



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: November 2, 2017

Staff Contact: Susan Pansky, Special Projects Planner

Agenda Title: For Possible Action: To introduce, on first reading, Bill No. _____, an ordinance approving the second amendment to the Development Agreement for Schulz Ranch between Carson City, Lennar Reno, LLC and Ryder-DUDA Carson, LLC on APNs 009-311-64, 010-671-06, -07, -08, -09, -10, -11, -12, -13, -14, -15, 010-701-01 through -20, 010-702-01 through -09, 010-703-01 through -32, 010-704-01 through -53 010-705-01 through -15, 010-711-01 through -10, 010-712-01 through -28, 010-713-01 through -09, 010-714-01 through -22, and 010-715-01 through -10, to change the requirement to complete the central neighborhood park located in Phase 3 to before the issuance of the 250th building permit. (MISC-17-114) (Susan Pansky, spansky@carson.org)

Staff Summary: Schulz Ranch is a 424-unit Common Open Space Subdivision located between Center Drive and Schulz Drive on APNs 009-311-64. The purpose of this Development Agreement amendment is to modify the phasing plan for improvements to allow the Notice of Completion for the centrally located park to be issued prior to the issuance of the building permit for the 250th residential lot.

Agenda Action: Ordinance - First Reading

Time Requested: 15 minutes

Proposed Motion

I move to introduce, on first reading, Bill No. _____, an ordinance approving the second amendment to the Development Agreement for Schulz Ranch between Carson City, Lennar Reno, LLC and Ryder-DUDA Carson, LLC on the APNs published in the agenda, to change the requirement to complete the central neighborhood park located in Phase 3 to before the issuance of the 250th building permit.

Board's Strategic Goal

Economic Development

Previous Action

The amendment was recommended for approval by the Parks and Recreation Commission at their October 3, 2017 meeting by a vote of 6 ayes, 0 nays with 1 abstaining provided that the sales agreement between Lennar and their buyers does not state that the park will be completed prior to the 210th residential lot.

Background/Issues & Analysis

Schulz Ranch is a 424-unit Common Open Space Subdivision located between Center Drive and Schulz Drive, on both the north and south sides of Race Track Road. On April 3, 2014, the Board of Supervisors approved the first amendment to the Schulz Ranch Development Agreement which established a phasing plan for the project, including a modification to the timing for completion of the centrally located neighborhood park. The phasing plan stipulated that a Notice of Completion for the centrally located park shall be issued prior to the issuance of the building permit for the 210th residential lot.

The applicant is requesting that the phasing plan be modified to allow a Notice of Completion for the park to be issued prior to the issuance of the building permit for the 250th residential lot. Per the applicant's justification, the sale of residential units at Schulz Ranch has exceeded projections and at the current absorption rate, the applicant anticipates requesting the 210th building permit in June 2018. The park is nearing its final design and review stages with the Carson City Parks, Recreation and Open Space Department and the applicant expects the park to be under construction in the Spring of 2018, but will not be completed until September 2018. Without the requested modification, the applicant will be required to stop its construction momentum and wait for the issuance of the park's Notice of Completion for several months.

This request is supported by Parks, Recreation and Open Space staff and Planning Division staff, and was heard by the Parks and Recreation Commission on October 3, 2017. The Commission recommended approval of the request to the Board of Supervisors provided that the applicant produce a purchase and sale agreement between Lennar and its buyers showing there is no promise of a park prior to the 210th lot. A sample purchase and sale agreement is attached.

Attachments:

- 1) Ordinance
- 2) Development Agreement Amendment
- 3) Applicant's Request Letter
- 4) Lennar Sample Purchase and Sale Agreement
- 4) Parks Department Comments
- 5) Transportation Division Comments
- 6) School District Comments

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:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact:

Alternatives

- 1) Modify the proposed agreement amendment.
- 2) Deny the agreement amendment request.

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

Summary: An ordinance approving the second amendment to the development agreement regarding the development of the Schulz Ranch Common Open Space Development.

BILL NO. ____

ORDINANCE NO. 2017-____

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN CARSON CITY, LENNAR RENO LLC AND RYDER-DUDA CARSON LLC, REGARDING THE DEVELOPMENT OF A PROJECT KNOWN AS THE SCHULZ RANCH COMMON OPEN SPACE SUBDIVISION, ASSESSOR'S PARCEL NUMBERS 009-311-64, 010-671-06, -07, -08, -09, -10, -11, -12, -13, -14, -15, 010-701-01 THROUGH -20, 010-702-01 THROUGH -09, 010-703-01 THROUGH -32, 010-704-01 THROUGH -53, 010-705-01 THROUGH -15, 010-711-01 THROUGH -10, 010-712-01 THROUGH -28, 010-713-01 THROUGH -09, 010-714-01 THROUGH -22, AND 010-715-01 THROUGH -10, AND OTHER MATTERS PROPERLY RELATED THERETO.

The Board of Supervisors of Carson City do ordain:

SECTION I:

WHEREAS, CARSON CITY, LENNAR RENO LLC and RYDER-DUDA CARSON LLC (hereinafter “Developer”) entered into a Development Agreement regarding the development of the Schulz Ranch Common Open Space Development, which was approved by the Board of Supervisors as Ordinance 2011-16, Bill No. 111 on September 1, 2011 (hereinafter “Development Agreement”). The Development Agreement was amended by the Board of Supervisors to include a phasing schedule as Ordinance 2014-6, Bill No. 106 on April 3, 2014. CARSON CITY and the DEVELOPER desire to amend the Development Agreement by agreeing to the Second Amendment to the Development Agreement (hereinafter “Amendment”) attached hereto as Exhibit “A”; and

WHEREAS, the land that is the subject of this Amendment is comprised of land commonly known as the Schulz Ranch Common Open Space Development, Assessor's Parcel Numbers 009-311-64, 010-671-06, -07, -08, -09, -10, -11, -12, -13, -14, -15, 010-701-01 through

-20, 010-702-01 through -09, 010-703-01 through -32, 010-704-01 through -53, 010-705-01 through -15, 010-711-01 through -10, 010-712-01 through -28, 010-713-01 through -09, 010-714-01 through -22, and 010-715-01 through -10, in the general vicinity of Center Drive, Race Track Road and Schulz Drive, Carson City, Nevada; and

WHEREAS, the Board of Supervisors finds that the contents of the Amendment conform with Carson City Municipal Code Chapter 17.08 and Nevada Revised Statutes 278.0205; and

WHEREAS, the Board of Supervisors finds that the provisions of the Amendment are consistent with the Carson City Master Plan and the Schulz Ranch Specific Plan.

NOW, THEREFORE, the Board of Supervisors hereby approves by ordinance the Amendment to the Development Agreement between CARSON CITY and the DEVELOPER attached and incorporated herein as Exhibit "A" concerning the development of the land commonly known as the Schulz Ranch Common Open Space Development, Assessor's Parcel Numbers 009-311-64, 010-671-06, -07, -08, -09, -10, -11, -12, -13, -14, -15, 010-701-01 through -20, 010-702-01 through -09, 010-703-01 through -32, 010-704-01 through -53, 010-705-01 through -15, 010-711-01 through -10, 010-712-01 through -28, 010-713-01 through -09, 010-714-01 through -22, and 010-715-01 through -10, in the general vicinity of Center Drive, Race Track Road and Schulz Drive.

The Board further directs that the City Clerk shall cause a certified copy of this ordinance and Amendment to be filed with the Carson City Recorder.

PROPOSED on _____, 2017.

PROPOSED BY Supervisor _____

PASSED _____, 2017.

VOTE:

AYES: _____

NAYS: _____

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.

EXHIBIT A

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
between Carson City,
Lennar Reno LLC and Ryder-DUDA Carson LLC
for the
Schulz Ranch Common Open Space Development**

1. **AMENDMENTS.** All provisions of the First Amendment to the Development Agreement approved by the Board of Supervisors as Ordinance No. 2014-6, Bill No. 106, Document No. 444869 as recorded with the Carson City Recorder's Office on June 3, 2014, which replaced in its entirety the original Development Agreement approved by the Board of Supervisors as Ordinance No. 2011-16, Bill No. 111 on September 1, 2011, attached hereto as Exhibit "1", remain in full force and effect with the exception of the following amendments:

An amendment to Exhibit "L", Phase 3, No. 9 and Phase 4, No. 7, as follows (added text is **bold and underlined**, deleted text is **stricken**):

Phase 3

9. A notice of completion for the centrally located neighborhood park shall be issued prior to issuance of the building permit for the [210th] **250th** residential lot. (See COA 20 [modified from 251 due to reduction in total number of lots]).

Phase 4

7. A notice of completion for the centrally located neighborhood park shall be issued prior to issuance of the building permit for the [210th] **250th** residential lot. (See COA 20 [modified from 251 due to reduction in total number of lots]).

2. **INCORPORATED DOCUMENTS.** Exhibit "1" (First Amendment to Development Agreement) is attached hereto, incorporated by reference herein and made a part of this amended Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first above written and intend to be legally bound thereby.

CARSON CITY

By: Robert L. Crowell, Mayor

LENNAR RENO LLC

By:

RYDER-DUDA CARSON LLC

By:

On _____, 20____, 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/she is the _____, of LENNAR RENO LLC, and who further acknowledged to me that he/she executed the foregoing Development Agreement on behalf of said company.

NOTARY PUBLIC

On _____, 20____, 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/she is the _____, of RYDER-DUDA CARSON LLC, and who further acknowledged to me that he/she executed the foregoing Development Agreement on behalf of said company.

NOTARY PUBLIC

EXHIBIT "1"

DEVELOPMENT AGREEMENT
(Amendment No. 1)

THIS DEVELOPMENT AGREEMENT ("Development Agreement or Agreement") made and entered into this 3rd day of April, 2014, by and between SCHULZ RANCH, LLC, a Delaware limited liability company and its assigns and RYDER-DUDA CARSON, LLC, a Nevada limited liability company and its assigns, as Developer of that certain project known as SCHULZ RANCH COMMON OPEN SPACE DEVELOPMENT, hereinafter referred to as "DEVELOPER" and CARSON CITY, a consolidated municipality of the State of Nevada, hereinafter referred to as "CARSON CITY."

RECITALS

1. SCHULZ RANCH COMMON OPEN SPACE DEVELOPMENT, is a proposed development encompassing 115.46 acres of real property, more or less, located in Carson City, Nevada, more particularly described in Exhibit "A";
2. On October 20, 2005, the Carson City Board of Supervisors approved a common open space development tentative map for Five Hundred and Twenty-One (521) single family detached units. A copy of the official minutes and conditions of approval of such action are attached hereto as Exhibit "B" and incorporated herein by this reference ("THE PROJECT").
3. On November 15, 2005, Ordinance No. 2005-30, Bill No. 129 was recorded as Document No. 345949, affecting a Zoning Map Amendment for THE PROJECT to Single Family 6,000 (SF6). A copy of the ordinance is attached hereto as Exhibit "C" and incorporated herein by this reference.
4. On April 6, 2006, CARSON CITY adopted the Schulz Ranch Specific Plan Area (SR-SPA) that established policies to provide a framework for the incorporation of additional housing in the area following the closure of the Race Track. The SR-SPA designates real property associated with THE PROJECT as Medium Density Residential. A copy of the SR-SPA is attached hereto as Exhibit "D" and incorporated herein by this reference.

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5. On August 21, 2007, the most recent final parcel map for the PROJECT was recorded in compliance with Carson City Municipal Code, Section 17.06.015, Time Limit for Recording, thereby extending the date for the tentative map expiration to August 21, 2008. A copy of this final parcel map is attached hereto as Exhibit "E" and incorporated herein by this reference.

6. On August 21, 2008, CARSON CITY approved a one-year extension of the tentative map for the PROJECT, thereby extending the date of the tentative map expiration to August 21, 2009. A copy of this extension is attached hereto as Exhibit "F" and incorporated herein by this reference.

7. On August 20, 2009, CARSON CITY approved a two-year extension of the tentative map for the PROJECT, thereby extending the date of the tentative map expiration to August 21, 2011. A copy of this extension is attached hereto as Exhibit "G" and incorporated herein by this reference.

8. On September 1, 2011, CARSON CITY approved a Development Agreement extending the tentative map to August 21, 2014, and other matters properly related thereto, as Ordinance No. 2011-16.

9. Due to certain market and economic conditions that have developed since THE PROJECT tentative map approval, the DEVELOPER and CARSON CITY believe that it is mutually beneficial to enter into a Development Agreement and each mutually desire that THE PROJECT be developed in accordance with this Development Agreement.

10. CARSON CITY and DEVELOPER desire to hereinafter have the provisions of this Development Agreement govern the development activities of THE PROJECT.

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

I.

444869

PROJECT CHARACTERISTICS

THE PROJECT is a common open space development within the SF6 zoning designation together with all of the uses accessory to and customarily incidental to the above-referenced zone.

1.1 Based upon the present tentative subdivision map and this Agreement, THE PROJECT will be comprised of Four Hundred and Twenty Four (424) single family dwelling units (not 521 as mentioned in paragraph 2 of the RECITALS), open space and common areas as set forth in the approvals. See Exhibit "L".

1.2 The aforementioned approval of THE PROJECT, Zoning Map Amendment, and Schulz Ranch Specific Plan Area and this Development Agreement shall serve as the intent by CARSON CITY to approve the various phases of THE PROJECT, provided that all of the requisite conditions set forth herein are met.

1.3 Unless otherwise modified with this Agreement, or future modifications to this Agreement, the DEVELOPER agrees to develop THE PROJECT in compliance with the original conditions of approval. All modifications to the Agreement shall be approved by the Carson City Board of Supervisors.

II.

ADMINISTRATION OF THE PROJECT

THE PROJECT shall be developed in accordance with the approvals by the Carson City Board of Supervisors set forth in Exhibit "B" with the following characteristics and requirements:

2.1 PHASING. THE PROJECT will be developed in four (4) phases; a phasing plan detailing specific on-site and off-site improvements is attached hereto as Exhibit "L". Any of the final map phases undertaken by DEVELOPER may proceed concurrently with project review and approvals to expedite the time frames for approval and recording. Nothing herein shall restrict the overlapping of phasing and concurrent developments or a change in the development phasing sequence so long as the terms of this Agreement are adhered to.

2.2 SCHULZ DRIVE PARCELS. Eight (8) parcels were created on the east side of Schulz Drive, more particularly described in Exhibit "H", with Parcel Map No. 2663, recorded as Document No. 370575 on August 3, 2007, Parcel Map No. 2666, recorded as Document No. 371192 on August 21, 2007, and Parcel Map No. 2667, recorded as Document No. 371193 on August 21, 2007 as a part of THE PROJECT. Sewer improvements proposed as a part of THE PROJECT have

not been completed for the purpose of serving said parcels. Therefore, said parcels do not comply with Carson City Municipal Code. CARSON CITY requires that the parcels be brought into compliance or be eliminated. The DEVELOPER agrees to perform one (1) of the following options to meet this requirement no later than June 30, 2012;

- a. Perform a Lot Line Deletion on each subject parcel to eliminate said parcels;
- b. Create and Record a Reversion to Acreage Map to revert the subject parcels back to their previous acreage prior to the recordation of the parcel maps.
- c. Place a Deed Restriction on each subject parcel stating that sewer improvements shall be constructed in conjunction with the development of any parcel, to the satisfaction of the Public Works Director. In the case this Deed Restriction option is exercised, the subject parcels may not be individually sold until such time as said Deed Restrictions have been approved and recorded for each subject parcel.

Copies of these parcel maps are attached hereto as Exhibits "E", "I" and "J" and incorporated herein by this reference.

2.3 EXPIRATION BY INACTION. This Agreement adopted pursuant to CCMC 17.08 requires that THE PROJECT shall be diligently pursued and the approvals referenced above (if no extension is granted) shall expire if the first final map of THE PROJECT is not recorded by August 21, 2014. If the first final map is recorded prior to August 21, 2014, this Agreement shall automatically extend the time for an additional two (2) year period from said date within which the next succeeding final map must be filed. So long as DEVELOPER files each final map within the two (2) year extension period provided in this Agreement, as envisioned herein, this Agreement shall remain in full force and effect. The DEVELOPER may request additional extensions from the Board of Supervisors beyond that date contemplated above if done in writing at least thirty (30) days prior to the expiration.

2.4 FINAL MAP FINANCIAL ASSURANCES. The approval of each anticipated final map of THE PROJECT shall require a bond, cash deposit, lender set aside letter, letter of credit, and irrevocable certificate of deposit or other approved security to ensure completion of all or any portion

of the public improvements associated with said final map equal to one hundred and fifty percent (150%) of the approved engineer's cost estimate. DEVELOPER, at its discretion and option, may install any such public improvements associated with any final map prior to the map's recordation in lieu of posting such security. Any assurance provided shall be periodically reduced in accordance with City approval in order 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.

2.5 FURTHER COVENANTS. CARSON CITY shall not require any payments, contributions, economic concessions, or other conditions for approvals, contemplated within or by this Development Agreement other than as provided herein, or as provided in the Board of Carson City Supervisors' approval of October 20, 2005. Nothing set forth in this paragraph is to be construed to mean that Carson City cannot charge its standard permit fees.

2.6 MUTUAL COOPERATION. CARSON CITY shall cooperate with DEVELOPER to obtain all necessary approvals, permits or to meet other requirements which are or may be necessary to implement the intent of THE PROJECT approval in this Agreement. Nothing contained in this paragraph, however, shall require CARSON 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 CARSON CITY.

2.7 NON-PARTICIPATION BY ONE (1) OR MORE PARTY. Should one or more party of the DEVELOPER or its assigns choose not to participate in this Agreement either voluntarily or by non-action, the parcel(s) owned by that party will be removed from THE PROJECT, subject to approval by CARSON CITY. Should CARSON CITY determine that removal of any parcels associated with the PROJECT will be detrimental to the implementation of the PROJECT, all or in part, the DEVELOPER shall be required to amend the PROJECT's tentative map to accommodate removal of said parcels.

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2.8 With the approval of this Agreement, the DEVELOPER and CARSON CITY acknowledge that the parcel owned by the BRUNI, A&H TRUST, more particularly described in

Exhibit "K", shall no longer be a part of the PROJECT. All remaining parcels will continue to be subject to the conditions of approval set forth herein.

III.

DEFAULTS, REMEDIES, TERMINATION

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

- a. After notice and expiration of the thirty (30) day period, the non-defaulting party to this Development Agreement, at its option, may institute legal proceedings pursuant to this Agreement. Following notice of intention to terminate, the matter shall be scheduled for consideration and review by CARSON CITY.
- b. Following consideration of the facts and evidence presented in said review before CARSON CITY, either party alleging the default by the other party may give written notice of termination of this Development Agreement to the other party.
- c. Evidence of default may also arise in the course of periodic review of this Development 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 Development Agreement as set forth in this section, specifying in said 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

444869

waives its right to cure such alleged default, this Development Agreement shall be deemed terminated.

- d. It is hereby acknowledged and agreed that any portion of THE PROJECT 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. In the event CARSON CITY does not accept, review, approve or issue necessary permits or entitlements for use in a timely fashion as defined by this Development Agreement, or as otherwise agreed by the parties, CARSON CITY agrees that DEVELOPER shall not be obligated to proceed with or complete THE PROJECT, or any phase thereof, nor shall resulting delays in DEVELOPER's performance constitute grounds for termination or cancellation of this Development Agreement.

3.2 ENFORCED DELAY, EXTENSION OF TIME OF PERFORMANCE. In addition to specific provisions of this Development 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 CARSON 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. CARSON CITY shall not be held liable to the DEVELOPER for damages (actual, incidental, or otherwise) as a result of its failure to review or approve permits and entitlements in a timely manner.

444869

IV.

MISCELLANEOUS

4.1 CARSON CITY CODE. THE PROJECT shall comply with all ordinances and fees adopted by CARSON CITY, applied in a uniform basis to all development projects in CARSON CITY.

4.2 Final maps shall comply with the Exhibit "B" conditions and be recorded in accordance with all applicable CARSON CITY ordinances.

4.3 The proposed development shall be in accord with the objective of Title 17 of Carson City Municipal Code.

4.4 Should any provision of this Agreement be deemed to be in conflict with the Exhibit "B" conditions of approval, the Exhibit "B" conditions shall prevail except that THE PROJECT will be comprised of Four Hundred and Twenty Four (424) single family dwelling units (not 521 as mentioned in paragraph 2 of the RECITALS), open space and common areas as set forth in the approvals. See Exhibit "L".

V.

APPLICABLE LAW AND ATTORNEYS' FEES

This Development Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Should any legal action be brought by either party relating to this Development 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.

VI.

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.

444869

VII.

ENTIRE AGREEMENT

This Agreement constitutes 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.

VIII.

HOLD HARMLESS AND INDEMNIFICATION

DEVELOPER hereby agrees to, and shall hold CARSON 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 DEVELOPER or DEVELOPER'S contractors', subcontractors', agents', or employees' operations under this Development Agreement, whether such operations at the PROJECT by DEVELOPER or by any of DEVELOPER'S contractors, subcontractors, or by any one or more person directly or indirectly employed by, or acting as agent for DEVELOPER or any of DEVELOPER'S contractors or subcontractors. DEVELOPER agrees to, and shall defend CARSON 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 operations at the PROJECT. The foregoing Indemnity shall not apply to (i) the actions of CARSON CITY or its elective and appointive boards, commissions, officers, agents or employees, or (ii) DEVELOPER failure to recommence development of the PROJECT.

IX.

PROJECT AS PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the subject PROJECT is a private development and no partnership, joint venture or other association of any kind is formed by this Development Agreement. The only relationship between CARSON 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.

444869

X.

FURTHER ASSURANCES

In the event of any legal action instituted by any third party or other government entity or official challenging this Development Agreement, CARSON CITY and DEVELOPER shall cooperate and use their best efforts in defending any such action.

Effective this 3rd day of April, 2014.

DEVELOPER:

CARSON CITY:

SCHULZ RANCH, LLC, a
Delaware limited liability company
By: ~~First Bank, Authorized Agent~~

By: First Bank, Authorized Agent

By: Dean Winger
NAME DEAN WINGER
Title Vice President

CARSON CITY, a consolidated municipality

By: 
ROBERT L. CROWELL
Mayor

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

By: _____
NAME
Title

Approved as to form:

CARSON CITY DISTRICT ATTORNEY

By: Stanley M. W.

444869

STATE OF Arizona)
: ss.
COUNTY OF Maricopa)

On May 1, 2014, personally appeared before me, a notary public, _____
Dean Wingert, 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/she is the _____
Vice President, of SCHULZ RANCH, LLC, a Delaware Limited liability
company, and who further acknowledged to me that he/she executed the foregoing Development
Agreement on behalf of said company.

Kelly Penuela

NOTARY PUBLIC	KELLY PENUELA Notary Public Arizona MARICOPA COUNTY My Comm. Exp. 12-15-2017
	

STATE OF)
: ss.
COUNTY OF)

On _____, 2014, 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/she is the _____
_____, of RYDER-DUDA CARSON, LLC, a Nevada limited liability
company, and who further acknowledged to me that he/she executed the foregoing Development
Agreement on behalf of said company.

NOTARY PUBLIC

444869

X.

FURTHER ASSURANCES

In the event of any legal action instituted by any third party or other government entity or official challenging this Development Agreement, CARSON CITY and DEVELOPER shall cooperate and use their best efforts in defending any such action.

Effective this 3rd day of April, 2014.

DEVELOPER:

SCHULZ RANCH, LLC, a
Delaware limited liability company
By: First Bank, Authorized Agent

By:

NAME
Title

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

By:

NAME
Title

CARSON CITY:

CARSON CITY, a consolidated
municipality

By:

ROBERT L. CROWELL
Mayor

Approved as to form:

CARSON CITY DISTRICT ATTORNEY

By:



444869

STATE OF _____)
COUNTY OF _____) : ss.

On _____, 2014, 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/she is the _____
_____, of SCHULZ RANCH, LLC, a Delaware Limited liability
company, and who further acknowledged to me that he/she executed the foregoing Development
Agreement on behalf of said company.

NOTARY PUBLIC

STATE OF *California*)
COUNTY OF *Centre Cost*) : ss.

On May 6, 2014, personally appeared before me, a notary public, Jay Ryner, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to be that he/she is the Manager, of RYDER-DUDA CARSON, LLC, a Nevada limited liability company, and who further acknowledged to me that he/she executed the foregoing Development Agreement on behalf of said company.

Deanie R. Stager
NOTARY PUBLIC



444869

EXHIBIT "A"

All that real property situated in Carson City, Nevada more particularly described as follows:

Parcel 2 of Parcel Map No. 2657, Document No. 369098, recorded in the Official Records of Carson City, Nevada on June 27, 2007. Containing approximately 24.73 acres.

Parcel 4 of Parcel Map No. 2657, Document No. 369098, recorded in the Official Records of Carson City, Nevada on June 27, 2007. Containing approximately 26.63 acres.

Parcel 1B of Parcel Map No. 2664, Document No. 370576, recorded in the Official Records of Carson City, Nevada on August 3, 2007. Containing approximately 6.11 acres.

Parcel 1A of Parcel Map No. 2664, Document No. 370576, recorded in the Official Records of Carson City, Nevada on August 3, 2007. Containing approximately 21.01 acres.

Parcel 3B of Parcel Map No. 2663, Document No. 370575, recorded in the Official Records of Carson City, Nevada on August 3, 2007. Containing approximately 34.09 acres.

Parcel 3A of Parcel Map No. 2663, Document No. 370575, recorded in the Official Records of Carson City, Nevada on August 3, 2007. Containing approximately 19,507 square feet.

Parcel 1 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 12,887 square feet.

Parcel 2 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 15,485 square feet.

Parcel 3 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 15,333 square feet.

Parcel 4 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 14,687 square feet.

Parcel 1 of Parcel Map No. 2667, Document No. 371193, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 14,984 square feet.

Parcel 2 of Parcel Map No. 2667, Document No. 371193, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 13,733 square feet.

Parcel 4 of Parcel Map No. 2667, Document No. 371193, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 19,929 square feet.

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DEVELOPMENT
SERVICES
DEPARTMENT

ADMINISTRATION
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
Fx: 775-887-2112

BUILDING and
SAFETY DIVISION
PERMIT CENTER
2621 Northgate Lane, Suite 6
Carson City, NV 89706-1319
Ph: 775-887-2310
Fx: 775-887-2202

CAPITAL PROJECTS
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
Fx: 775-887-2112

CONTRACTS
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
Fx: 775-887-2112

ENGINEERING DIVISION
2621 Northgate Lane, Suite 54
Carson City, NV 89706-1319
Ph: 775-887-2300
Fx: 775-887-2203

FLEET SERVICES
3303 Butti Way, Building 2
Carson City, NV 89701-3498
Ph: 775-887-2356
Fx: 775-887-2258

PLANNING DIVISION
2621 Northgate Lane, Suite 62
Carson City, NV 89706-1319
Ph: 775-887-2180
Fx: 775-887-2278

PUBLIC WORKS OPERATION
(Water, Sewer, Wastewater,
Streets, Landfill, Environmental)
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
Fx: 775-887-2112

TRANSPORTATION
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
Fx: 775-887-2112

CARSON CITY NEVADA

Consolidated Municipality and State Capital



BOARD OF SUPERVISORS

October 20, 2005

NOTICE OF DECISION

A request for approval of TSM-05-144, a Tentative Subdivision Map from Reynen & Bardis Communities, owners: (Burton, Larry & Burton, SMJ 1992 Trust & LMA 1992 Trust, Schulz Living Trust, Pfum Family Revokable Living Trust, Bennett, Alice S., Goni, Joseph R. & Latzy P., and Kugler, W.R. & Coffee C.) to allow a Common Open Space Development of 521 residential lots and variances for lot area, lot width, and lot setback requirement within the subdivision as specified in the Schulz Ranch Specific Plan Area document, on property zoned Single Family One Acre (SF1A) and Mobile Home One Acre (MH1A), located between Center Drive and Bigelow Drive Assessor's Parcel Numbers 009-311-03, -08, -09, -10, -14, -15 and -47, based on 12 findings and subject to the recommended conditions of approval contained in the staff report pursuant to the requirements of the Carson City Municipal Code.

The Board of Supervisors conducted a public hearing on October 20, 2005, in conformance with City and State legal requirements, and approved the Tentative Subdivision Map (TSM-05-144) based on the findings contained in the staff report and subject to the following 49 conditions and 2 stipulations.

CONDITIONS OF APPROVAL

The following shall be completed prior to submittal of construction/improvement plans or final map:

1. The applicant must sign and return the Notice of Decision / conditions of approval within 10 days of receipt of notification. If the Notice of Decision is not signed and returned within 10 days, the item may be rescheduled for the next Planning Commission meeting for further consideration.
2. Any issues involving downstream users of existing irrigation ditches shall be resolved prior to improvement plans or submittal of the first final map.
3. Final water, sewer and traffic reports shall be reviewed and approved by the City Engineer. Recommendations of these reports shall be included in the subdivision improvements.

444869

- a) The tentative water analysis identifies the requirement to provide a looped system from the existing City system to the north of the project site. In addition to the looped water improvements proposed by the tentative water analysis by the applicant, additional off-site improvements will be required on a phased basis to accommodate the development. These improvements are based on city-wide system modeling resulting in the need to provide additional conveyance to this section of the city system.
- b) The tentative sewer analysis provides flows for a future regional sewer collection facility to assure force main and line sizing to ultimately accommodate possible sewage collection in the area surrounding the project site. The interim sewer pump station for the project shall be designed to gravity to the regional facility in the future. In addition, as identified in the tentative sewer analysis, improvements are required to the existing lift station on Bigelow Drive to accommodate the build-out of the proposed development and possible future sewage collection in the area surrounding the project site.
- c) The tentative drainage analysis provides a summary of the project hydrology including sizing of detention basins to assure post-development peak discharges meet pre-development conditions as required by the City. In addition, the analysis identifies the location of the existing Clear Creek 100-year floodplain outside of all lot areas with the proposed north detention/park site being within the 100-year floodplain. The construction of the basin will be at an elevation that will allow discharge of the 100-year floodplain through the detention/park site unimpeded. In addition, all improvements will meet "Best Management Practices" and NPDES requirements for storm drainage discharge as required by the City to assure safe discharge to the Clear Creek system.
- d) Construction of Topsy Lane will be required from U.S. 395 to Center Drive as two lanes with on-street bike lanes. In addition, the traffic analysis provides recommendations for off-site intersection improvements at the intersection of Snyder Avenue and Bigelow Drive as well as Snyder Drive and Edmonds Drive. These improvements include widening to accommodate left hand turn lanes. Bigelow Drive from the site to Snyder Avenue will be required to be upgraded to two lanes with on-street bike lanes to provide upgraded access to the Snyder collector. Pedestrian crossing signage and striping will be required at off-site controlled intersections including Center/Topsy and Center/Clear Creek to assure safe pedestrian crossing in these areas. The traffic study analyzes the cumulative impacts including development of the Douglas County area to the east of the site as well as projecting to post-freeway development in developing the recommendations for the project.

4. The applicant shall follow all recommendations contained in the project soils and geotechnical report. Two copies of the report shall be submitted with any improvement plans.
5. The applicant shall adhere to all Carson City standards and requirements for water and sewer systems, grading and drainage, and street improvements, as outlined in the Development Standards and other applicable Divisions and as required by the Standard Specifications and Details for Public Works Construction, as adopted by Carson City. No deviations from the standards are allowed unless specifically noted on the approved tentative map.
6. The applicant shall obtain a dust control and stormwater pollution prevention permit from the Nevada Division of Environmental Protection (NDEP). The site grading must incorporate proper dust control and erosion control measures.
7. The revised tentative map shall be reviewed and signed by the Planning Director and City Engineer.

The following shall be completed prior to submittal of any final map:

8. Prior to submittal of any final map or parcel maps, Development Engineering shall approve all on-site and off-site improvements.
9. 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.
10. Prior to the recordation of the final map for any phase of the project, the improvements associated with said phase must either be constructed and approved by the 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 engineers 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 engineers estimate to secure the Developers obligation to repair defects in workmanship and materials which appear in the work within one year of acceptance by the city.

The following shall be included with the submittal of construction/improvement plans or submittal of a final map:

11. The plans and final map shall reflect 10 foot wide Public Utility Easements along all street frontages and 5 foot wide Public Utility Easements along all side and rear lot lines.

12. The plans and final map shall show the East side of Center Drive to be improved to urban standards from the southerly project boundary to the northerly boundary including that portion fronting BLM property.
13. The map shall show a six foot wide pedestrian connection from Juniper Peak Drive to Center Drive between lots 17 and 18.
14. All streets including Center Drive shall include street lights, pursuant to City Standards. The map shall reflect their proposed positions.
15. The map shall show a six foot wide pedestrian connection from Arc Dome Drive to Center Drive between Lots 15 and 17.
16. Each phase of the development will be required to submit a set of improvement plans for all on-site and off-site improvements necessary to complete that specific phase.
17. The map shall show a watermain extending from Sugarloaf Peak Drive between lots 10 and 11 to the south running next to the temporary sewer pump station.
18. The applicant will provide on-site bus stops that will be incorporated in the site planning of the proposed project per Carson City School District regulations.
19. Placement of all utilities shall be underground within the development.
20. Improvement plans for the final map phase that includes the 251st residential lot shall include all remaining improvements for open space, park areas and paths for the entire development. Park, open space and path improvements shall be constructed or bonded for prior to recording the final map; however, a notice of completion for all park, open space and path improvements must be issued prior to issuance of building permits for the 251st or subsequent residential lots.
21. All fencing on corner lots must meet sight distance area requirements of CCMC Development Standards Division 1, Land Use and Site Design.
22. All landscaping proposed within the subdivision on site shall be in compliance with CCMC Development Standards Division 3, Landscaping.
23. No improvements shall begin within the limits of the special flood hazard area of Clear Creek without first obtaining City authorization from the Floodplain Manager and following the provisions of CCMC 12.09.

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24. The North Douglas County Specific Plan identifies bike lanes on both Topsy Lane and Center Drive. These bike lanes shall be incorporated with the improvements to Topsy Lane and Center Drive.
25. Separation requirements between proposed sewer and storm drain lines and Douglas County's new well should be considered in the proposed development by the applicant.
26. Street trees shall be provided along Race Track Road/Topsy Lane connections between Schulz Drive and Center Drive, spaced on average at 40 foot intervals. Species grouping and diversity is mandatory and to be approved by the Planning Division Staff.
27. An east-west linear park pathway system will be provided adjacent to Topsy Lane/Race Track Road. This will provide connectivity for bicycle circulation via five foot on street lanes and pedestrian connectivity via a eight foot pathway on the south side of the roadway system. The eight foot pathway will be provided with a 30 foot area to allow for a landscaped linear park. The 30 foot width may be reduced near intersections where additional width is required. A 10 foot wide landscape area will be provided on the north side of the roadway to provide landscape continuity.
28. North-South circulation between the neighborhood park and the detention basin parks shall be provided adjacent to neighborhood streets with a 10 foot landscaped parkway and six foot sidewalk which will be incorporated into the parks system to provide linear connectivity and continuity.
29. The Clear Creek flood plain in the northeast portion of the SR-SPA area shall be retained in open space as part of the development, and may be incorporated into the project storm-water and water quality control facilities. The development shall meet all local, state and federal requirements for drainage, storm-water maintenance and water quality control.
30. The developer must meet all applicable local, state and federal environmental standards in the removal and clean up of the race track facilities.
31. Municipal water and sewer facilities, as well as natural gas, electric and cable television services shall be extended to serve the development.

The following must be submitted or included with the final subdivision map:

32. The map shall reflect that any landscaped area, as well as within the right-of-way, is to be maintained by Carson City and paid for by a neighborhood landscape maintenance district.

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33. Notes shall be added to the final map:
 - A. "All shared access driveways are privately maintained."
 - B. "Individual driveway access onto Topsy Lane/Race Track Road and Center Drive is prohibited."
 - C. "Lots at the perimeter of the SR-SPA area adjacent to existing residential parcels shall be limited to the development of one-story homes."
 - D. "These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance."
 - E. "All development shall be in accord with Tentative Map (TSM-05-144)."
34. All street names shall be reviewed and approved by Carson City's GIS Department. The approved names shall be shown on the final map.
35. All final maps shall be in substantially in accordance with the approved tentative map.
36. All other departments' and State agencies conditions of approval, which are attached, shall be incorporated as conditions of approval.
37. A copy of the signed Notice of Decision.
38. Evidence from the City Health Department and Fire Department that the applicable department's requirements have been satisfied, including but not limited to the location of all fire hydrants.
39. A variety of home models shall be provided and proposed house models shall be submitted pursuant to SPA policy SR-3.1.
40. Homes shall be oriented as to not have rear yards on streets, excluding Topsy Lane and Center Drive. Individual driveway access onto Topsy Lane/Race Track Road and Center Drive are prohibited.
41. A minimum of three typical landscape schemes for each neighborhood shall be submitted. Front yard landscaping and irrigation shall be provided by the developer(s). Landscaping will include a minimum of two trees (1 1/2 inch caliper deciduous or five foot high evergreen) and 12 five gallon mix of evergreen and deciduous shrubs. Evergreen trees depending on species shall be planted a minimum of 10 feet from back of sidewalks. Turf and/or ground cover area shall also be provided in the landscape alternatives.

The following are general conditions of approval:

42. Any lots and/or phased areas not planned for immediate development shall be left undisturbed and no mass grading and clearing of natural vegetation shall be allowed.
43. All disturbed areas are required to have a palliative applied for dust control. Any and all grading shall comply with State and City regulations.
44. Building permits for home construction shall not be issued until streets and infrastructure improvements are deemed substantially complete by the City Engineer.
45. Hours of construction shall 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, no construction on Sunday. If the hours of construction are not adhered to, the Carson City Building and Safety Division 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.
46. A Final Subdivision Map for the property must be recorded within two years of the date of Tentative Subdivision Map approval by the Board of Supervisors. The applicant is responsible for complying with the required conditions of approval and submitting a final map that complies to all conditions of approval at least 30 days prior to the tentative map expiration date. A one-year extension of the tentative map approval period may be granted by the Board of Supervisors upon written request at least 30 days prior to the tentative map expiration date.
47. All structure development within the project must fully meet the policies of the Schulz Ranch Specific Plan Area (SR-SPA).
48. Should the applicant or his/her contractors uncover historic or pre-historic archeological remains, they are required to cease all ground disturbances or construction activities in the immediate area and immediately (that day) contact the State Department of Cultural Affairs, Cultural Office of the Washoe Tribe and the State Historic Preservation Office for instructions regarding proper handling and disposition.
49. The Schulz Ranch Development shall provide a noise and odor easement on behalf of the adjacent one acre residential parcels to the City for review and approval; to be recorded against the subdivision. As part of the easement and sales disclosure, the applicant shall disclose that the surrounding properties have the privilege to have animals, fowl etc. associated with the primary permitted uses on site.

STIPULATIONS:

1. Along the northeastern border of the Schulz Ranch Development the applicant will work with the Washoe Tribe on acceptable fencing treatments.
2. The developer will provide an archeological report to staff and the Washoe Tribe prior to the commencement of grading and trenching of the subject site and during grading and trenching, the developer shall have a archeological monitor on site to review the activities.
3. The noise and odor easement as referenced in condition #49 must be included in the developments Conditions, Covenants, and Restrictions (CC & R's) recorded documents.

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



Walter A. Sullivan, Director AICP
Planning and Community Development Department

Mailed 10/21/05, By Rea Thompson

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EXHIBIT "C"

APNs 009-311-03, 08, 09, 10, 14, 15, & 47

RECORDED AT THE
REQUEST OF

CARSON CITY CLERK TO
THE BOARD

2005 NOV 15 AM 8:44

FILE NO. 345949

ALAN GLOYER
CARSON CITY RECORDER

FEES MC DEP 10

ORDINANCE NO. 2005-30

BILL NO. 129

AN ORDINANCE EFFECTING A ZONING MAP AMENDMENT TO
CHANGE THE ZONING FROM MOBILE HOME ONE ACRE (MH1A)
AND SINGLE FAMILY ONE ACRE (SF1A) TO SINGLE FAMILY 6,000
(SF6) ON PROPERTY LOCATED GENERALLY WEST OF BIGELOW
DRIVE, EAST OF CENTER DRIVE AND THE CARSON CITY/DOUGLAS
COUNTY BOUNDARY LINE AND SOUTH OF CLEAR CREEK; AT 1200,
1301 AND 1351 RACE TRACK ROAD AND 6501, 6701 AND 7001
CENTER DRIVE, ASSESSORS PARCEL NUMBERS 009-311-03, -08, -09,
-10, -14, -15 & -47.

Fiscal Effect: None

THE CARSON CITY BOARD OF SUPERVISORS HEREBY ORDAIN:

SECTION I:

An application for a Zoning Map Amendment on Assessor's Parcel Numbers 009-311-03, -08, -09, -10, -14, -15 & -47, on property in the Racetrack Road vicinity, Carson City, Nevada, was duly submitted by the Carson City Planning Division in accordance with Section 18.02.075, et seq. of the Carson City Municipal Code (CCMC). The requested change will result in the zoning designation of the subject parcel being changed from Mobile Home One Acre (MH1A) and Single Family One Acre (SF1A) to Single Family 6,000 (SF6). On September 28, 2005, the Planning Commission voted 7 ayes and 0 nays to recommend to the Board of Supervisors approval of the

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Zoning Map Amendment.

SECTION II:

Based on the findings that the Zoning Map Amendment would be in keeping with the objectives of the Master Plan, that the Amendment would be beneficial and not detrimental to the immediate vicinity, that the community as a whole would receive merit and value from the change, that adequate consideration for surrounding properties has been made, and that the request satisfied all other requirements for findings of fact enumerated in CCMC Section 18.02.075(5), the zoning map of Carson City is amended for Assessor's Parcel Numbers 009-311-03,-08,-09,-10,-14,-15 & -47, changing the zoning designation from Mobile Home One Acre (MH1A) and Single Family One Acre (SF1A) to Single Family 6,000 (SF6), as shown on Exhibit "A."

PROPOSED this 20th day of October, 2005.

PROPOSED BY Supervisor Richard S. Staub

PASSED on the 3rd day of November , 2005.

VOTE: AYES:

Robin Williamson

Shelly Aldean

Pete Livermore

Richard S. Staub

NAYS: None

ABSENT: Mary Teixeira, Mayor

for Robin Y. Williamson
MARV TEIXEIRA, Mayor

for MARV TEIXEIRA, Mayor

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ATTEST:

CLERK'S

Alan Glover
ALAN GLOVER, Clerk-Recorder

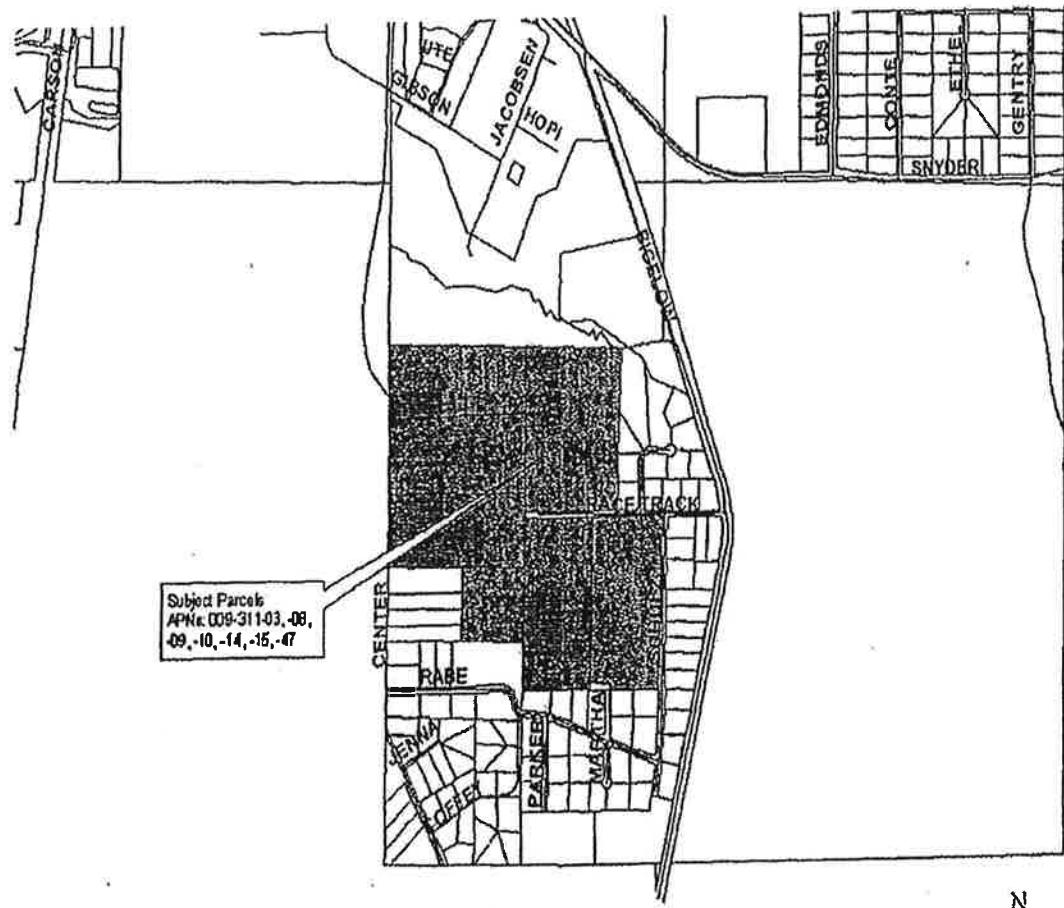
This ordinance shall be in force and effect from and after the

7th of November, 2005.

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EXHIBIT "A"



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EXHIBIT "D"

Plan Areas 8-1



Chapter 8: Specific Plan Areas

INTRODUCTION

Carson City adopted an ordinance effective July 17, 1995 permitting the use of Specific Plan Areas (SPAs) within the City's Master Plan. Based on this ordinance, contained in Chapter 18.02.070, of the City's Municipal Code, four Specific Plan Areas have been identified on the Land Use Map. They include the following:

- Schulz Ranch Specific Plan Area (SR-SPA);
- Brown Street Specific Plan Area (BS-SPA);
- Lompa Ranch Specific Plan Area (LR-SPA); and
- Eastern Portal—Virginia & Truckee Railroad Gateway Specific Plan Area (V&T-SPA).

A Specific Plan Area designation requires development proposals within the area to be reviewed in a comprehensive manner, based on a set of adopted policies. Policies address planning issues or objectives specific to the Specific Plan Area, and typically relate to topics such as land use; community character and design; circulation and access; parks and open space; infrastructure, services, and facilities; and cultural and environmental resources.

The policies are not intended to be all encompassing; rather, they are intended to provide a framework for the development of an overall master plan for the area which must be prepared prior to development. Upon adoption of a Specific Plan Area application, the Land Use Map will be updated and the revised policies incorporated into this chapter.

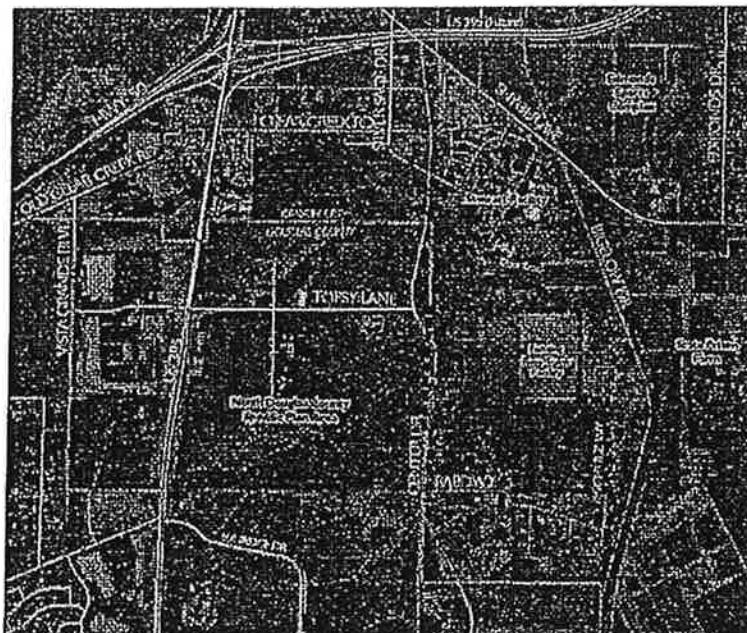
SCHULZ RANCH SPECIFIC PLAN AREA (SR-SPA)

The intent of the Schulz Ranch Specific Plan Area (SR-SPA) is to establish policies that provide a framework for the incorporation of additional housing in the area following the closure of the Race Track in a manner that:

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- ensures the compatibility of future development with an established suburban neighborhood in the area and future development on adjacent property in Douglas County;
- protects the natural features of the site and of surrounding lands;
- provides a distinct benefit to and protects the quality of life for existing and future residents in the area; and
- ensures that appropriate public facilities and services will be provided to serve the area.

LOCATION AND APPLICABILITY



The SR-SPA is located south of the City's existing urbanized area between Bigelow Drive and Center Street, as identified on the map on the map above.

DEVELOPMENT CONTEXT

The SR-SPA abuts the North Douglas County Specific Plan Area on the west, much of which is currently vacant, but is planned for a range of commercial (adjacent to Highway 395, approximately 160 acres), public facilities, single-family residential uses (8,000-12,000 square foot lots on approximately 158 acres), and open space. The area abuts property owned by the Washoe Tribe to the north, between

Clear Creek and the Plan area. The Stewart Facility, owned by the State, is located north of Clear Creek and used for a variety of purposes, including State offices and training facilities. On the south lie additional vacant lands within Douglas County which are not included in the North Douglas County Specific Plan Area. The State Prison Farm is located to the east, across Bigelow Drive.

SR-SPA LAND USE POLICIES

SR-SPA 1.1—Master Plan and Zoning Designation

Parcel A shall be designated Medium Density Residential (4 to 10 dwelling units per acre) on the Master Plan Land Use Map. Parcel A shall be zoned Single Family 6000 (SF6) on the official zoning map of Carson City only upon approval of a tentative map for the property on which the race track facilities are located. Development of Parcel A will be by subdivision, planned unit development, or common open space subdivision encouraging a development with varying lot sizes.

SR-SPA 1.2—Variety of Lot Sizes and Setbacks

A variety of lot sizes shall be provided to allow for a gradual transition in density between existing 1-acre lots and the more urban development pattern permitted and to encourage a diversity of housing types. To accomplish this, the following standards shall apply:

- Lots may range from 2,500 square feet to 1-acre in size;
- Subdivisions within Parcel A shall provide a minimum of three distinctly different neighborhoods with different lot sizes;
- Smaller lots shall generally be located in the northwest portion of Area A to provide a transition to larger lots adjacent to existing one-acre residential lots.
- A variety of setbacks is encouraged.
 - Where larger buffer lots are required on the perimeter of Parcel A, setbacks from parcels in Area B shall be a minimum of 30 feet, whether front or rear yards. Opposite yards from those facing Area B may be a minimum of 20 feet. Side yards on such lots shall be a minimum of 10 feet.
 - Where lots are 4,500 square feet or larger, minimum setbacks are as follows: Front and rear yards: 15 feet; side yards: 5 feet. A 20 foot driveway shall be provided from the property line to the face of the garage.

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- Where lots are smaller than 4,500 square feet, setbacks may either conform to the standards for lots 4,500 square feet or larger or alternative setbacks may be determined with the tentative map submittal.
- Corner lots shall be larger, as necessary, to allow adequate vehicle and pedestrian sight distance. Driveways, fences and on-street parking shall not interfere with vehicle and pedestrian sight distances.

For the purposes of satisfying the above standards, a distinctly different lot size shall vary by a minimum of 500 square feet from other lot sizes provided. Larger lots may be used around the perimeter as a transition.

SR-SPA 1.3—Phasing of Development

A phasing plan for Parcel A shall be submitted for review and approval with any development application for that area. For any subdivision of property on Parcel A to lots of less than one acre in size, the property on which the race track facilities are located shall be identified and developed as part of the overall development plan. Prior to the issuance of the first certificate of occupancy within Parcel A, the racetrack shall cease all operations.

SR-SPA 1.4—Disclosure of Adjacent Uses

The sale of homes within Area A shall include a disclosure that properties in the vicinity are permitted to keep horses and other livestock and the property may be impacted by odors, dust, noise and other affects associated with the keeping of livestock.

V&T SPA—1.5 Drako Way Vicinity Land Use Change

The land use designation of the property in the vicinity of Drako Way, east of the V&T railroad alignment, shall be changed by Carson City from Industrial to Mixed-Use Commercial and/or Mixed-Use Residential upon removal of the old landfill identified on the site or with approved engineering controls in accordance with NDEP standards upon development of the property.

SR-SPA CIRCULATION AND ACCESS POLICIES

SR-SPA 2.1—Interconnected Street Network

An interconnected system of streets shall be established to provide efficient on and off-site connections, disperse traffic, and accommodate a variety of modes of transportation including motor

444869

Plan Areas 8-5

vehicles, bicycles, and pedestrians. Developing isolated neighborhood street networks that only serve small segments of a particular development or the SPA is strongly discouraged. All local residential streets shall provide both sides on-street parking.

SR-SPA 2.2—Topsy Lane Connection

Right-of-way for the extension of Topsy Lane, through Parcel A, from Center Drive to Schulz Drive shall be provided (at a minimum) to collector street standards. The street section shall include a bicycle lane on both sides of the street. A non-standard sidewalk/pathway, 8 feet in width, separated from the roadway with a minimum landscape buffer of 5 feet, shall be provided on one side of the street. The Topsy Lane extension, including linear park and multi-use trail facilities, may be constructed in one or two phases, provided that the first phases of development are served by at least two paved accesses per Carson City standards. If the extension is constructed in two phases, the final improvement plans that complete the connection shall be submitted with the final map containing the 251st lot.

SR-SPA 2.3—Pedestrian and Bicycle Connections

A system of pedestrian and bicycle connections shall be provided as specified on the City's adopted Unified Pathways Master Plan to establish visual and physical connections to and between the following:

- Any sidewalks, trails, or walkways on adjacent properties that extend to the boundaries shared within the development;
- Any adjacent public park, open space, or civic use including but not limited to schools and public recreation facilities;
- Edmonds Sports Complex;
- Stewart Facility;
- Clear Creek Corridor;
- Bigelow Drive and Center Drive;
- Future City Recreation Center;
- V&T right-of-way along the Carson River; and
- North Douglas County Specific Plan open space areas.

SR-SPA 2.4—Traffic Analysis

An evaluation of the condition of Bigelow Drive and Center Drive shall be conducted in conjunction with a traffic analysis upon review of the development plan for Parcel A to determine the impacts and adequacy of the existing roads to accommodate additional traffic. Developer participation in any necessary



upgrades to the roadways to accommodate the additional traffic generated from the development may be considered based on the results of the road evaluation and traffic study.

SR-SPA COMMUNITY CHARACTER AND DESIGN POLICIES

SR-SPA 3.1—Varied Streetscapes

To promote more interesting streetscapes and offer consumers a wider choice of housing styles, a variety of home models shall be provided. To accomplish this, the following standards shall apply:

- Subdivisions with 150 or more units shall provide a minimum of four distinctly different homes models.
- Subdivisions with less than 150 units shall provide a minimum of 3 distinctly different homes models.

For the purposes of satisfying the above standard, each model home elevation shall distinctly differ from other home elevations in a minimum of three of the following areas:

- The placement of all windows and doors on the front façade elevation.
- The use of different materials on the front façade elevation.
- Substantial variation in the location and/or proportion of garages and garage doors.
 - The width of the front façade elevation must differ more than two feet.
 - Variation in the location and proportion of front porches.
 - Substantial variations in roof-lines and/or in the angle of roof runs.
 - Use of roof dormers.
 - A variation of building types, i.e., ranch, two-story, and split level.
 - Window shapes that are substantially different.
 - Use of different roof materials.
 - Other distinct design variations approved by the City.
- Additionally, new residential structures on lots 70 feet or wider shall use a minimum of three of the following techniques and new residential structures on lots narrower than 70 feet shall use a minimum of two of the following techniques to reduce the prominence of garages, promote pedestrian activity and create visual diversity in the neighborhood:

- **House forward** – Living areas that extend a minimum of five feet in front of the garage face.
- **Front porches** – A 60 square foot or larger covered front porch that extends a minimum of 6 feet in front of the living area.
- **Courtyards** – A 60 square foot or larger front yard courtyard with a hard finished floor surface (concrete, wood, brick, pavers, etc.) and walls not exceeding three feet in height, extending a minimum of three feet in front of the garage face.
- **Varied front setback** – Front setbacks of adjacent homes on the same side of the street vary by a minimum of three feet.
- **Garage orientation** – Garage doors that do not face the street (i.e. provide side loaded garages) with front elevations of garages that are architecturally consistent with the living area front elevation.
- **Reduced garage width** – Garages that do not exceed 40% of the front elevation.
- **Enhanced landscaping** – On lots narrower than 70 feet, a minimum of one additional 2-inch caliper tree is provided in the front yard. On lots 70 feet or wider, a minimum of two additional 2-inch caliper trees are provided in the front yard. In addition, the entire front yard area is landscaped and irrigated. A maximum 10% of the front yard landscaping may consist of empty shrub beds with landscape fabric and irrigation to provide homebuyers with landscape options. Bare dirt shall be prohibited in front yards.
- **Front door path** – A three foot or wider path that is physically separated from the driveway is provided from the sidewalk to the front door.
- **Structure articulation** – A minimum of four separate roof planes are incorporated within the front elevation and the front elevation contains a minimum of two wall planes that are offset by a minimum of three feet.

SR-SPA 3.2—Building Orientation

Homes shall be oriented so as to not back (rear yards) onto streets, excluding Topsy Lane and Center Drive. Individual driveway access onto Topsy Lane/Race Track Road and Center Drive is prohibited.

SR-SPA 3.3—Development Compatibility

A transition in development intensity shall be provided between urban residential uses and rural residential uses. Transitions may

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be accomplished through the use of open space buffers, larger lot sizes, or a combination of these methods.

SR-SPA 3.4—Street Trees

Street trees shall be provided along the Race Track Road/Topsy Lane connection between Schulz Drive and Center Drive, spaced on average at 40-foot intervals. Species grouping and diversity is encouraged.

SR-SPA 3.5—Front Yard Landscaping

Front yard landscaping and irrigation shall be provided by the developer(s) of each subdivision. Landscaping shall include a minimum of two trees (1-1/2 inch caliper deciduous or five foot high evergreen) and 12 five gallon mix of evergreen and deciduous shrubs. Evergreen trees shall be planted a minimum of 20 feet from back of sidewalks. Turf and/or groundcover areas shall also be provided in the landscape alternatives. A minimum of three typical landscape schemes for each neighborhood shall be provided with development approval.

SR-SPA 3.6—Buffer Lots

Lots abutting existing residential parcels at the perimeter of Area A shall be created as generally depicted in the conceptual plan identified with this document and shall be limited to the development of one-story homes.

SR-SPA PARKS AND OPEN SPACE POLICIES

SR-SPA 4.1—Regional Open Space Network

Open space within the SR-SPA should serve as an extension of open space designated within the North Douglas County Specific Plan, creating a unified system that serves both Carson City and Douglas County residents in the future. A Linear Park connection adjacent to Topsy Lane/Race Track Road will be provided to a centrally located neighborhood park within Parcel A.

SR-SPA 4.2—Neighborhood Parks

A 3-1/2 to 5 acre neighborhood park shall be centrally located within the Parcel A development area. The park will be integrated into the overall layout and design of the surrounding neighborhoods and function as a central component of a linear park/pathway system that provides east-west and north-south connectivity to Parks detention areas and adjacent properties.

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SR-SPA 4.3—Parks Detention Basin/Natural Areas

Detention basin facilities will be required in the northern and southern areas of Parcel A. The Parks and Recreation Department is interested in these sites as park facilities integrated into the neighborhood design and connected to the neighborhood park via the linear park/pathway system. A natural passive setting is anticipated at the site adjacent to Clear Creek in the northern portion of Parcel A and a developed passive setting is anticipated for the southerly site.

SR-SPA 4.4—Linear Park/Pathway System

An east-west linear park/pathway system will be provided adjacent to Topsy Lane/Racetrack Road. This will provide connectivity for bicycle circulation via 5 foot on street bike lanes and pedestrian connectivity via an 8 foot pathway on the south side of the roadway section. The 8 foot pathway will be provided within a 30-foot area to allow for a landscaped linear park. The 30-foot width may be reduced near intersections where additional lane width is required. A 10-foot wide landscaped area will be provided on the north side of the roadway to provide landscape continuity.

North-south circulation between the neighborhood park and the detention basin parks will be provided adjacent to neighborhood streets with a 10-foot landscaped parkway and 6 foot sidewalk which will be incorporated into the parks system to provide linear connectivity and continuity.

SR-SPA 4.5—Clear Creek Corridor

The Clear Creek corridor represents a valuable natural resource and amenity for Carson City, the Stewart Facility, and this development area. As a result, direct public access to the Clear Creek corridor is important to the City. Incorporation of a detention basin park in this area provides a creek crossing point for future access to the Stewart Facility.

SR-SPA-4.6—Design Approval

Conceptual site designs for the neighborhood park, the linear parks, and the detention basin parks will be presented to the Parks and Recreation Commission, the Planning Commission, and the Board of Supervisors for final approval.

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SR-SPA INFRASTRUCTURE SERVICES AND FACILITIES POLICIES

SR-SPA 5.1—Extension of Public Utilities

Municipal water and sewer facilities, as well as natural gas, electric, and cable television services shall be extended to serve the development.

SR-SPA 5.2—Connection of Existing Residences to Community Water and Sewer Facilities

Existing residences on individual wells and/or septic systems shall not be required to connect to the municipal water and wastewater facility as a result of the proposed development within Areas A or B, except as may be required by the State of Nevada or other Carson City ordinances or regulations.

SR-SPA CULTURAL AND ENVIRONMENTAL RESOURCES POLICIES

SR-SPA 6.1—Clear Creek

The Clear Creek floodplain in the northeast portion of Area A shall be retained in open space as part of the development, and may be incorporated into the project stormwater and water quality control facilities. The development shall meet all local, state and federal requirements for drainage, stormwater maintenance access and water quality control.

SR-SPA 6.2—Race Track Demolition

The developer shall be responsible for meeting all applicable local, state and federal environmental laws in the removal of the race track facilities.

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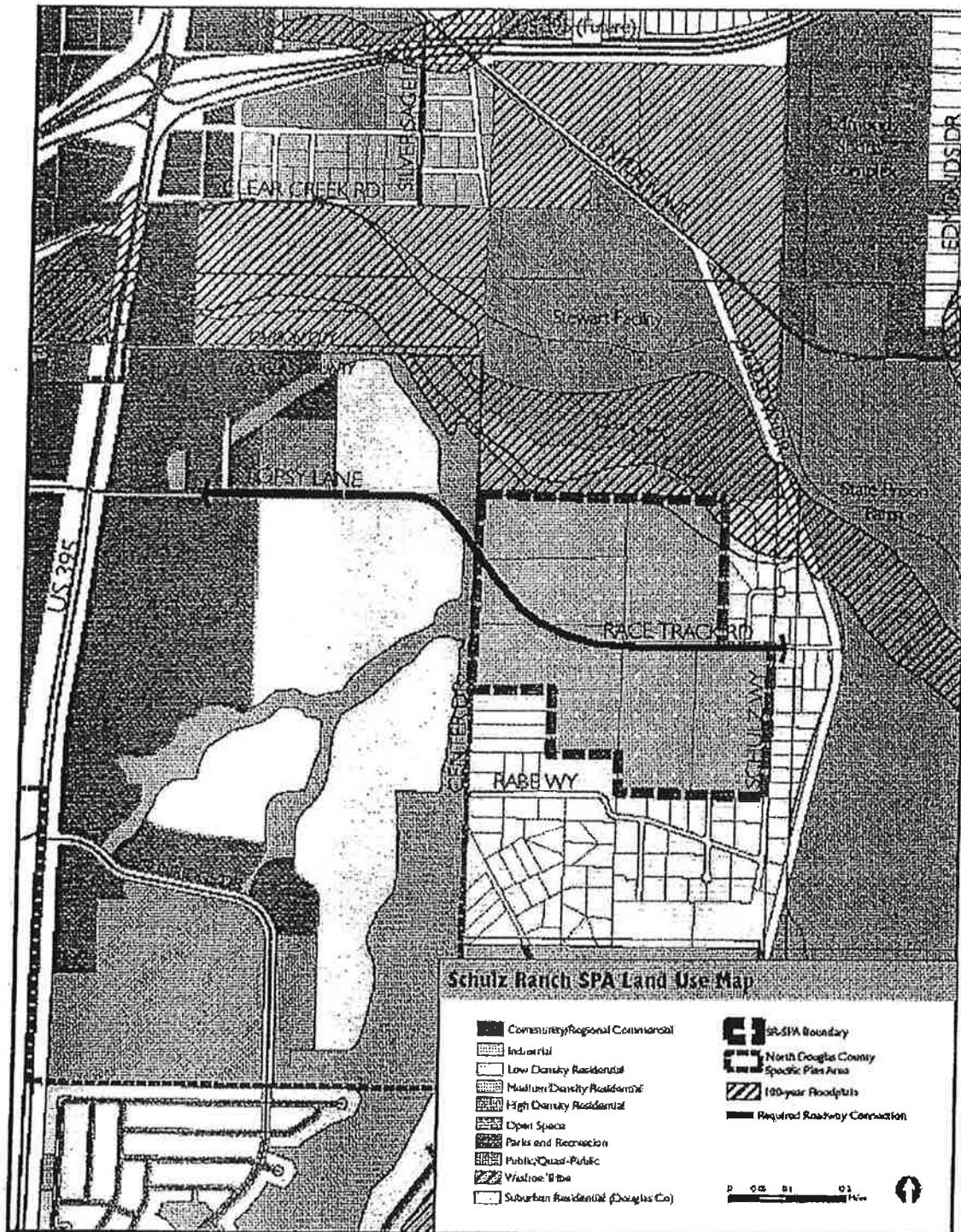


EXHIBIT "F"



CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL
DEVELOPMENT SERVICES

REC'D 27 2008

Orig -file
copy: Mark
Paul

BOARD OF SUPERVISORS
August 21, 2008

NOTICE OF DECISION

A request for approval was received from Manhard Consulting, Ltd (property owner: Schulz Ranch Developers, LLC) of a one year extension for the filing of a final map for the subdivision known as Schulz Ranch, located between Center Drive and Bigelow Drive, pursuant to the requirements of the Carson City Municipal Code.

The Board of Supervisors conducted a public hearing on August 21, 2008, in conformance with the City and State legal requirements, and the Board of Supervisors approved the one year extension for the filing of the Schulz Ranch Tentative Map (TSM-05-144), to remain valid until August 21, 2009, pursuant to the requirements of the Carson City Municipal Code.

This decision was made on a vote of 5 Ayes, 0 Nays.



Lee Plemel, Planning Director

LP/jmb

Mailed: 8/26/08

By: JB

444869

PLANNING DIVISION • 2621 Northgate Lane, Suite 62 • Carson City, Nevada 89706
Phone: (775) 887-2180 Fax: (775) 887-2278 E-mail: plandiv@ci.carson-city.nv.us



Carson City Planning Division

2621 Northgate Lane, Suite 62

Carson City, Nevada 89706

(775) 887-2180

Plandiv@ci.carson-city.nv.us

www.carson-city.nv.us

MEMO TO: Mayor and Board of Supervisors

FROM: Planning Division *JH*

DATE: August 21, 2008

SUBJECT: Action to consider an extension of one year for the filing of a subsequent final map phase for the Tentative Subdivision Map known as Schulz Ranch. (TSM-05-144)

Pursuant to the Carson City Municipal Code Title 17.06.015, Time Limits for Recording, specific final map filing dates for all phases may be extended upon application to the Board, but in no event shall the dates exceed 12 months from the previously established final filing date.

From the Planning Division records, Parcel Map, PM-07-067, was the last final map recorded for Schulz Ranch Tentative Map; PM-07-067 was recorded on August 21, 2007. The Project Planner, Paul Dalka, Manhard Consulting LTD., states that due to difficulties with the final coordination of the project and the state of the residential housing market at this time, a Final Map cannot be recorded prior to the expiration date. The applicant is requesting the filing timeframe to be extended from August 21, 2008 to August 21, 2009.

RECOMMENDATION

Recommended Motion: "I move to approve a one-year extension to allow the Schulz Ranch Tentative Map approval to remain valid, and the filing timeframe to be extended from August 21, 2008 to August 21, 2009."

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APR 28 2008
CARSON CITY
PLANNING DIVISION

Civil Engineers
Surveyors
Water Resources Engineers
Water & Wastewater Engineers
Construction Managers
Environmental Scientists
Landscape Architects
Planners

April 28, 2008

Carson City Planning Division
Mr. Lee Plemel, AICP, Director, Principal Planner
2621 Northgate Way, Suite 62
Carson City, NV 89706

RE: Extension of Time Request for Schulz Ranch Tentative Subdivision Map (TSM-05-144)

Dear Mr. Plemel:

Schulz Ranch Developers, LLC in conjunction with Manhard Consulting, Ltd. respectfully requests an extension time for the Schulz Ranch Tentative Subdivision Map. The original approval conditioned a Common Open Space Development of 521 residential lots, as specified in the Schulz Ranch Specific Plan Area document. The property is located between Center Drive and Bigelow Drive on Assessor's Parcel Numbers 009-311-03, -08, -09, -10, -14, -15 and 47.

According to the Nevada Revised Statutes (NRS) 278.360 (1.c), a one-year extension may be granted by the Board of Supervisors upon written request submitted at least 30 days prior to the tentative map expiration date. Pursuant to conversations with Carson City Planning staff, Carson City considers the parcel maps that have been recorded on the Schulz Ranch Developers, LLC property as "final maps" for the purpose of recording maps in compliance with the tentative map approval pursuant to NRS 278.360.

The last Final Parcel Map for Schulz Ranch was recorded on August 21, 2007. The tentative map would now expire on August 21, 2008, unless another final map is recorded by that date or an extension of one year is granted pursuant to NRS 278.360(1.c). Due to difficulties with the final coordination of the project and the state of the residential housing market at this time, a Final Map cannot be recorded prior to the expiration date.

Once again, we respectfully request an extension time for the Schulz Ranch Tentative Subdivision Map. If you have any questions regarding this request, please do not hesitate to contact me at 882-5630 extension 4912 or via email at pdalka@manhard.com.

Sincerely,

A handwritten signature in black ink that reads "Paul L. Dalka".

Paul L. Dalka
Project Planner

Manhard Consulting, Ltd

3476 Executive Pointe Way, Suite 12 Carson City, Nevada 89706

tel: (775) 882-5630 • fax: (775) 885-7202 • www.manhard.com

ARIZONA • CALIFORNIA • COLORADO • GEORGIA • ILLINOIS • INDIANA • NEVADA

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EXHIBIT "G"

CARSON CITY, NEVADA

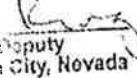
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL
DEVELOPMENT SERVICES



BOARD OF SUPERVISORS
AUGUST 20, 2009

Time 5:00 PM

SE - 4 2009

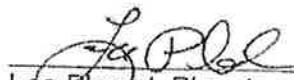
By  Deputy
Carson City, Nevada

NOTICE OF DECISION

A request was received, TSM-05-144, for approval of a two-year extension of the Final Map for a Tentative Subdivision Map known as Schultz Ranch, located between Center Drive and Bigelow Drive, pursuant to the requirements of the Carson City Municipal Code.

The Board of Supervisors conducted a public hearing on August 20, 2009, in conformance with the City and State legal requirements, and approved the two-year extension of the Final Map for a Tentative Subdivision Map known as Schultz Ranch, to remain valid until August 21, 2011, pursuant to the requirements of the Carson City Municipal Code.

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


Lee Pfeifer, Planning Director

LP/jmb

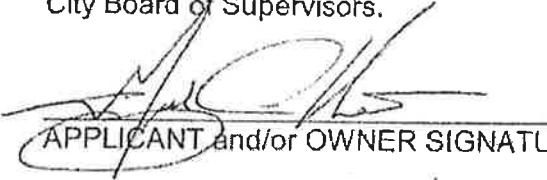
Mailed: 9/4/09 By: RMT

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PLANNING DIVISION • 2621 Northgate Lane, Suite 62 • Carson City, Nevada 89706
Phone: (775) 887-2180 Fax: (775) 887-2278 E-mail: plandiv@ci.carson-city.nv.us

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.


APPLICANT and/or OWNER SIGNATURE


DATE

Mark A. Rötter

(Applicant/Owner Printed Name)

RETURN TO:

Carson City Planning Division
2621 Northgate Lane, Suite 62
Carson City, NV 89706

Enclosures:

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

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EXHIBIT "H"

All that real property situated in Carson City, Nevada more particularly described as follows:

Parcel 3B of Parcel Map No. 2663, Document No. 370575, recorded in the Official Records of Carson City, Nevada on August 3, 2007. Containing approximately 19,507 square feet.

Parcel 1 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 12,887 square feet.

Parcel 2 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 15,485 square feet.

Parcel 3 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 15,333 square feet.

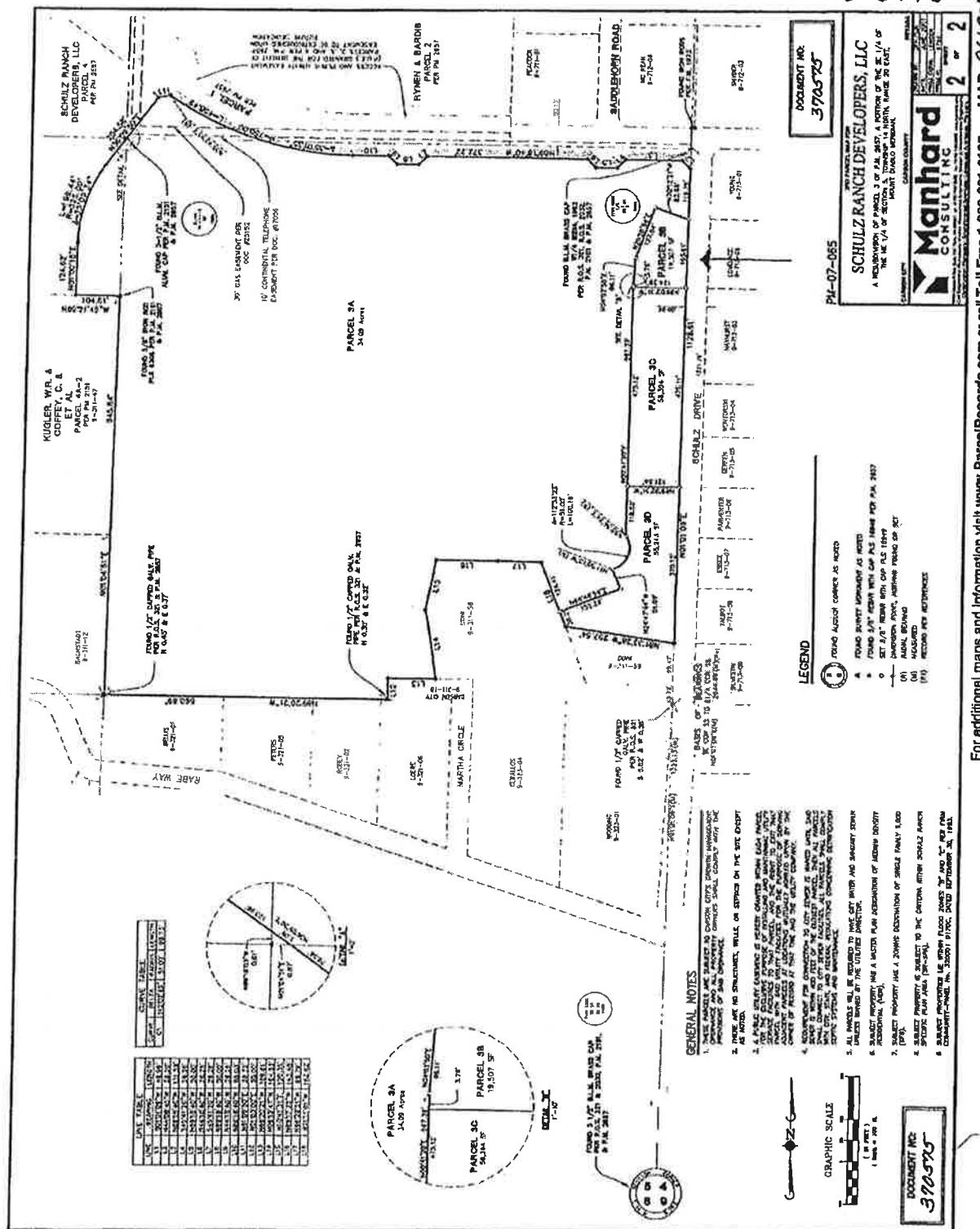
Parcel 4 of Parcel Map No. 2666, Document No. 371192, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 14,687 square feet.

Parcel 1 of Parcel Map No. 2667, Document No. 371193, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 14,984 square feet.

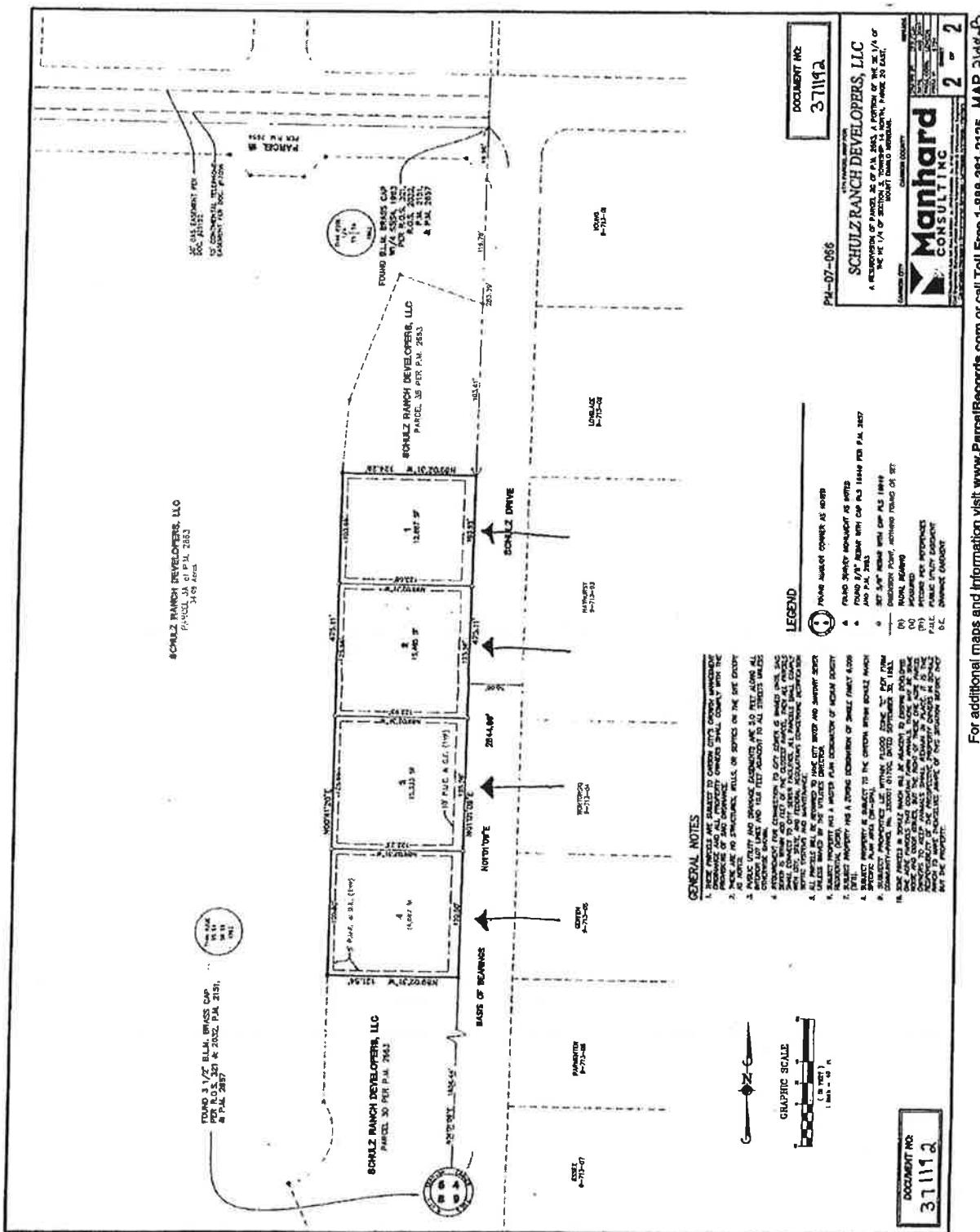
Parcel 2 of Parcel Map No. 2667, Document No. 371193, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 13,733 square feet.

Parcel 4 of Parcel Map No. 2667, Document No. 371193, recorded in the Official Records of Carson City, Nevada on August 21, 2007. Containing approximately 19,929 square feet.

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EXHIBIT "K"

Parcel 4A-2 of Parcel Map No. 2151, Document No. 186516, recorded in the Official Records of Carson City, Nevada on March 11, 1996. Containing approximately 7.94 acres.

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“Exhibit L”

In compliance with *Section II.2.1 Phasing* of the Schulz Ranch Development Agreement, the following summary and the attached exhibits will serve to address the phasing of both the on-site and off-site improvements for the Schulz Ranch Development.

Overall Project Summary

The overall project will include development of the Schulz Ranch Subdivision Neighborhoods 1, 2, 3, and 4. This will include construction of all necessary on-site and off-site infrastructure including constructing Topsy Lane from US 395 to Center Drive, improving the east side of Center Drive along the western project boundary, constructing Buck Mountain Road from Center Drive to Race Track Road, improving Bigelow Drive from Race Track Road to Snyder Avenue, reconstructing the intersection of Snyder Avenue and Bigelow Drive, and improving the intersection of Snyder Avenue and Edmonds Drive. This also includes constructing all local roads, underground utility/drainage facilities, paths, and parks associated with the project.

Neighborhood 1 was revised from "T-Court" residential units to the lower density 70 foot by 100 foot minimum lot sizes. This decreased the parcel count in the neighborhood from 155 lots to 80 lots. These lots will be developed with Phases 1 and 2.

Units per phase breakdown:

Phase 1 = 100 lots

Phase 2 = 105 lots

Phase 3 = 119 lots

Phase 4 = 100 lots

Total (Neighborhoods 1, 2, 3, and 4 only) = 424 lots

All improvements will be in compliance with Carson City Board of Supervisors *Conditions of Approval, October 20, 2005*. Some of the phase summaries below reference specific Conditions of Approval (COA) and describe how they are met by the proposed improvements.

Phase 1

1. Approximately 3,900 lineal feet of two-lane roadway improvements to widen Topsy Lane from US 395 to Center Drive including roadway, bike lanes, grading, drainage, utilities, and erosion control. These improvements will be permitted through Douglas County (See COA 3.d and 27).

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2. Approximately 2,300 lineal feet of 48 foot wide roadway improvements to construct Buck Mountain Road from the Topsy Lane/Center Drive intersection eastward through the intersection of Wheeler Peak Drive including roadways, bike lanes, grading, drainage, utilities, sidewalks/paths, landscaping, and erosion control (See COA 27 and 31).
3. Improvements to the Snyder Avenue/Edmonds Drive intersection will be constructed, if required (See COA 3.d).
4. Install adequate pedestrian crossing signage and striping at the intersections of Center Drive and Clear Creek Avenue and Center Drive and Topsy Lane (See COA 3.d).
5. Construct 40 single family residential units in Neighborhood 1 (Phase 1A) including roadways, grading, drainage, utilities, sidewalks/paths, common area landscaping located in Phase 1A, erosion control, and any required bus stops.
6. Construct 60 single family residential units in Neighborhood 4 (Phase 1B) including roadways, grading, drainage, utilities, sidewalks/paths, common area landscaping located in Phase 1B, erosion control, and any required bus stops.
7. The existing irrigation ditch will be perpetuated through the site (See COA 2).
8. A 12 inch water line will be constructed through Buck Mountain Drive and will tie into an existing 10 inch water main in Bigelow Drive. Adequate looping of the system will be provided via connection to an existing 10 inch parallel main within Race Track Road (See COA 3.a).
9. Buck Mountain Drive from Wheeler Peak Drive to Race Track Road will be graded and surfaced with aggregate base until full improvements are constructed in Phase 3.
10. On-site gravity sanitary sewer (SS) will be constructed along with off-site sanitary sewer eastward through Buck Mountain Drive/Race Track Road and will join the existing main in Bigelow Drive. A sewer report is required to be submitted with this phase to determine any necessary improvements (See COA 3.b).
11. Storm drainage in Phase 1A will be routed via pipe and open channel through the subdivision and a future phase to a proposed detention basin to the northeast within Neighborhood 2. The basin will be located in the 100-year floodplain (FEMA Zone AE) and will be constructed in accordance with all local, state, and federal requirements (See COA 3.c, 23, and 29).
12. Storm drainage in Phase 1B and off-site flows from the west will be routed to a proposed detention basin in the Future Park Site to the east.

~ 444869

13. A drainage report will be submitted with this phase (See COA 3.c).
14. On site bus stops will be constructed per the Carson City School District if required (See COA 18).
15. The proposed home models and landscape schemes will be submitted to Carson City for approval prior to home building permit submittals (See COA 39 and 41).

Phase 2

1. Construct remaining 40 single family residential units in Neighborhood 1 (Phase 2A) including roadways, grading, drainage, utilities, sidewalks/paths, common area landscaping located in Phase 2A, erosion control, and any required bus stops.
2. Construct remaining 65 single family residential units in Neighborhood 4 (Phase 2B) including roadways, grading, drainage, utilities, sidewalks/paths, erosion control, common area landscaping located in Phase 2B, and any required bus stops.
3. Construct a two lane paved roadway from Wheeler Peak Drive the end of the Phase 1 Buck Mountain Road improvements to Race Track Road.
4. Intersection improvements to Bigelow Drive/Snyder Avenue will be constructed (See COA 3.d).
5. The existing irrigation ditch will be perpetuated through the site (See COA 2).
6. Proposed underground utilities will join existing utility stubs constructed with Phase 1. A sewer report will be submitted with this phase (See COA 3.b).
7. Storm drainage in Phase 2A will join existing storm drain stubs and be routed via pipe and open channel to the existing detention basin in the northeast corner of Neighborhood 2 constructed with Phase 1A.
8. Storm drainage in Phase 2B will join the existing storm drain network constructed with Phase 1B.
9. On site bus stops for schools and Jump Around Carson (JAC) will be constructed per the Carson City School District and Carson City Transportation if required (See COA 18). The location of these stops, if any, are to be determined.
10. Approximately 1,700 lineal feet of 30 foot wide roadway improvements to construct Center Drive along the western project boundary including roadway, bike lanes, grading, drainage, utilities, and erosion control. (See COA 12 and 24).

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11. The proposed home models and landscape schemes will be submitted to Carson City for approval prior to home building permit submittals (See COA 39 and 41).

Phase 3

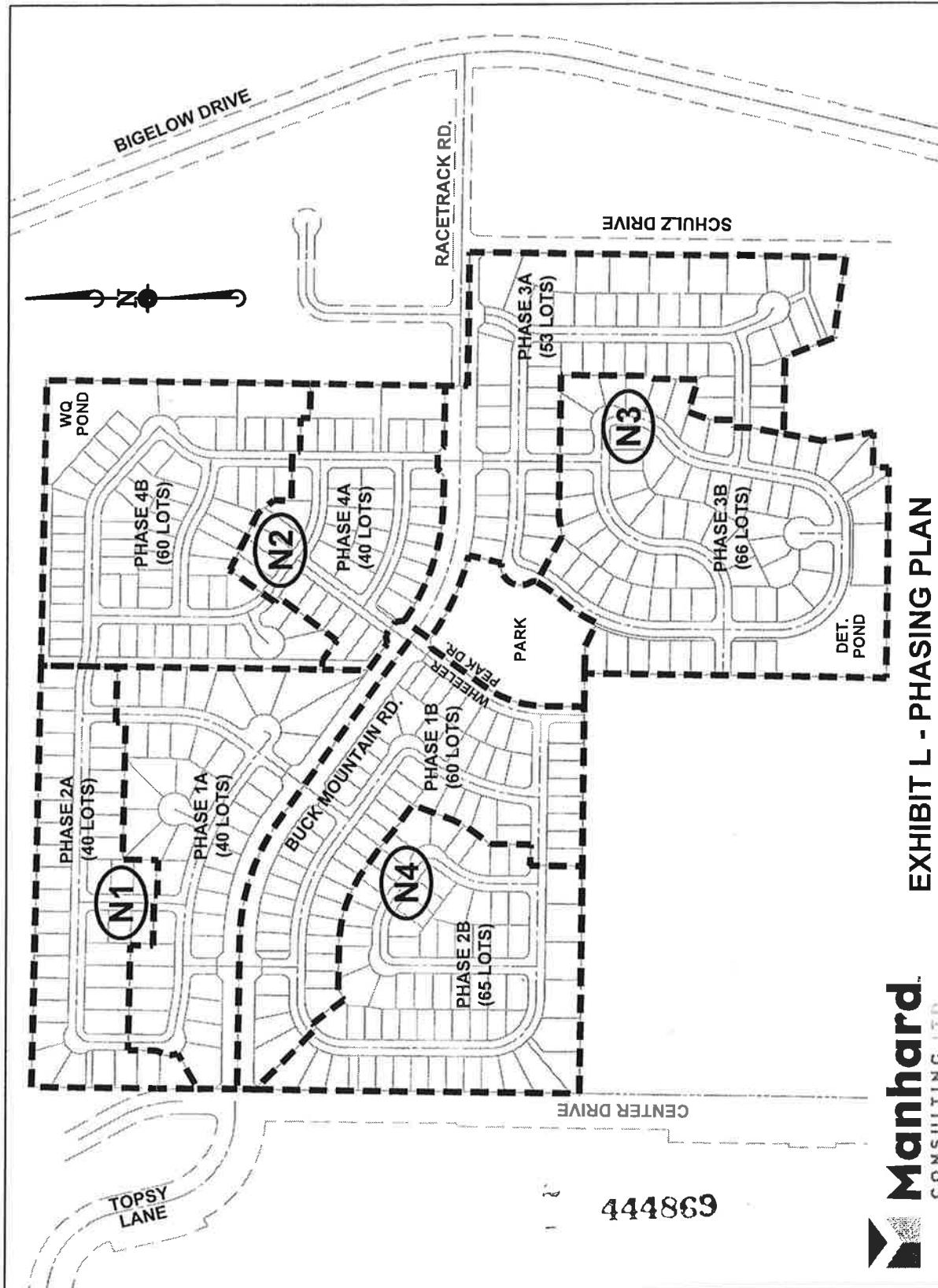
1. Construct remaining Buck Mountain Drive/Race Track Road and Bigelow Drive improvements including landscaping. A 10 foot wide multi-use path is proposed along Bigelow Drive in lieu of on street bike lanes (See COA 3.d).
2. Construct eight single family residential units along Schulz Drive (Phase 3A) including, grading, drainage, utilities, and erosion control.
3. Construct 45 single family residential units in Neighborhood 3 (Phase 3A) including roadways, grading, drainage, utilities, sidewalks/paths, common area landscaping located in Phase 3A, erosion control, and any required bus stops.
4. Construct remaining 66 single family residential units in Neighborhood 3 (Phase 3B) including roadways, grading, drainage, utilities, sidewalks/paths, common area landscaping located in Phase 3B, erosion control, and any required bus stops.
5. Storm drainage in Phase 3A will join the existing storm drain network constructed with Phase 1B and route the system to the proposed detention basin in the southwest corner of Neighborhood 3.
6. Storm drainage in Phase 3B will join the existing storm drain network constructed with Phase 3A and route the system to the existing detention basin in the southwest corner of Neighborhood 3.
7. In conjunction with improvement plans for Phase 3, improvement and landscape plans for both the proposed passive park located in the detention basin in the southwest corner of Neighborhood 3 and the path connection from the centrally located neighborhood park shall be submitted.
8. In conjunction with improvement plans for the final map phase that includes the 210th residential lot, improvement and landscape plans for the centrally located neighborhood park shall also be submitted.
9. A notice of completion for the centrally located neighborhood park shall be issued prior to issuance of the building permit for the 210th residential lot (See COA, 20 modified from 251 due to reduction in total number of lots).
10. The proposed home models and landscape schemes will be submitted to Carson City for approval prior to home building permit submittals (See COA 39 and 41).

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Phase 4

1. If a portion of Phase 4 is constructed prior to any portion of Phase 3, construct remaining Buck Mountain Drive/Race Track Road and Bigelow Drive improvements including landscaping. A 10 foot wide multi-use path is proposed along Bigelow Drive in lieu of on street bike lanes (See COA 3.d).
2. Construct 40 single family residential units in Neighborhood 2 (Phase 4A) including roadways, grading, drainage, utilities, sidewalks/paths, erosion control, and any required bus stops.
3. Construct 60 single family residential units in Neighborhood 2 (Phase 4B) including roadways, grading, drainage, utilities, sidewalks/paths, common area landscaping located in Phases 4A and 4B, erosion control, and any required bus stops.
4. Storm drainage in Phase 4A and Phase 4B will join the existing storm drain network constructed with Phase 1A and route the system to the proposed detention basin to the northeast.
5. In conjunction with improvement plans for Phase 4, improvement and landscape plans (not including drainage, which will be constructed with Phase 1A) for both the proposed passive park located in the detention basin in the northwest corner of Neighborhood 2 and the path connection from Buck Mountain Road shall be submitted.
6. In conjunction with improvement plans for the final map phase that includes the 210th residential lot, improvement and landscape plans for the centrally located neighborhood park shall also be submitted.
7. A notice of completion for the centrally located neighborhood park shall be issued prior to issuance of the building permit for the 210th residential lot (See COA, 20 modified from 251 due to reduction in total number of lots).
8. The proposed home models and landscape schemes will be submitted to Carson City for approval prior to home building permit submittal (See COA 39 and 41).

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Civil Engineering

Surveying

Water Resources Management

Water & Wastewater Engineering

Supply Chain Logistics

Construction Management

Environmental Sciences

Landscape Architecture

Land Planning

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AUG 10 2017

CARSON CITY
PLANNING DIVISION

August 10, 2017

Susan Pansky, AICP
Special Projects Planner
Carson City, Nevada
108 East Proctor Street
Carson City, NV 89701

RE: Schulz Ranch Development Agreement Amendment Request

Dear Susan,

On Behalf of Lennar Homes, Manhard Consulting is requesting an amendment to the phasing plan included as Exhibit L of the approved Schulz Ranch Development Agreement.

Phase 3 Item 9 of Exhibit L states, *"A notice of completion for the centrally located neighborhood park shall be issued prior to issuance of the building permit for the 210th residential lot."*

The applicant is requesting to modify the language in Phase 3 Item 9 to the following, ***"A notice of completion for the centrally located neighborhood park shall be issued prior to issuance of the building permit for the 250th residential lot."***

The improvement plans for the neighborhood park are currently in the review process with Carson City with construction anticipated to begin in April 2018 with completion of the park anticipated for September 2018.

This amendment request is necessary because sales of residential units at Schulz Ranch have exceeded projections. To date final maps for Phases 1 & 2 totaling 205 residential lots have recorded with 111 additional lots anticipated to record with the Phase 3 map in September 2017. To date approximately 105 building permits have been issued. At the current absorption rate of 10 building permits a month the applicant is on pace to pull the 210th building permit in June 2018. Without the requested modification, the applicant will be required to stop construction of the residential units in June 2018 prior to the park's anticipated completion date of September 2018.

As demonstrated, the request is strictly tied to construction timing and necessary to allow for the applicant to maintain their current sales momentum through 2018.

If you have any questions regarding the request or require any additional information, please feel free to contact me.

Sincerely,
Manhard Consulting

A handwritten signature in blue ink that reads "Christopher Baker".

Christopher Baker
Planning Manager

Lennar Reno, LLC
10345 Professional Circle, Suite 100
Reno, Nevada 89521

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "Agreement") is made and entered into as of the twenty-ninth day of August, 2017 by and between Lennar Reno, LLC ("Seller"), and Buyer(s) named below ("Buyer"):

BUYER(S): 1. [REDACTED] 2. [REDACTED] 3. [REDACTED] 4. [REDACTED] No Buyer Name Changes Will Be Permitted	Check Applicable: [REDACTED] Married <input type="checkbox"/> Single <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	
Buyer Address: [REDACTED]		
City: [REDACTED]	State / Country: [REDACTED]	Zip: [REDACTED]
By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.		
Home Telephone: [REDACTED]	Facsimile Number: [REDACTED]	
Business Telephone: [REDACTED]	E-mail Address: [REDACTED]	
Cellular Telephone: [REDACTED]		

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model The La Mesa constructed or to be constructed on the following described property:

Lot 4057 of Block _____ of Sierra Crossing Subdivision/Plat, in Carson City County (the "County"), Nevada

Address: 1113 Monument Peak Drive, Carson City, NV 89701

The residence and improvements (the "Home") constructed or to be constructed on the above described property (the "Homesite"), and all appurtenances thereto are collectively referred to in this Agreement as the "Property." The Property is located within the community known as Sierra Crossing (the "Community").

2. **Purchase Price and Payments.** The total purchase price ("Total Purchase Price") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is \$ [REDACTED]. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "Initial Deposit") of [REDACTED]. The term "Deposit" shall include the Initial Deposit.

3. **Legally Binding Agreement.** THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "DOCUMENTS" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. **Financing.**

[REDACTED] **NO CONTINGENCY.** If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

[REDACTED] **MORTGAGE CONTINGENCY.** If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("Lender"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications (the "Mortgage Contingency"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms. In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly

makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. **BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED.** Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Initial Deposit to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section 4. Buyer agrees that it will make no changes to its mortgage financing arrangement within the last thirty (30) days before Closing if such changes will cause a delay in Closing.

4.4 Appraisal. If the Lender's appraiser appraises the value of the Property for less than the Total Purchase Price, Buyer shall notify Seller, in writing, of such fact within three (3) calendar days from the receipt of the written appraisal. Seller shall then have the option, but not the obligation, in Seller's sole and absolute discretion, to: (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing; or (ii) allow Buyer to pay the difference between the mortgage loan proceeds and the amounts required to close the transaction contemplated by this Agreement and proceed to Closing (the "Additional Cash to Close Funds"). Under no circumstances shall Buyer be excused from performance under this Agreement as a result of Lender's appraisal. Notwithstanding the foregoing, if this Agreement provides for a VA guaranteed or FHA insured loan, the applicable appraisal requirements are set forth in the FHA/VA Addendum attached hereto and incorporated herein.

4.5 Sale of Other Residence. Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, unless otherwise provided, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. Funds. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "C\$ check"), Seller's depository bank will convert such C\$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "Conversion Date") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "Closing Proceeds") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding \$25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared. Buyer certifies that any funds paid by Buyer under the terms of this Agreement are not in violation of the currency control laws of any country. Seller shall have the right to require Buyer's recertification at any time prior to Closing.

6. **Credit Information Authorization.** Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

7. **Closing.** Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Buyer will be given notice of the Closing Date, time and place by the "**Closing Date Notice Period**" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. If Buyer fails, for any reason, to close at the date, time and place specified by Seller, Seller shall have the option to declare Buyer in default and seek the remedies stated in Paragraph 14 below, or to charge Buyer (\$100.00) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at Closing. If Seller agrees to an extension of the date of Closing beyond the last day of the month for which Closing is originally set, an additional amount equal to **One Percent (1%) of the Total Purchase Price** shall be payable to Seller. The sum for extending the date of Closing beyond the last day of the month shall be due and payable in full at Closing. Buyer agrees that the late charges are appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion. Notwithstanding the foregoing and subject to the provisions of Section 4.3, if this Agreement is contingent upon the Buyer obtaining mortgage loan financing to complete the purchase of the Property, Seller shall agree to postpone Closing to the extent such postponement is required in order for Buyer's Lender to meet any waiting period required under the Consumer Financial Protection Bureau's TILA-RESPA Integrated Disclosure Rule. In such event, Seller shall not impose any of the late charges described above. However, in such event, Seller shall have no liability to the Buyer for failure to deliver the Property on the originally scheduled Closing Date.

8. **Completion Date.** It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. **Casualty Before Closing.** If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. **Deed.** Seller shall convey title to Buyer at Closing by delivery to Buyer of a Grant, Bargain and Sale Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement. The Deed shall be recorded and shall include, without limitation, provisions requiring that any dispute be submitted to alternative dispute resolution.

11. **Closing and Title Matters.** Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject

only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgagee or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

12. **Closing Costs.** The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "Closing Costs") are shown in Rider B attached hereto.

13. **Site and Substitutions.** The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 **Changes to Plans and Specifications.**

13.1.1 **Industry Practice.** It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate ongoing site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 **Seller's Absolute Right to Make Modifications to Plans and Specifications.** Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

13.1.3 **Buyer's Acceptance of Actual Floor Plan.** Buyer further understands and acknowledges that many of the Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 **No Warranty for Plans and Specifications on File.** Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 **Lot Change.** In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 **Decorative and Landscaping Items.**

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 **Deed.** By acceptance of the Deed, Buyer accepts all variations of the Home.

14. **Buyer's Default.** In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty.

15. **Seller's Default.** In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above.

16. **Mediation / Arbitration of Disputes.**

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. **"Disputes"** (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community; or (4) issues of formation, validity or enforceability of this section. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be

submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS

REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 16.4 ABOVE.

Buyer's Initials [REDACTED]

17. **Other Dispute Resolutions.** Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.**

18. **Selling Agent, Cooperating Broker, and Seller's New Home Consultant.** Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("NHC") and Internet New Home Consultant ("INHC") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials [REDACTED]

19. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREBEUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. **Dangerous Condition; Construction Work.**

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

21. **OFAC.** Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("OFAC"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "Lennar Affiliates"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. **Agreement not to be Recorded.** Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud in title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. **Transfer, Assignment and Persons Bound.** Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

24. **Time of the Essence.** Buyer acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.

25. **Interpretation and Computation of Time.** The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. **Notice.** Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. **Waiver.** Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. **Survival.** Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations as set forth in all provisions and disclaimers in this Agreement shall survive (1) the Closing of the purchase of the Property; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party, unless expressly stated otherwise.

29. **Incorporation and Severability.** The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

30. **Governing Law.** Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

31. **Entire Agreement.** BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER

WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

32. **Modification.** This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

33. **Additional Changes.** Notwithstanding Section 32 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

34. **Inducement.** Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

35. **Reservation of Easement.** For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein.

36. **Riders and Addenda.** This Agreement consists of 10 pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check all that apply

<input checked="" type="checkbox"/> Rider B (Reno Division)	<input checked="" type="checkbox"/> Acknowledgement of Receipt of Nevada Revised Statutes
<input checked="" type="checkbox"/> Master Disclosure and Information Addendum	<input type="checkbox"/> Confirmation Regarding Real Estate Agency Relationship
<input checked="" type="checkbox"/> Affiliated Business Arrangements Disclosure Statement	<input checked="" type="checkbox"/> Duties Owed by a Nevada Real Estate Licensee
<input checked="" type="checkbox"/> Addendum for Natural Stone Floors and Countertops	<input type="checkbox"/> Expansive Soils Disclosure
<input type="checkbox"/> Approved Lender Addendum	<input type="checkbox"/> Gaming Enterprise District Disclosure NRS 113.080
<input type="checkbox"/> Cooperating Broker Agreement	<input type="checkbox"/> Realtor License Verification
<input type="checkbox"/> Down Payment Assistance Addendum	<input type="checkbox"/> Request for Special Title & Loan Document Signing Information
<input checked="" type="checkbox"/> Election Form Addendum	<input checked="" type="checkbox"/> Soil Report Disclosure
<input type="checkbox"/> FHA/VA Addendum	<input checked="" type="checkbox"/> Walk The Land Addendum
<input checked="" type="checkbox"/> Indoor Environmental Quality Disclosure Addendum	<input type="checkbox"/> Waiver of Notice in Accordance With NRS 113.080(3)
<input checked="" type="checkbox"/> Insulation Addendum	<input checked="" type="checkbox"/> Zoning Disclosure NRS 113.070
<input checked="" type="checkbox"/> Purchase Price and Payment Addendum	<input checked="" type="checkbox"/> Limited Waivers of Statute of Limitations for Warranties
<input type="checkbox"/> Sales Incentive Addendum	<input type="checkbox"/>
<input type="checkbox"/> Appraisal Valuation Addendum to Contract	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

37. **Offer to Purchase/Effective Date.** This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "Effective Date" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. **Buyers Right of Cancellation.** Nevada Revised Statutes 116.4108 applies to this Agreement. Pursuant to NRS 116.4108, unless Buyer has personally inspected the Property, Buyer may cancel this Agreement by written notice to Seller until midnight of the fifth calendar day following the date of execution of this Agreement. The written notice of cancellation must be delivered personally to the Seller or sent by prepaid United States mail to the business address of the Seller. Upon timely receipt of Buyers written notice of cancellation, Seller shall return all payments made by the Buyer within 15 days after receipt of such notice of cancellation.

39. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY
SELLER SUBJECT TO CLEARANCE.

SELLER:

[REDACTED]

THIS AGREEMENT IS NOT BINDING ON SELLER
UNTIL ACCEPTED BELOW BY AN AUTHORIZED
AGENT OF SELLER.

[REDACTED]

[REDACTED] LC

[REDACTED]
r - Kristine Prida

[REDACTED]

Buyer -

Date

Buyer -

Date

RECEIVED

AUG 17 2017

CARSON CITY
PLANNING DIVISION

Parks and Rec

Lena.....

Jen and I had a chance to look at the attached document this week. Since the Parks and Recreation Commission assisted with the establishment of the 210 trigger count for the development, the proposed change to 250 needs to be reviewed by the Commission to provide a recommendation to the Board of Supervisors on the change. Their next Commission meeting is scheduled for Tuesday, October 3, 2017. We will plan to take this item to them at that time.

If you have any questions, please feel free to contact Jen --- I will be out of the office on vacation starting tomorrow and all of next week.

VERN

From: Lena Reseck

Sent: Friday, August 11, 2017 11:40 AM

To: Charlene Gaworski; Dave Ruben; Dirk Goering; Dustin Boothe; Guillermo Munoz; Hope Sullivan; J. Daniel Yu; Lucia Maloney; Patti Liebespeck; Robb Fellows; Stephen Pottey; Susan Dorr Pansky; Dan Stucky; 'mkorinek@carson.k12.nv.us'

Subject: MISC-17-114 - Schulz Ranch Development Agreement Amendment

Please review the attached letter and provide comments.

Thank you,

Lena Reseck

Senior Permit Technician

Community Development

(775) 283-7059

lreseck@carson.org

RECEIVED

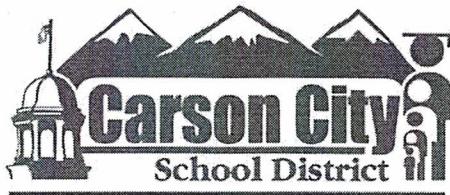
AUG 17 2017

CARSON CITY
PLANNING DIVISION

No comments from me. Thanks Lena,
Lucia

Lucia Maloney, PMP
Transportation Manager
Carson City Public Works Department/
Carson Area Metropolitan Planning Organization
LMalone@Carson.org
3505 Butti Way
Carson City, NV 89701
p - 775.283.7396
f - 775.887.2112

1402 West King Street / P.O. Box 603
Carson City, NV 89702



Phone: (775) 283-2000
Fax: (775) 283-2090
www.carsoncityschools.com

RECEIVED

AUG 24 2017

CARSON CITY
PLANNING DIVISION

August 22, 2017

Hope Sullivan, Planning Division
108 E. Proctor Street
Carson City, Nevada 89701

RE: Schulz Ranch Development Agreement Amendment Request

Dear Ms. Sullivan,

The purpose of this letter is to request that the existing Schulz Ranch Development Agreement not be altered or amended to allow for an accelerated rate of development.

In the August 10, 2017 letter from Manhard Consulting, Ltd., a request was made to delay the completion of a neighborhood park in order to build and sell more residential units at a faster pace. Currently, the Development Agreement provides that the issuance of a building permit for the 250th residential lot is conditioned upon completion of the neighborhood park. The developer/builder is requesting a waiver of that condition. The Carson City School District opposes that request.

Increasing the developer/builder's ability to build and sell additional residential units at an accelerated rate beyond the current construction pace will have an adverse effect upon students and families in the Carson City School District, as new enrollment which the additional residential units will bring will create demands which our schools are not yet prepared to meet.

Building and selling new houses at an accelerated rate at Schulz Ranch will add a greater number of students at Seeliger Elementary School. Currently, Seeliger Elementary is operating at 100% capacity. By our projections, an additional 114 students may enter our schools from the Schulz Ranch development. While predicting student enrollment is not an exact science, if even one-third of our projection holds true, and 38 new students enroll at Seeliger Elementary, we would likely need two additional classrooms.

In an effort to meet existing growth, at the anticipated rates of growth, Carson City School District currently is planning to increase the square footage of Fremont Elementary School. By the start of the 2019 school year, Fremont Elementary will have an additional 10,000 square feet. This will accommodate some of the current growth in our community. By increasing the student capacity at Fremont, the District will be able to redesign the attendance zones to

reduce overcrowding at Seeliger Elementary. These steps will take time to accomplish, so increasing the rate at which homes are being built and sold into one specific school zone will likely require us to alter our academic operations.

It is our hope that the current rate of construction and sales remain the same as identified in the original Development Agreement between the City and the Schulz Ranch developers. We have based our plans and projections on the pace of development set forth in that document. Increasing the pace of development will create conditions we are not currently prepared to meet and this will result in adverse conditions for students and families in our district.

Thank you for your consideration.

Sincerely,



Richard W. Stokes

Superintendent

C: Board of Trustees
 Planning Commission
 Board of Supervisors
 Bob Crowell, Mayor