on March 20, 2017;
- J. LRN – Water Feasibility Study, dated May 30, 2017 and received by the City on May 23, 2017;

- K. Traffic Impact Study, dated January 3, 2017 and received by the City on January 13, 2017;
- L. Traffic Impact Study, dated January 20, 2017 and received by the City on January 23, 2017;
- M. Traffic Impact Study, dated March 9, 2017 and received by the City on March 16, 2017;
- N. Traffic Impact Study, dated March 9, 2017 and received by the City on June 5, 2017;
- O. LRN – Sanitary Sewer Feasibility Study, dated January 11, 2017 and received by the City on January 13, 2017;
- P. LRN – Sanitary Sewer Feasibility Study, dated March 15, 2017 and received by the City on March 20, 2017;
- Q. LRN – Sanitary Sewer Feasibility Study, dated May 23, 2017 and received by the City on May 30, 2017;
- R. Preliminary Geotech Report, dated October 2016 and received by the City on January 13, 2017; and
- S. Aquatic Resources Delineation Report, dated October 2016 and received by the City on January 13, 2017.

These aforementioned Phasing Plan Documents are hereby incorporated by this reference. The Phasing Plan, together with the Phasing Plan Documents, set forth detailed provisions relating to the Project and the Plan Area for a coordinated approach to infrastructure and the timing of improvements, including, without limitation, the timing of specific on-site and off-site improvements for parks and trails, sanitary sewer service, water service, storm water management and roadways. Developer understands and hereby expressly agrees that the Phasing Plan: (1) is an integral part of the Handbook; (2) is exclusively particular to the Project; (3) shall not be superseded, amended or modified by the terms of this Agreement; and (4) except for minor revisions approved in the discretion of the City's staff, may only be amended or modified upon amendment or modification of the Handbook.

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

2.2 FINAL MAP FINANCIAL ASSURANCES. The approval of each anticipated final map of the Project and the Plan Area shall require: (1) a performance bond or other form of security that is authorized by CCMC and approved by the Board to ensure completion of all or any portion of the public improvements associated with said final map equal to one hundred and fifty percent (150%) of the engineer's approved cost estimate; (2) an appraisal of any land to be dedicated to the City, prepared by a Member of the Appraisal Institute ("MAI appraiser"); and (3) a title report and a policy of title insurance issued by a person authorized to issue title insurance under NRS Chapter 692A. Developer, at its discretion and option and except as otherwise provided in this Agreement, may install any such public improvements associated with any final map prior to the map's recordation in lieu of posting such security. Improvements associated with any Conditional Letter of Map Revision from the Federal Emergency Management Agency of the U.S. Department of Homeland Security as described in the Phasing Plan must be constructed in conjunction with the first construction permits and may not be secured for in lieu of construction. Any assurance provided shall be periodically reduced in accordance with City approval such that the entire assurance will be exonerated on final completion of improvement construction, except for a ten percent (10%) retention in accordance with CCMC 17.11.015.

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

2.4 FIRE PROTECTION AND MITIGATION FEES. The Carson City Fire Department currently services the Lompa Ranch North area from Fire Station #51 located on Stewart Street in Carson City. As development occurs within the Project boundary and surrounding areas, an additional facility and additional equipment may be needed to ensure adequate levels of service as a result of the new development. In accordance with this purpose, the following standards are established for the Plan Area and incorporated herein to this Agreement:

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

B. The Carson City Fire Department has the ability to condition projects to ensure adequate levels of service are maintained for the Plan Area. Such conditions include, without limitation, requiring fire sprinklers for new homes including the use of fire resistant building materials, upgrading existing equipment or purchasing new equipment and making other improvements.

C. To assist in funding new fire facilities within the area, including a fire station, upgrades to existing equipment or the purchase of new equipment, Phase Developers within the Plan Area shall work with the Carson City Fire Department to participate in a program to be implemented by the City which will provide for funds, to be paid at time of building permit, that are dedicated to fire improvements. In the absence of a City-wide impact fee program at the time of building permit submittal for improvements to be constructed in the Plan Area, each Phase Developer shall pay the City:

i. \$1000 per dwelling unit in single-family or multi-family residential development.

ii. \$1 per square foot of business, industrial, commercial or lodging facilities.

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

D. In lieu of and as an alternative to the fire fee, it may be possible for Phase Developers within the Plan Area to work with the Carson City Fire Department to determine if other mitigation measures are available. Such measures may include, without limitation, the provision by Phase Developers of improvements such as paving and utility extensions and the construction of new facilities. The cost of any such improvements shall be credited back to any applicable fire fee. This alternative shall be reviewed on a case-by-case basis dependent on the current needs and demands of the Carson City Fire Department.

E. Except as otherwise provided herein, this Agreement shall not exempt development in the Plan Area from any non-fire protection-related impact fee program adopted post-approval of this Agreement.

2.5 SCHOOLS. The following standards have been developed in conjunction with the Carson City School District ("CCSD"):

A. A new school site, a minimum of 10 acres in size ("school site") was reserved to meet future enrollment needs upon the adoption of the Handbook by the Board on March 17, 2016 ("School Reserve Date"). The school site is located on the west side of Interstate 580, central to the project site near the current terminus of Robinson Street. The site is generally depicted in the document attached herewith as Exhibit "B" which is incorporated herein by this reference.

B. The school site shall be made available to CCSD for purchase prior to the issuance of the 700th residential certificate of occupancy, but not later than June 30, 2019, subject to Developer acquiring the school site. The Developer shall provide written notice of availability and of compliance with the requirements of subparagraph C, below (the "Notice of Availability and of Compliance"), not later than June 30, 2019.

C. The Developer shall pay and be responsible for creating the 10 acre parcel that is to be conveyed to CCSD. Developer agrees to coordinate with the Phased Developers at no additional cost to CCSD to provide access and utilities necessary for the development of the 10 acre school site as the adjacent phases are constructed within the Plan Area.

D. All residential development within the Plan Area shall be required to provide and update at least annually by March 1 of each year, beginning March 1, 2018, estimated student enrollment projections to the CCSD for review.

E. The Developer shall work with the CCSD to participate in the School Facilities Master Plan Update process, provide information and respond to inquiries to ensure that needs identified within the Plan Area are addressed.

F. Upon receipt of the Notice of Availability and of Compliance, CCSD shall have three (3) years within which to give written notice of its intent to acquire the school site property ("**Notice of Intent to Acquire**"). Upon issuance of the Notice of Intent to Acquire, the Developer and CCSD shall:

i. Establish an escrow for the purchase of the school site property with Capital Title Company of Nevada or, if Capital Title Company of Nevada is no longer in existence, a mutually agreed upon title company ("**Escrow Agent**"), and close Escrow within 120 days from the opening of Escrow;

ii. Obtain a policy of title insurance in an amount of the Purchase Price of the school site, insuring that title to the school site is free and clear of all liens, claims, and encumbrances, subject only to real property taxes not yet due, and any easements, dedications, and other matters not affecting the use or development of the school site. Developer shall pay and be responsible for the cost of the standard owners title insurance policy, for the recording fees and transfer taxes, and all other reasonable costs necessary to convey title to the school site to CCSD;

iii. Convey title to the school site property by Grant Deed executed by the owner of the school site as Grantor, to CCSD as Grantee. The Purchase Price for the school site shall not exceed \$2,000,000, and shall be subject to appraisal by a Nevada MAI appraiser familiar with real property values in Carson City, and appraised as of the date of issuance of the Notice of Intent to Acquire. The Purchase Price shall be paid as follows:

(a) To assist in funding the acquisition, construction or expansion of school facilities within the Plan Area, at the time of building permit submittal, Phase Developers

within the Plan Area shall pay CCSD a school Donation Fee equal to \$1,000 per dwelling unit (each a “**Donation Fee**” and collectively the “**Donation Fees**”) in single-family or multi-family residential development for the purpose of acquiring the 10 acre school site within the Plan Area. Based upon Developer’s projections for the Plan Area, a total of \$1,850,000 will be raised from Donation Fees. Accordingly, in no event will the out-of-pocket cost to CCSD for the school site ever exceed \$150,000, or the difference between the appraised value of the school site (not to exceed \$2,000,000) and \$1,850,000, whichever is less. In the event the school site is appraised higher than \$2,000,000, Developer agrees to donate the increase in value to CCSD so the out-of-pocket cost is not more than \$150,000. Further, in no event will CCSD be responsible for a failure by any Phase Developer to pay the school Donation Fees.

(b) At the close of escrow, and on or before July 1 of each year thereafter from the close of escrow, the CCSD shall pay over to the Developer or its assignee the total of the Donation Fees it has received. No interest shall be charged by or paid to the Developer.

(c) At the end of ten (10) years from the School Reserve Date, the CCSD shall pay to the Developer or its assignee the amount of the out-of-pocket purchase price remaining to be paid, not exceeding \$150,000, and any collections of Donation Fees thereafter received by the CCSD from the Plan Area shall continue to be paid to Developer until such time that the Developer has been paid a total of \$2,000,000, inclusive of the \$150,000 paid by CCSD. Thereafter, all collections of the Donation Fee shall belong to CCSD.

(d) In the event that there is a change in the law such that a school impact fee is permitted to be assessed and collected, the Parties agree that the Phased Developers shall not be required to pay any more or permitted to pay any less than the Donation Fee provided for herein.

2.6 DEDICATION OF LAND IN LIEU OF RESIDENTIAL CONSTRUCTION TAX. The Parties agree that the City is authorized by Nevada law to either require a dedication of land for park and playground purposes pursuant to NRS 278.4979 or to impose a residential construction tax (“RCT”) pursuant to NRS 278.4983 and 278.4985 for the purpose of raising revenue to provide

neighborhood parks, facilities and the improvement of facilities, as these terms are defined in NRS 278.4983, that are necessary or desirable as the result of the Project, but the City may not require both dedication and collection of RCT. Pursuant to this understanding, Developer agrees to cooperate with the City and shall enter into one or more mutually acceptable agreements, separate from this Agreement, for the design, construction and eventual dedication to the City of lands for neighborhood parks along with the voluntary deposit by Developer of money that would otherwise have been collected as RCT into an escrow account managed by a person other than the City until such time the dedication of land is completed. In consideration of the receipt of such escrowed funds from Developer, the City agrees that it shall not collect RCT from Phase Developers on units from which the RCT would otherwise have been collected. The agreement required by this paragraph must include, at a minimum:

- A. A requirement establishing that Developer, at its sole expense, must design and construct, in accordance with the Existing Rules, any parks and related improvements, including, without limitation, related facilities, as set forth in the Handbook;
- B. Provisions for the concurrent collection of money from Developer in an amount that would otherwise have been collected as RCT in accordance with NRS Chapter 278 for deposit into an escrow account during the construction of improvements, including, without limitation, a defined methodology and accounting procedure for the withdrawal of such collected amounts by Developer, as the required improvements are being constructed, to offset the cost of said improvements, including the valuation of the land to be dedicated;
- C. Terms which allow for the posting by Developer of a performance bond or other security to assure the construction and dedication of the parks and related improvements and facilities; and
- D. Provisions for the dedication of the land upon the successful completion of all improvements.

Upon mutual consent, Developer and the City may enter into one or more separate agreements to establish separate escrow accounts for the construction and dedication of the park

improvements and facilities on the West Side of the Project, separate and apart from the park improvements and facilities on the East Side of the Project.

2.6.1 MAINTENANCE OF NEIGHBORHOOD PARKS AND PUBLIC AREAS WITHIN THE PLAN AREA. Developer shall establish a maintenance or similar association for the perpetual funding of costs and expenses associated with the maintenance and general upkeep of all neighborhood parks and public areas, including facilities and the improvement of facilities, as these terms are defined in NRS 278.4983, within the Project and Plan Area in accordance with the Existing Rules. Developer agrees such maintenance and general upkeep are intended to be an ongoing duty of Developer and any of its successors or assigns, and that these duties must be expressly stated in: (1) the covenants, conditions and restrictions that are created for the Project and Plan Area; and (2) a mutually acceptable maintenance agreement, separate from this Agreement, between Developer and the City. The maintenance agreement required by this paragraph must be fully executed by the Parties before Developer surrenders control of any maintenance or similar association as the declarant under the provisions of NRS Chapter 116 and must also include, at a minimum:

- A. Standards for maintenance, including, without limitation, standards for plant health, trails, mitigation of noxious and invasive weeds, litter control, park infrastructure, safety inspections and park equipment;
- B. Provisions for facilities and the improvement of facilities, infrastructure preservation and modifications to park lands; and
- C. Provisions for maintenance and general upkeep of all public areas within the Project and Plan Area.

2.6.2 SEPARATE ASSOCIATION. Nothing contained in this Agreement shall preclude the Developer from creating separate master associations for the West Side and the East Side of the Plan Area, each of which associations will manage, administer and be responsible for the development, financing, construction, maintenance and repair of the improvements and facilities situated in their respective portion of the Plan Area, as specified herein.

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

2.8 NON-PARTICIPATION BY ONE (1) OR MORE PARTY. If one or more Phase Developers does not comply with the terms of this Agreement, either voluntarily or by non-action, only the parcels owned by such Phase Developer shall be impacted by the Phase Developer's lack of compliance and all remaining Phases will continue to be subject to the Existing Approvals, as set forth herein. Developer and the City agree that so long as a Phase Developer performs all obligations under the Existing Approvals in accordance with the Existing Rules, as they relate to its respective Phase, that Phase Developer will not be prohibited from pulling building permits and developing its Phase regardless of the status of the other Phases.

III.

DEFAULTS, REMEDIES, TERMINATION

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

After notice and expiration of the thirty (30) day period, the non-defaulting Party to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. Following

notice of intention to terminate, the matter shall be scheduled for consideration and review by the City in a public hearing.

Following consideration of the facts and evidence presented in the public hearing, either Party alleging the default by the other Party may give written notice of termination of this Agreement to the other Party, provided that such termination shall be subject to the terms and conditions of paragraph 2.8 above.

Evidence of default may also arise in the course of periodic review of this Agreement. If either Party determines that the other Party is in default following the completion of the normal periodic review, said Party may give written notice of termination of this Agreement as set forth in this paragraph, specifying in the notice the alleged nature of the default, and potential actions to cure said default where appropriate. If the alleged default is not cured within sixty (60) days or within such longer period specified in the notice, or if the defaulting Party waives its right to cure such alleged default, this Agreement shall be deemed terminated, provided that such termination shall be subject to the terms and conditions of paragraph 2.8 above.

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

Notwithstanding any other provision of this Section and in the furtherance of facilitating a cooperative effort between the Parties for the successful completion of the Project and Plan Area in accordance with this Agreement, either Party may, at its sole discretion, extend the time to cure an alleged default without waiving any rights or remedies.

3.2 ENFORCED DELAY, EXTENSION OF TIME OF PERFORMANCE. In addition to the specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities not parties to this Agreement, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance. If written notice of such delay is given to the City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, as may be mutually agreed upon. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. The City shall not be held liable to Developer for consequential, exemplary, incidental, or punitive damages as a result of its failure to review or approve permits and entitlements in a timely manner. The City will not waive, and instead intends to assert, all available defenses under NRS Chapter 41 to limit liability as a political subdivision of the State of Nevada. Developer expressly agrees that the City is under no legal or equitable obligation to enter into this Agreement and that the City elects to be party to this Agreement as a discretionary act in furtherance of its governmental policies relating to the development of housing within Carson City.

IV.

RIGHT TO DEVELOP

4.1. Unless otherwise modified with this Agreement, or with future modifications to this Agreement, Developer agrees to develop the Project in compliance with the Existing Rules and Existing Approvals. The City agrees that Developer has an entitlement for the development of the

Project in accordance with, and to the extent of, the Existing Approvals and in accordance with the Existing Rules. During the term of this Agreement, the rules, regulations, ordinances, management, timing and phasing of development, density, permitted uses, growth, environmental considerations, design criteria and construction standards applicable to the Project shall be solely the Existing Rules, subject only to the following:

A. Subsequently Enacted Rules. Pursuant to NRS 278.0201, the City may apply rules, resolutions, regulations, ordinances, and official policies to the Project that are promulgated, adopted or enacted by the City after the Effective Date, provided that such subsequent rules, resolutions, regulations, laws or policies do not prevent the development, construction, design or use of the Project as would otherwise be allowed under the Existing Approvals and the Existing Rules.

B. City Fees. Except as specifically set forth herein, this Agreement does not prohibit the City from charging any fee with respect to the Project that is already in effect on the Effective Date or which is adopted or increased by the City after the Effective Date if: (1) the City agrees to impose such a fee in a consistent manner on all those served by the infrastructure or service to which the fee relates; and (2) the City establishes a process by which to issue to Developer appropriate credit or reimbursement for fees collected from Developer for capital improvement costs under circumstances where such costs have been otherwise offset by Developer. In no event shall City increase the fees set forth in paragraph 2.4 or the quantity of land to be dedicated pursuant to paragraph 2.5 or 2.6 of this Agreement during the term of this Agreement. Developer hereby reserves the right to challenge, protest and oppose the imposition of any such existing, new, or increased fees to the fullest extent permitted by law.

C. Limitation on Development Exactions. Except as expressly provided in this Agreement or the Existing Approvals, the City may not, for the purpose of mitigating an adverse impact on Carson City created by development unrelated to the Project, impose upon Developer any requirement for dedication of land, construction or improvement of public facilities, payment of fees, or making of any other contribution. Pursuant to the Existing Approvals, Developer agrees that a

covenant to run with each parcel within the Project and Plan Area is hereby created, and that this covenant must be further incorporated into every deed for each parcel before any sale or conveyance for the purpose of expressly consenting to the creation of a maintenance district or other similar instrument by the City to maintain lands and amenities within the Project and Plan Area if the homeowners' or other maintenance association established by Developer ceases to exist or otherwise no longer operates.

V.

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

B. This Agreement shall be in effect during the term of this Agreement; and

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

5.9 AMENDMENTS.

A. Generally. Except as set forth in paragraph 5.9(b) below, this Agreement shall not be amended, in whole or in part, except by a joint written agreement of Developer and the City adopted in accordance with NRS 278.0201 through 278.0207, inclusive, and applicable provisions of the Existing Rules.

B. Unilateral Amendment by the City. As provided in NRS 278.0205, the City is authorized under state law to unilaterally amend or cancel, in whole or in part, this Agreement without consent of Developer if the City undertakes a periodic review of the Project at least once every 24 months and makes certain findings as required by NRS 278.0205. Such a unilateral amendment or cancellation pursuant to NRS 278.0205 must also be made in accordance with the notice and hearing requirements set forth in NRS 278.02053.

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

Blackstone Development Group
6262 N. Swan Rd., Ste. 120
Tucson, AZ 85718

OR

Blackstone Development Group
439 Plumb Lane
Reno, NV 89509

Telephone No.: (775) 352-4200
Email: jgm@blackstoneddevelopmentgroup.com

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

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

If a notice is given pursuant to a provision of paragraph 2.5 of this Agreement and the Party so to be served is Developer, addressed to Developer in the manner set forth above, and if the Party so to be served is the CCSD, addressed to the CCSD as follows:

Carson City School District
1402 W. King Street
Carson City, NV 89703
ATTN: Superintendent of Schools

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

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

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

5.13 PRECEDENCE. In the event of any conflict or inconsistency between this Agreement, any Existing Approval or any subsequent agreement or approval, the following order of precedence shall be used to reconcile the conflict or discrepancy:

- (a) The Conditions of Approval, except as to the fees and dedication obligations set forth in Section II of this Agreement, which shall, in all respects take precedence over all other Existing Approvals or any subsequent agreement or approval.
- (b) This Agreement (subject to subparagraph 5.13(a) above).
- (c) The Handbook.
- (d) The Zoning Map Amendment Ordinance.

Effective this ____ day of _____, 2017.

EXHIBITS:

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

DEVELOPER:
MYERS FAMILY EXEMPT TRUST

CARSON CITY:
CARSON CITY, a consolidated municipality

By: _____
Joshua Myers
Trustee

By: _____
ROBERT CROWELL
Mayor

THE ARRAIZ FAMILY EXEMPT TRUST

By: _____
Print Name:

RD LOMPA LLC, a Nevada limited liability company

By: _____
Print Name:

LOMPA RANCH EAST HILLS LLC, a Nevada limited liability company

By: _____
Print Name:

TERRASAS & TRIPP LLC, a Nevada limited liability company

By: _____
Print Name:

Approved as to form:

CARSON CITY DISTRICT ATTORNEY

By: _____

On _____, 2017, personally appeared before me, a notary public, _____
_____, personally known (or proved) to me to be the person who's
name is subscribed to the foregoing instrument, who acknowledged to be that he is the Managing
Member, of Blackstone NV, LLC, a Nevada Limited liability company, and who further acknowledged
to me that he executed the foregoing Development Agreement on behalf of said company.

NOTARY PUBLIC

Lompa Ranch North Specific Plan

1. Introduction

1.1 Location

The Lompa Ranch North Specific Plan Area encompasses $251.31\pm$ acres. The majority of land ($203.27\pm$) acres is located on the west side of Interstate 580, north of East Fifth Street, east of Saliman Road, and south of US Highway 50 (East William Street). The remaining $48.04\pm$ acres is located on the east side of Interstate 580 along the western side of Airport Road. Figure 1 (below) depicts the Lompa Ranch North in context with the surrounding area.

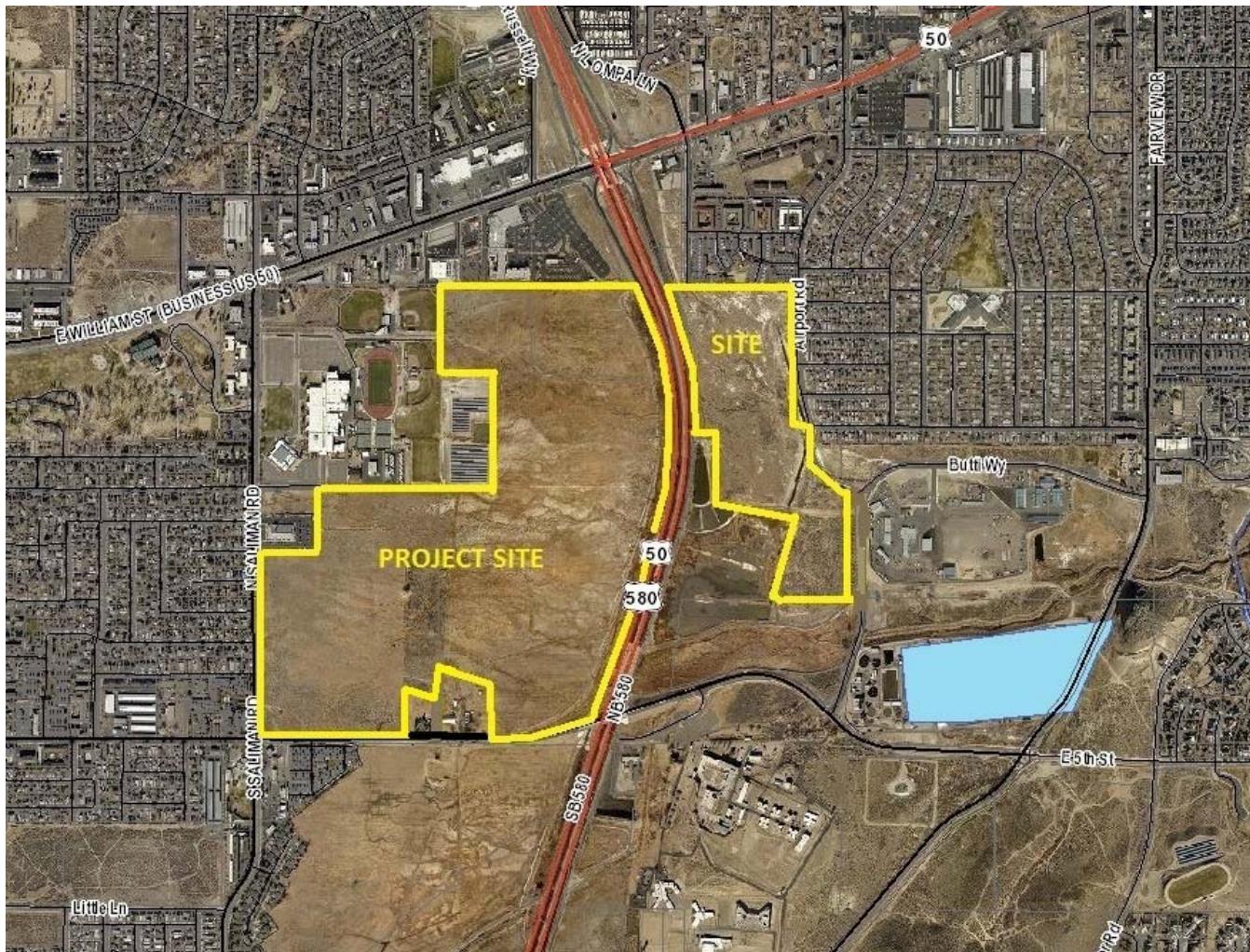


Figure 1 – Lompa Ranch North Specific Plan Area



EXHIBIT "B"

Chapter 4 Phasing Plan

4.1 Parks, Open Space, and Trails

4.1.1 Trails and Pathways

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

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

4.1.1.1 Phased Trails and Pathways Installation and Triggers.

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

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

A path shall be constructed along the spine road, north/south route connecting 5th St to the northern boundary of the Lompa Ranch SPA. The trail shall be consistent with the “off-street/paved/shared” Unified Pathways Master Plan design parameters and connect to the park and recreational facilities of the community. The spine road shall be constructed as full street improvements, to Carson City standards and engineering requirements, including the construction of “on-street bike lanes” and concrete “off-street/shared/paved” multi-use paths. The path along the spine road will be constructed on the road’s east side. If the right-of-way is acquired for Gold Dust Way, the “off-street/shared/paved” multi-use path shall taper down, connect to the existing sidewalk and provide pedestrian connectivity to William St from the spine road.

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

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

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

Trigger. Construction of the 5th St Trail shall be in concurrent with improvements along 5th Street.

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

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

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

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

As the development’s phases are implemented, the plans will be submitted for review by Carson City. The Developer shall be required to demonstrate pedestrian connectivity between the neighborhood parks, “off-

street/paved/shared" multi-use paths and sidewalks. This shall be done to the satisfaction of the Parks, Recreation and Open Space Department.

All "off-street/paved/shared" multi-use paths and sidewalks will conform to the standards and policies outlined in the Carson City Unified Pathways Master Plan adopted April 6, 2006 (as revised March 15, 2007) and as amended in the future.

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

4.1.3 Parks

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

4.1.3.1 Phased Park Installation and Triggers.

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

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

The Developer will enter into an Agreement regarding the Residential Construction Tax with Carson City. This agreement will include terms and conditions for the funding of the design, construction, and dedication of park, recreation and path facilities within the Lompa Ranch North Specific Plan area. The agreement will outline the City's process for the collection and distribution of Residential Construction Tax (RCT) compliant with CCMC 15.60. This agreement must be considered and approved by the Board of Supervisors prior to recording the Final Map. .

4.1.3.1.2 10 Acre Park (West).

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

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

At the expense of the developer, the park will be constructed, accepted, and the land dedicated to the City prior to the issuance of the certificate of occupancy for the 750th residential unit on the west side on Interstate 580. Upon successful completion, final project acceptance of said work will be done to the satisfaction of the City, through its Parks, Recreation and Open Space Department.

4.1.3.1.3 3 Acre Park (East).

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

The Developer, at its expense, will design the park. The design will incorporate a universally accessible playground, compliant with the Americans with Disability Act, and be consistent with the department's guidelines and development standards, including water conservation design elements. The design process will

be coordinated with the Parks, Recreation and Open Space Department and include consideration by the Carson City Parks and Recreation Commission.

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

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

Proposed park facilities shall be coordinated through, encourage community input and agreed upon as well as approved by the Parks and Recreation Department. Park facilities shall have access to the overall trail and pathway network within the SPA area. Park design shall be consistent with Carson City Parks and Recreation Department guidelines and standards, including water conservation design elements.

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

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

4.1.3.2.2 Maintenance of Common Areas.

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

- Debris, Weed and Liter Removal

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

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

4.2 Sanitary Sewer

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

4.2.1 Phased Sewer Service Installation and Triggers.

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

4.2.1.1 Sanitary Sewer Main Data.

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

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

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

4.2.1.2 Additional Sewer Requirements.

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

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

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

4.3 WATER

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

Estimated Water Demand”. The water demand, conceptual layout, pipe sizing and

August 2017

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water network analysis is further detailed in the “Water Feasibility Master Study – Lompa Ranch North SPA”, included as Appendix 4.4.

4.3.1 Phased Water Service Installation and Triggers.

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

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

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

- Connection Designated as Existing or Proposed Water Main
- Size of Existing and/or Proposed Water Main Connection
- Location of Water Main (i.e. Alignment in Right-of-Way or Easement)
- Designation of 2 Connection Points for Each Phase
- A Revised Alignment and Connection Point to the North (Williams Street)
- Any Previously Proposed Parallel Water Mains are Shown as One Single Water Main and Looping Maintained

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

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

4.3.4 Services off a Water Main.

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

4.3.5 Water Sampling Stations.

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

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

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

4.4 Storm Water Management

Reference Appendix 5.1, "Lompa Ranch North SPA - Storm Water Management (Open Channels)". The channels have been incorporated to Appendix 1.2, "Lompa Ranch North SPA - Development and Infrastructure Phasing Plan". The open channels have been designed to accommodate the existing off-site storm water discharge as well as on-site storm water pursuant to the ultimate developed condition at the full build-out of project. Pursuant to the requirements of the Lompa Ranch SPA, a complete description of all phasing, geographical boundaries of each phase, a description of the proposed development for each phase, and the estimated storm water runoff imposed by each phase is further detailed in Appendix 5.2, "Drainage Study Master Plan – Lompa Ranch North Specific Plan Area (SPA)", Kimley Horn and Associates, March 1, 2017 (Version 2).

4.4.1 Drainage Improvements Phasing and Triggers.

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

4.4.1.1 Open Channel Drainage Facilities.

Open channels shall meet the following criteria:

- 4.4.1.1.1** Provide sufficient access for Carson City maintenance equipment along the full length, with access points space out no more than every 660 feet. Robinson St, spine road, East 5th St and North Saliman Rd are not to be considered part of this access.
- 4.4.1.1.2** All flood channels and associated access must be on separate parcels to be dedicated to Carson City. Maintenance of these lands to be funded through a maintenance district or similar instrument, to be established prior to Final Map approval.
- 4.4.1.1.3** Any crossings of open channels shall meet a 100-year flow capacity plus 18-inches of freeboard and must be a clear opening, no multi-barrel pipes.
- 4.4.1.1.4** The minimum clear space between the top edge of ACC and the 24-water main is to be 10-feet.
- 4.4.1.1.5** KCC shall be designed such that the drainage and/or any water rights associated with parcels 010-041-34 and 010-041-035 are not adversely affected.
- 4.4.1.1.6** The KCC, ACC, and VCC channels are to be installed with the first development permit that is issued. There are no drainage channels proposed along the frontage of any development phases. A new Saliman Rd channel is proposed to collect runoff that is not contained with Saliman Rd and convey it down to the KCC. The ACC will also have a transition

section at the beginning of the channel to capture flow that has overtopped Saliman Rd.

4.4.1.1.7 The irrigation diversion structure on the north side of E 5th St must be shown in the improvement plans and referenced in the technical drainage study for the subdivision.

4.4.1.2 The flood conveyance channels necessary for the CLOMR must be built with the first construction permits for construction in the floodplain. A sedimentation basin must be constructed as part of these improvements at the 90 degree turn of the Vicee channel.

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4.4.1.3 LID and Water Quality Facilities.

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

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

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

4.4.1.4 Base Flood Elevation and Proposed Structures.

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

4.4.1.5 Floodplain Storage Capacity Protection Requirements.

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

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

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

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

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

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

The proposed improvements in Appendix 5.1 shall be designed and constructed pursuant to the comprehensive drainage impact analysis prepared for the project, the Master Drainage Study. Further continued assessment to the Master Drainage Study, concept and technical drainage studies and/or improvement plans will be required to assure first and foremost any phased development will not adversely impact the downstream properties. The primary intent is to promote and protect the health, safety and welfare of the community. Second, adequate drainage systems shall be provided pursuant to full build-out of the property to mitigate unnecessary upgrade of drainage facilities constructed with phased development with future development. And lastly, transitional storm water management facilities for each respective phase of development shall be designed, reviewed and approved to assure that existing storm water flows or drainage patterns of downstream properties are not altered as a result of phased development.

4.5 TRAFFIC IMPACTS

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

4.5.1 Traffic Improvement Phasing and Triggers.

Proposed phasing of full build-out traffic improvements are enumerated and referenced in Appendix 6.1, “Lompa Ranch North SPA - Traffic Phasing Plan”. A

schedule of 2030 full build-out improvements is provided in Appendix 6.2, "Traffic Impact Study for Lompa Ranch West Build-Out", Traffic Works, March 9, 2017 (Update).

4.5.1.1 Geometric Improvements and Traffic Signal Optimization.

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

Geometric improvements and traffic signal optimization recommendations have been provided pursuant to the Master Traffic Study update, dated March 9, 2017. The triggers have been determined from traffic analysis such as sight visibility, queueing, left & right turn storage, delay (Level-Of-Service), signal warrant, school walking route, emergency response time, intersection capacity, and other analysis such as signal timing optimization.

4.5.2 Gold Dust West Way Connection Alternative.

The developer is actively seeking the Gold Dust West Way connection and believes that the required right-of-way for this connection will be obtained. On the portion of Lompa Ranch west of I-580, building permits for no more than 810 dwelling units shall be issued unless a road connection to William Street has been improved and the improvements accepted by Carson City. Reference Appendix 6.2.

4.5.3 Interim and Final Improvements Triggers.

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

4.5.3.1 Robinson St and Spine road.

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

4.5.3.2 5th St and Spine road.

All the improvements at 5th St/Spine road intersection specified in the Traffic Impact Study report (exclusive outbound left and right-turn lanes from Spine road,

and exclusive inbound left and right-turn lanes on 5th St) will not be needed until the construction of Phase B2,. There are no interim improvements at this location because this connection is not needed until Phase B2. The Side Street STOP Controlled intersection with turn lanes is adequate for all project phases north of 5th St. Other improvements will be considered with the development south of 5th St and would be constructed with that project. The developer must coordinate with the Nevada Department of Transportation regarding construction of the 5th Street / Spine road intersection as appropriate. Sufficient right-of-way must be provided to accommodate a roundabout and a signal at the 5th Street / Spine road intersection. Pursuant to this dedication of land, Carson City will not require any Lompa Ranch North SPA Developer or condition any Phase in the Lompa Ranch North SPA to construct any improvements that are required for the future roundabout or future signal at 5th and spine road unless the traffic study referenced in 4.5.4 dictates such an improvement. At the developer's expense, the developer must install curb, gutter and sidewalk along the north side of 5th street from Saliman Road to the existing sidewalk at the I-580 overpass. More specifically, the site improvement plans associated with the construction of Phase A2, must include the construction of improvements along East 5th Street from N. Saliman Road to the western boundary of property identified by Assessor's Parcel Number 010-04-134, and the improvements must be installed prior to the first certificate of occupancy. At the time of construction of the spine road, improvement plans must include improvements along the north side of E. 5th Street from the western boundary of property identified by Assessor's Parcel Number 010-04-134 to the existing sidewalk on the west side of Highway 580, and the improvements must be made concurrent with the improvements to the spine road. .

4.5.3.3 Saliman Rd and Robinson St.

The Developer shall construct a traffic signal when MUTCD traffic signal warrant criteria are formally met or when the AM peak hour bi-directional traffic volume on Robinson Street, just east of Saliman Road, exceeds 600 total vehicles, whichever occurs first. The developer shall install the signal at his expense when required.

4.5.4 Updated Traffic Study.

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

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

4.5.5.1 Robinson St and spine road shall be improved to Collector Roadway standards with bike lanes;

4.5.5.2 Robinson St and spine road shall be constructed as full street improvements;

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

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

4.5.6 **Additional Required Provisions.**

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

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

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

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

4.5.8 **Traffic Impact Study Requirements.**

Traffic Impact Studies for all phases must demonstrate the following:

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

Traffic studies required for all phases must demonstrate that the northbound leg and the westbound left turning movement of the N Saliman Road / E William Street intersection and the overall intersection will have a

projected level of service of D or better for year 2025 unless the North-South spine road is connected to William Street. The North-South spine road must connect to E. William Street prior to any development that would cause a level of service worse than D for the northbound leg or the westbound left turning movement of this intersection during school hours. Also note that the traffic impact studies for each phase west of I580 will require traffic counts at this intersection.

Appendices and exhibits to be finalized once text is finalized.

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Blackstone Ranch
TSM-17-005

BOARD OF SUPERVISORS March 16, 2017

NOTICE OF DECISION

★ CLERK ★
FILED
Time 10:16

MAR 20, 2017

By K. King
Deputy
Carson City, Nevada

A request was received, TSM-17-005, a Tentative Subdivision Map application from Blackstone Development Group Inc. for a Tentative Subdivision Map known as Blackstone Ranch Phase 1, consisting of 189 single family residential lots on property approved for Single Family 6000 zoning, located south of East Robinson Street, east of North Saliman Road, and north of East Fifth Street, APN 010-041-70.

The Board of Supervisors conducted a public hearing on March 16, 2017 in conformance with the City and State legal requirements, and approved TSM-17-005 based on the findings contained in the staff report and subject to the following conditions of approval.

RECOMMENDED CONDITIONS OF APPROVAL

The following are general conditions of approval:

The following are conditions of approval required per CCMC 18.02.105.5:

1. All final maps shall be in substantial accord with the approved tentative map.
2. Prior to submittal of any final map, the Development Engineering Department shall approve all on-site and off-site improvements. The applicant shall provide construction plans to the Development Engineering Department for all required on-site and off-site improvements, prior to any submittals for approval of a final map. The plan must adhere to the recommendations contained in the project soils and geotechnical report.
3. Lots not planned for immediate development shall be left undisturbed and mass grading and clearing of natural vegetation shall not be allowed. Any and all grading shall comply with City standards. A grading permit from the Nevada Division of Environmental Protection shall be obtained prior to any grading. Noncompliance with this provision shall cause a cease and desist order to halt all grading work.

4. All lot areas and lot widths shall meet the zoning requirements approved as part of this tentative map with the submittal of any final map.
5. With the submittal of any final maps, the applicant shall provide evidence to the Planning and Community Development Department from the Health and Fire Departments indicating the agencies' concerns or requirements have been satisfied. Said correspondence shall be included in the submittal package for any final maps and shall include approval by the Fire Department of all hydrant locations.
6. The following note shall be placed on all final maps stating:

"These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance."
7. All other departments' conditions of approval, which are attached, shall be incorporated as conditions of this report.
8. Placement of all utilities, including AT&T Cablevision, shall be underground within the subdivision. Any existing overhead facilities shall be relocated prior to the submittal of final maps.
9. The applicant must sign and return the Notice of Decision for conditions for approval within ten (10) days of receipt of notification after the Board of Supervisors meeting. If the Notice of Decision is not signed and returned within ten (10) days, then the item may be rescheduled for the next Planning Commission meeting for further consideration.
10. Hours of construction will be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday and Sunday. If the hours of construction are not adhered to, the Carson City Building Department will issue a warning for the first violation, and upon a second violation, will have the ability to cause work at the site to cease immediately.
11. The applicant shall adhere to all City standards and requirements for water and sewer systems, grading and drainage, and street improvements.
12. The applicant shall obtain a dust control permit from the Nevada Division of Environmental Protection. The site grading must incorporate proper dust control and erosion control measures.
13. A detailed storm drainage analysis, water system analysis, and sewer system analysis shall be submitted to the Development Engineering Department prior to approval of a final map.

14. Prior to the recordation of the final map for any phase of the project, the improvements associated with the project must either be constructed and approved by Carson City, or the specific performance of said work secured, by providing the City with a proper surety in the amount of one hundred fifty percent (150%) of the engineer's estimate. In either case, upon acceptance of the improvements by the City, the developer shall provide the City with a proper surety in the amount of ten percent (10%) of the engineer's estimate to secure the developer's obligation to repair defects in workmanship and materials which appear in the work within one (1) year of acceptance by the City. Improvements associated with the Conditional Letter of Map Revision must be constructed and may not be secured for in lieu of construction.
15. A "will serve" letter from the water and wastewater utilities shall be provided to the Nevada Health Division prior to approval of a final map.
16. The District Attorney shall approve any CC&R's prior to recordation of the first final map.

Specific Conditions to be included in the Design of the Improvement Plans, to be met prior to approval of construction permit:

17. The improvement plans shall include all improvements identified in the approved Phasing Plan as being executed as part of Phase A1.
18. In order to allow for the full functionality of East Robinson Street, the applicant shall work with the School District to move the loading and unloading school bus function off of East Robinson Street. The identified solution shall be included in the improvement plans.
19. Project must comply with the currently adopted fire code and applicable amendments adopted by Carson City.
20. Hydrant spacing as shown on Alexis Ave doesn't meet the 2012 IFC Appendix C spacing.
21. The cul-de-sac at the end of Achilles Street is too small. It must comply with the 2012 IFC Appendix D figure D103.1
22. The traffic must have at least 20' total width for travel lanes.
23. The improvement plans must demonstrate compliance with CCMC Title 18 Division 15.5, and all applicable codes found in Chapters 7 and 10 of the 2012 Uniform Plumbing Code.
24. Two parking spaces must be provided per residence per Division 2.2 of the Carson City Development Standards. Parking spaces must not be tandem. If the driveway is used to count towards parking spaces, the driveway must be the appropriate length and width for the number of spaces per standard detail C-

5.5.1

25. At the end of the cul-de-sac, at the southeast end of the development, additional drainage/access space must be provided to give City maintenance equipment sufficient space to turn around.
26. Underground storm drain systems that connect to flood conveyance channels shall do so completely above the base flood elevation of the channel.
27. Any changes to the Master Phasing Drainage Study must be reflected in changes to the drainage study for the subject subdivision.
23. Low Impact Design (LID) measures will be required to be implemented as part of the development storm drainage system.
24. The Conditional Letter of Map Revision (CLOMR) must be approved by FEMA prior to approval of any construction permits. All improvements associated with the CLOMR must be included in the improvement plans.
25. The CC&R's must clearly state that a Landscape Maintenance District (LMD), a Home Owners Association (HOA) or similar entity is responsible for maintaining private storm drain infrastructure including any mains, basins, and LID infrastructure.
26. The minimum clear space between the top edge of the Ash Canyon flood channel and the 24 inch water main is to be 10 feet.
27. The irrigation diversion structure on the north side of E 5th St must be shown in the improvement plans and referenced in the technical drainage study for the subdivision.
28. The flood conveyance channels necessary for the CLOMR must be built with this subdivision. A sedimentation basin must be constructed as part of these improvements at the 90 degree turn of the Vicee channel.
29. Alexis Avenue must be renamed to make a continuation of Appaloosa.
30. Landscaping plans for the construction permit must include site distance triangles showing that sight distance is not inhibited.
31. Landscaping plans for the construction permit must show distances to existing and proposed water, sewer and storm drain mains to ensure a minimum of 10 foot spacing from trees.
32. A 10 foot wide multiuse pedestrian access path must be provided between the development and the future phase to the south.

33. The following street names cannot be used: Adam St, Maximus Ave, Alexis Ave, and Dianna St.
34. The utility plans for the construction permit must indicate precast manholes and bases. Cast in place manholes will not be allowed, regardless depth of new sewer mains. Riser depths must meet Carson City Standard Details.
35. A geotechnical report will be required for the subdivision prior to approval of any construction permits.
36. Local roads will have a minimum ACC pavement thickness of 4 inches.

Conditions to be Addressed with the Final Map

37. A development agreement reflecting the approved phasing plan for the Lompa Ranch Specific Plan must be fully executed prior to Final Map approval. The development agreement will address drainage, water, sewer, roadways and traffic, parks, recreation, trails, open space, and fire station improvements, including the timing of improvements, design standards, funding, and operation and maintenance responsibilities consistent with the conditions of approval with this Tentative Map and the Lompa Ranch Specific Plan.
38. All channels and associated access must be shown as separate parcels on the final map to be dedicated to the City.
39. The final mylar will be presented to the State Engineer for approval and signature.

Conditions Related to the Lompa Ranch Specific Plan Phasing Plan

40. The master phasing plans and reports must be included as part of a development agreement for the entire SPA area prior to approval of any construction permit within the Lompa Ranch Specific Plan Area. If construction is in a phase that does not involve subdivision of land, the required development agreement must be fully executed prior to issuance of any construction permits. The conditions of approval associated with Tentative Map TSM-17-005 and the Lompa Ranch Phasing Plan take precedence over the Specific Plan. These conditions are established by the Board of Supervisors, and may only be modified by the Board of Supervisors upon receiving a recommendation from the Planning Commission.
41. Note that geotechnical investigations will be required to establish design parameters for individual phases.

WATER:

42. The parallel water mains in the phasing plan must be shown as one single water

main, however looping must be maintained.

43. The water infrastructure improvements exhibit must be updated to accurately reflect the new facilities required or predecessor to each phase. This column must indicate which mains are required to create looping for each phase. For instance, phase B1 calls for a main to be extended along Robinson Street, however a main would also need to be extended along the Spine Road from 5th Street in order to create a loop.
44. Note that no water main shall have more than 15 services without looping.

SEWER:

45. The sewer infrastructure improvements exhibit must note that cast in place manholes will not be allowed, regardless depth of new sewer mains, and that riser depths must meet Carson City Standard Details.

STORM DRAIN & FLOOD MANAGEMENT:

46. Plans must show and note that all flood channels (Vicee Canyon, Ash Canyon, and Kings Canyon) must provide sufficient access for City maintenance equipment along the full length, with access points spaced out no more than every 660 feet, and must note that Robinson St, the Spine Road, E 5th St, and N Saliman Rd are not to be considered part of this access.
47. Note that all flood channels and associated access must be on separate parcels to be dedicated to the City. Maintenance of these lands will be funded through an maintenance district or similar instrument, to be established prior to Final Map approval.
48. Note that privately owned and maintained LID/Water Quality facilities are required for each development.
49. The phasing drainage study must demonstrate the ability of downstream drainage facilities to handle increased runoff if detention is not used.
50. Note in the phasing plan that all structures must meet the Flood Protection Ordinance where the lowest floor is two feet above the base flood elevation of the FEMA 1% chance flood or the onsite 1% chance flood whichever is higher.
51. Note in the phasing plan that the minimum clear space between the top edge of the Ash Canyon flood channel and the 24 inch water main is to be 10 feet.
52. Note in the phasing plan that any crossings of flood channels must meet a 100-year flow capacity plus 18 inches of freeboard and must be a clear opening, no multi barrel pipes.
53. Note that drainage studies for all development phases shall demonstrate

compliance with Floodplain Storage Capacity Protection requirements of CCMC 12.09.080 (9).

54. Note that drainage studies for all development phases shall provide emergency flow paths for a one hundred (100) year peak storm in accordance with Development Standards.
55. The developer must design the Kings Canyon flood channel such that the drainage and/or any water rights associated with parcels 010-041-34 and 010-041-035 are not adversely affected.

TRAFFIC:

56. Note that Traffic Impact Studies required for all phases must demonstrate that the segment of N Saliman Rd between E William St and E Robinson St will have a projected level of service of C or better for year 2025 unless the North-South Spine Road is connected to William Street. The North-South Spine Road must connect to William Street prior to any development that would cause a level of service worse than C for this segment of road.
- 57a. Note that Traffic Impact Studies required for all phases must demonstrate that the northbound leg and the westbound left turning movement of the N Saliman Rd/E William St intersection and the overall intersection will have a projected level of service of D or better for year 2025 unless the North-South Spine Road is connected to William Street. The North-South Spine Road must connect to E William Street prior to any development that would cause a level of service worse than D for the northbound leg or the westbound left turning movement of this intersection during school hours. Also note that traffic impact studies for each phase west of I580 will require traffic counts at this intersection.
- 57b. On the portion of Lompa Ranch west of I-580, building permits for no more than 810 dwelling units shall be issued unless a road connecting to William Street has been improved and the improvements accepted by Carson City.
58. Phasing plan maps must be updated to show east-west connectivity between streets in phase A1 and phase B1, and a 10 foot multiuse path between phase A1 and phase A2.

PARKS, TRAILS, AND OPEN SPACE

59. General Comments
 - a. The applicant will enter into a developer agreement with the City. This agreement will include terms and conditions for the funding of the design, construction, and dedication of park, recreation and path facilities within the Lompa Ranch North Specific Plan area. The agreement will outline the City's process for the collection and distribution of Residential Construction Tax (RCT)

compliant with CCMC 15.60. The agreement must be considered and approved by the Board of Supervisors prior to recording the Final Map.

- b. The phasing plan will be modified to identify phase triggers and unit counts for park, recreation and path facilities for the Lompa Ranch North Specific Plan area. The phasing plan will be modified and approved by the Board of Supervisors prior to recording the Final Map.
- c. A private Home Owner's Association (HOA) or similar instrument will be established for the Lompa Ranch North Specific Plan area to provide for the operations and maintenance of all park, recreation and path facilities. Operation and maintenance standards for these facilities will be established by the City. The operation and maintenance standards will include policies regarding replacement and repair of equipment and facilities. The applicant will draft an agreement for the Board of Supervisor's consideration and approval no later than issuance of the certificate of occupancy for the 200th residential unit.
- d. A private Home Owner's Association (HOA) or similar instrument will be formed to provide 100% funding and maintenance for all the following areas in perpetuity: Common landscape and open space areas, buffer areas between the development and neighborhoods, landscaping associated with the development's path system, landscape medians, street corridors, non-public recreation facilities/amenities, detention basins, and drainage channels. The maintenance and funding shall be addressed in the developer agreement to the satisfaction of the Board of Supervisors. Common area maintenance shall include at a minimum, but not limited to the following:
 - i. Debris, weeds, and litter removal
 - ii. Noxious and invasive weed management, including fire prevention
 - iii. Care and replacement of plant material
 - iv. Plant material irrigation and irrigation system repair

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

- e. As the development's phases are implemented, the plans will be submitted for review by the City. The applicant shall be required to demonstrate pedestrian connectivity between the neighborhood parks, "off-street/paved/shared" multi-use paths, and sidewalks. This shall be done to the satisfaction of the Parks, Recreation, and Open Space Department.
- f. All "off-street/paved/shared" multi-use paths and sidewalks will conform to the standards and policies outlined in of the Carson City Unified Pathways Master Plan adopted April 6, 2006 (as revised March 15, 2007) and as amended in the future. There will be adequate pedestrian connectivity, throughout the

development that provides convenient and logical access to neighborhood parks and paths and enhances the overall sidewalk network within the development.

60. Neighborhood Park Comments (10 acre park / west of I-580)

- a. The planning for the park will commence with the completion of a conceptual site plan no later than the issuance of the certificate of occupancy for the 400th residential unit subject to review, approval, and execution of agreed upon terms and conditions memorialized in the developer agreement. The planning process and public meetings shall be coordinated through and agreed upon by the Carson City Parks, Recreation and Open Space Department.
- b. The applicant, at its expense, will design the park. The design will incorporate a universally accessible playground, compliant with the Americans with Disability Act, and be consistent with the department's guidelines and development standards, including water conservation design elements. The design process will be coordinated with the Parks, Recreation, and Open Space Department and include consideration by the Carson City Parks and Recreation Commission.
- c. At the applicant's expense, the park will be constructed, accepted, and the land dedicated to the City prior to the issuance of the certificate of occupancy for the 750th residential unit. Upon successful completion, final project acceptance of said work will be done to the satisfaction of the City, through its Parks, Recreation and Open Space Department.

61. Neighborhood Park Comments (3 acre park / east of I-580)

- a. The planning for the park will commence with the completion of a conceptual site plan no later than the issuance of the certificate of occupancy for the 100th residential unit subject to review, approval, and execution of agreed upon terms and conditions memorialized in the developer agreement. The planning process and public meetings shall be coordinated through and agreed upon by the Carson City Parks, Recreation, and Open Space Department.
- b. The applicant, at its expense, will design the park. The design will incorporate a universally accessible playground, compliant with the Americans with Disability Act, and be consistent with the department's guidelines and development standards, including water conservation design elements. The design process will be coordinated with the Parks, Recreation, and Open Space Department and include consideration by the Carson City Parks and Recreation Commission.
- c. At the applicant's expense, the park will be constructed, accepted, and the land dedicated to the City prior to the issuance of the certificate of occupancy for the 250th residential unit. Upon successful completion, final project acceptance of said work will be done to the satisfaction of the City, through its Parks, Recreation, and Open Space Department.

62. Off-street/paved/shared Path Comments

- a. Robinson Street and the Spine Road shall be constructed as full street improvements, to City standards and engineering requirements, including the construction of "on-street bike lanes" and concrete "off- street/shared/paved" multi-use paths. The path along Robinson Street will be constructed on the

road's south side and the path along the Spine Road will be constructed on the road's east side.

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

Other comments

63. The applicant is required to use best management practices during construction to prevent the spread of noxious and invasive weeds and will incorporate language in construction documents to ensure contractors and subcontractors comply. The Parks, Recreation and Open Space Department will assist the applicant with this condition.

This decision was made on a vote of 5 ayes and 0 nays.



Hope Sullivan, AICP
Planning Manager

HS/kh

Mailed: 3/22/17 By: RMT

Please sign and return this notice of decision with 10 days of receipt.

I have read and acknowledge the Conditions of Approval as approved by the Carson City Board of Supervisors.

Blackstone Development Group
APPLICANT and/or OWNER SIGNATURE

3/21/17

DATE

Jim President
(Applicant/Owner Printed Name)

Joshua Myers

RETURN TO:
Carson City Planning Division
108 E. Proctor Street
Carson City, NV 89706

Enclosures:

1. Board of Supervisors Notice of Decision (2 copies – Please sign and return only one; the second copy is for your records.)
2. Self-Addressed Stamped Envelope

