



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 3, 2020

Staff Contact: Jennifer Budge, CPRP, Parks and Recreation Director

Agenda Title: For Possible Action: Discussion and possible action regarding an amendment to the Schulz Ranch Landscape Maintenance District (LMD) to include Schulz Ranch Phase 5 in the LMD. (Jennifer Budge, jbudge@carson.org)

Staff Summary: The Board of Supervisors approved a Tentative Subdivision Map, TSM-19-124, to create 29 single family lots within the Schulz Ranch Specific Plan Area. Condition 32 of the Notice of Decision for TSM-19-124 provides that, based on a voluntary offer by the applicant, the applicant shall seek to amend the LMD established for Phases 1 through 4 of the Schulz Ranch Common Open Space Development to add Phase 5 to the LMD, prior to recording the final map. The applicant has prepared the amendments adding Phase 5 to the LMD for the Board of Supervisors' consideration. Pursuant to the financial plan proposed in conjunction with the amendment to add Phase 5, the proposed annual assessments will be delayed or slightly lowered, as compared with the original financial plan.

Agenda Action: Formal Action / Motion **Time Requested:** 10 mins

Proposed Motion

I move to approve the amendment to the Schulz Ranch Landscape Maintenance District.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

May 8, 2020 – The Director of the Carson City Department of Parks, Recreation and Open Space amended the LMD in recorded document no. 505947 to add the Coffey Drive detention basin and storm drain infrastructure to the LMD.

September 19, 2019 – The Board of Supervisors approved TSM-19-124, a Tentative Subdivision Map to create 29 single family lots within the Schulz Ranch Specific Plan Area on property zoned Single Family 6,000 Schulz Ranch Specific Plan Area, APN 009-311-47.

April 16, 2015 – The Board of Supervisors approved and accepted the Schulz Ranch Maintenance District Petition and created the Schulz Ranch Landscape Maintenance District, recorded as document no. 454327, pursuant to Carson City Municipal Code ("CCMC") 17.18.

Background/Issues & Analysis

The Schulz Ranch development is located in the southeast portion of Carson City and the LMD was created to fund and maintain landscapes, parks, and trails throughout the development. The District is jointly funded by the property owners and the City, with a 70% and 30% contribution respectively.

The Board approved TSM-19-124, a Tentative Subdivision Map to create 29 single family lots within the Schulz Ranch Specific Plan Area on property zoned Single Family 6,000 Schulz Ranch Specific Plan Area (APN 009-311-47) at their September 19, 2019 meeting. Condition 32 of the Notice of Decision for TSM-19-124 provides that based on a voluntary offer by the applicant, the development shall participate in the LMD established for Phases 1 through 4 of the Schulz Ranch Common Open Space Development. The amendment of the LMD to include Phase 5 must be considered by the Board of Supervisors prior to approval of the final map. This item satisfies the condition, and the developer has indicated they intend to record the final map in the next few weeks. Inclusion of Phase 5 into the LMD will add storm drain improvements, while delaying and slightly reducing the ultimate assessment payment for each property owner in the LMD. The financial plan, improvement cross sections, and related information are provided as attachments.

Applicable Statute, Code, Policy, Rule or Regulation

CCMC Chapter 17.18

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Landscape Maintenance Fund - Special Assessments - 2350083-415100

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Adding the 29 units into the LMD will slightly reduce the ultimate assessment payment for each property owner in the LMD, as outlined in the Financial Plan (Notice of Public Hearing Attachment #4 - Exhibit C & D), but will not change the revenue to the City, or the approved budget.

Alternatives

Provide other direction to staff.

Attachments:

[Attachment 0- Table of Attachments.pdf](#)

[Attachment 1- Schulz Ranch LMD Doc.454327.pdf](#)

[Attachment 2- Coffey Drive Amendment.pdf](#)

[Attachment 3- Notice of Decision TSM-19-124 \(002\).pdf](#)

[Attachment 4 - Notice of Hearing Packet LMD Mailing 8.21.20.pdf](#)

[Attachment 5 - Draft Notice of Action and Amendment of LMD exhibits.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Table of Attachments

Attachment 0: Table of Attachments

Attachment 1: Creation of Schulz Ranch LMD

Doc. No. 454327

Attachment 2: Amendment to LMD to add Coffey Drive detention basin.

Doc. No. 505947

Attachment 3: Notice of Decision TSM-19-124 for Schulz Ranch Phase 5

Attachment 4: Notice of Public Hearing to add Schulz Ranch Phase 5 to the LMD.

- Exhibit A: schedule of APNs;
- Exhibit B: a map depicting the existing LMD area and proposed Phase 5 addition;
- Exhibit C: the Phase 5 property cross sections;
- Exhibit D: the Phase 5 development standards;
- Exhibit E: the Phase 5 maintenance plan;
- Exhibit F: the amended LMD construction schedule;
- Exhibit G: the amended financial plan for the LMD; and
- Exhibit H: the amended assessment schedule for the LMD.

Attachment 5: [Draft] Notice of Action and Amendment of LMD to add Phase 5:

- Exhibit A: schedule of APNs;
- Exhibit B: a map depicting the existing LMD area and proposed Phase 5 addition;
- Exhibit C: the Phase 5 property cross sections;
- Exhibit D: the Phase 5 development standards;
- Exhibit E: the Phase 5 maintenance plan;
- Exhibit F: the amended LMD construction schedule;
- Exhibit G: the amended financial plan for the LMD; and
- Exhibit H: the amended assessment schedule for the LMD.
- Exhibit I: a map depicting the LMD property, including Phase 5;

RECORDED AT THE
CARSON CITY CLERK-RECORDER

MAY 28 AM 11:00

FILE NO. 454327
SUSAN MERRIWETHER
CARSON CITY RECORDER
JES. N.C. DEP.

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

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

WHEN RECORDED, MAIL TO:

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

NOTICE OF CREATION OF MAINTENANCE DISTRICT

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

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

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

CARSON CITY,
a consolidated municipality

Approved as to form:

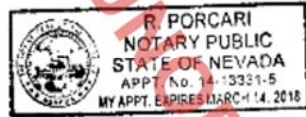
CARSON CITY DISTRICT ATTORNEY

By: [Signature]
Name: Robert A. Howell
Its: Mayor

By: [Signature]
Name: Adriana Fralich
Its: Chief Deputy DA

STATE OF NEVADA)
COUNTY OF Carson City) ss.

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



Notary Public
My Commission Expires: 3/14/18

EXHIBIT A
TO NOTICE OF CREATION OF MAINTENANCE DISTRICT

Legal Description

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

Lot 1-1 through Lot 1-40, Lot 4-1 through Lot 4-60, and Parcel A, Parcel B, Parcel C as shown on the Final Map for SCHULZ RANCH SUBDIVISION- PHASE 1, recorded August 11, 2014 in Book 10, Page 2821 as File No. 446516, Official Records of Carson City, Nevada;

Parcel 3A and Parcel 3B as shown on the 3rd Parcel Map for SCHULZ RANCH DEVELOPERS, LLC recorded August 3, 2007 in Book 10, Page 2663 as File No. 370575, Official Records of Carson City, Nevada;

Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as shown on the 4th Parcel Map for SCHULZ RANCH DEVELOPERS, LLC, recorded August 21, 2007 in Book 10, Page 2666 as File No. 371192, Official Records of Carson City, Nevada; and

Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as shown on the 5th Parcel Map for SCHULZ RANCH DEVELOPERS, LLC recorded August 21, 2007 in Book 10, Page 2667 as File No. 371193, Official Records of Carson City, Nevada.

Parcel 2 as shown on the 1st Parcel Map for SCHULZ RANCH DEVELOPERS, LLC REYNEN & BARDIS (CARSON), LLC, recorded June 27, 2007 in Book 10, Page 2657 as File No. 369098, Official Records of Carson City, Nevada.

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EXHIBIT B
TO NOTICE OF CREATION OF MAINTENANCE DISTRICT

Schulz Ranch Maintenance District Petition

[See following pages.]

[UNOFFICIAL COPY]

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SCHULZ RANCH MAINTENANCE
DISTRICT PETITION

[UNOFFICIAL COPY]

Submitted: March 27, 2015

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SCHULZ RANCH MAINTENANCE DISTRICT PETITION

This **SCHULZ RANCH MAINTENANCE DISTRICT PETITION** ("**Petition**"), is submitted by **SCHULZ RANCH, LLC**, a Delaware limited liability company ("**Developer 1**") and **RYDER-DUDA CARSON, LLC**, a Nevada limited liability company ("**Developer 2**") (together with Developer 1, individually and collectively, "**Developer**"), to **CARSON CITY**, a consolidated municipality ("**Carson City**"), pursuant to Nevada Revised Statutes ("**NRS**") 278.4787 and Carson City Municipal Code ("**CCMC**") 17.18.

BACKGROUND

A. Developer 1 owns the real property in Carson City, Nevada, described on **Exhibit A** hereto ("**Developer 1 Property**"). Exhibits referenced in and attached to this Petition are in bold text; Exhibits that are referenced in this Petition but attached to either the Development Agreement or the Maintenance District Development Agreement are not in bold text.

B. Developer 2 owns the real property in Carson City, Nevada, described on **Exhibit B** hereto ("**Developer 2 Property**," and together with the Developer 1 Property, "**Schulz Ranch Property**").

C. The Schulz Ranch Property is located generally between Center Drive and Schulz Drive in Carson City, Nevada, and is commonly known as "**Schulz Ranch**" (sometimes referred to as the "**Project**"). Subject to certain conditions of approval ("**Conditions of Approval**"), the Carson City Board of Supervisors ("**Board**") approved a common open space subdivision tentative map for Schulz Ranch on October 20, 2005 (TSM-05-144).

D. An initial development agreement for Schulz Ranch was adopted on September 1, 2011, as Ordinance No. 2011-16, and an amendment to the development agreement was adopted on April 3, 2014, by Ordinance No. 2014-6, and recorded as Document No. 444869 in the Official Records, Carson City, Nevada ("**Official Records**") (collectively, "**Development Agreement**"). The Development Agreement provides that Schulz Ranch is to be developed in four (4) phases (each, a "**Phase**," and collectively, the "**Phases**") in accordance with a phasing plan detailing specific on-site and off-site improvements as set forth in Exhibit L to the Development Agreement ("**Exhibit L**"), with 424 single family lots (each, a "**Lot**," and collectively, "**Lots**"), open space and common areas. It is anticipated that Schulz Ranch will be developed in accordance with Exhibit L and by way of four (4) (or more) final and recorded subdivision maps (each, a "**Subdivision Map**," and collectively, "**Subdivision Maps**"). The first Subdivision Map for the first Phase has been recorded, more specifically, Lots 1-1 through 1-40 (inclusive) and 4-1 through 4-60 (inclusive) were created by the Final Map for Schulz Ranch Subdivision – Phase 1, recorded August 11, 2014 in the Official Records, Carson City, Nevada, as File No. 446516 ("**Phase 1 Subdivision Map**"). Schulz Ranch is subject to other development entitlements as set forth in the Development Agreement, including, without limitation, a zoning map amendment and the establishment of a specific plan area with respect to Schulz Ranch (together with the Conditions of Approval, the Development Agreement, and the Subdivision Maps, the "**Development Approvals**").

E. Condition of Approval No. 32 requires the establishment of a neighborhood landscape maintenance district pursuant to which Carson City is responsible for maintenance of landscaped

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areas within Schulz Ranch. Such maintenance district is in lieu of the creation of a common interest community ("CIC") under NRS Chapter 116 and a CIC association as described therein. See NRS 278.4787 and CCMC 17.18.020.

F. CCMC Section 17.18 provides for the procedures and requirements for establishment of a maintenance district. Those requirements include the submittal of a Petition requesting that Carson City establish a Maintenance District and assume maintenance of certain improvements, and as a part of said Petition, the provision of a development agreement specific to the Maintenance District ("Maintenance District Development Agreement"). See CCMC 17.18.050(2)(c).

G. Developer submits this Petition to request the establishment of the "SCHULZ RANCH MAINTENANCE DISTRICT" ("Maintenance District") pursuant to NRS 278.4787 and CCMC 17.18.

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

PETITION

I. **SIGNATURES; NOTICE.** Except for land to which title has passed to Carson City as a result of the dedications on and recordation of the Phase 1 Subdivision Map pursuant to CCMC 17.06.025, as of the date this Petition is signed and acknowledged by Developer, Developer owns one hundred percent (100%) of the Schulz Ranch Property that will be included within the Maintenance District; as a result, the below signature by Developer represents signature by all owners of all the Schulz Ranch Property petitioning for creation of the Maintenance District.

II. PROPERTY DESCRIBED.

A. The Maintenance District comprises an area that is identical to the area of the Schulz Ranch Property.

B. The areas of land within the Schulz Ranch Property, together with the improvements to be installed or constructed thereon, that Developer has or will dedicate to Carson City for maintenance as part of the Maintenance District to be established by this Petition, are described and conceptually depicted on Exhibits C-1 and C-2 hereto ("LMD Property"). Exhibit C-2 depicts generally Improvement concepts for each Project Phase; if an area in a Phase shown on Exhibit C-2 omits a specific reference to an Improvement concept, the intent is for the Improvement concept for that area to be consistent with the Improvement concept otherwise applicable to the Phase. Improvements that are a part of LMD Property are or will be identified in detail in the actual Improvement Plans submitted to and approved by Carson City. LMD Property relating to and shown on the Phase 1 Subdivision Map is as follows ("Phase 1 LMD Property"):
The landscaped areas within the right-of way commonly known as Race Track Road, and the Common Area A and Common Area B (all such area is $\pm 67,694$ square feet), in each case together with the Improvements to be installed and constructed thereon pursuant to the Development Agreement and the

Improvement Plans. The areas of land within the Schulz Ranch Property relating to and shown on subsequent Subdivision Maps that constitute LMD Property will be clearly delineated on such Subdivision Maps as either (i) landscaped areas within right of ways, or (ii) common areas. If Developer elects to create a common interest community for a Phase in the Project, any land or improvements to be owned or leased by the homeowner's association in connection therewith will be delineated on the Subdivision Map as "common elements" to clearly distinguish the same from the LMD Property delineated on the same Subdivision Map. Any such delineated common elements shall be separate from and not included within LMD Property and no LMD Property will be converted to common elements (i.e., LMD Property will continue to benefit the entire Project as contemplated by the Development Approvals).

III. MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT. Upon the adoption of this Petition by the Board, the recording in the Official Records of the notice of creation of the Maintenance District pursuant to CCMC 17.18.060(3)(b), and approval of the Maintenance District Development Agreement pursuant to CCMC 17.08.015, Developer (and any then successors-in-interest to Developer) will execute and deliver to Carson City the Maintenance District Development Agreement substantially in the form attached to this Petition at Exhibit D; once the Maintenance District Development Agreement is executed by Carson City, the Developer will cause the Maintenance District Development Agreement to be recorded in the Official Records at Developer's cost. **EACH ASSESSED PROPERTY (BELOW DEFINED) SHALL CONTINUE TO BE SUBJECT TO THE ASSESSMENT AMOUNT AFTER TERMINATION OF THE MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT.**

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

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

VI. LIST OF ASSESSED PROPERTY.

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

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

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

B. The commencement date for the Assessment is the date of Final Project Acceptance (below defined) for the Improvements associated with the Phase 1 LMD Property. The term "Final Project Acceptance" means that the Improvements associated with a Phase of LMD Property (i) have been completed in accordance with the Improvement Plans for that Phase (including deficiency list items), (ii) have undergone final inspection by Carson City, and (iii) have been accepted by Carson City for maintenance purposes by the means customarily used by Carson City to evidence such acceptance. If, for any reason, Improvement Plans and the installation and construction of such Improvements, are undertaken in a Phase that is different from the Phase contemplated by this Petition or the Development Approvals, then such Improvements shall be included in the Final Project Acceptance for the Phase in which such Improvement Plans and Improvements are undertaken. Notwithstanding the foregoing, the land and Improvements for the centrally located neighborhood park identified in Phase 3 in Exhibit L to the Development Agreement and in Exhibit C-2 hereto, shall be accepted by Carson City for maintenance purposes upon completion of such Improvements in accordance with the Improvement Plans and final inspection by Carson City.

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

VII. **FINANCIAL PLAN.** The Financial Plan for the Maintenance District is attached at Exhibit G. The Financial Plan includes, without limitation: (1) detailed costs of the maintenance of Improvements within the Maintenance District; (2) Maintenance District start-up costs; (3) initial and annual Maintenance District cost allocation; (4) projected revenues and expenses for the first 7 years of operations of the Maintenance District; and (5) a projected 7 year Improvement Plan. Developer was not required to submit reserve studies for maintenance costs as referenced in CCMC 17.18.050(2)(g)(3) because Carson City performed the analysis and calculations on maintenance costs which included depreciation costs and costs of future capital replacement needs.

VIII. **MAINTENANCE PLAN.** The Maintenance Plan is attached to this Petition at Exhibit H. The Maintenance Plan details the Improvements to be maintained, the schedule and levels of Maintenance (including long term Maintenance and replacement costs), and the estimated time and expense that may be involved.

IX. **ASSESSMENT DEPOSIT.** The assessment deposit required by CCMC 17.18.050(2)(i) is set forth in the Maintenance District Development Agreement.

X. **WARRANTY.** The warranty required by CCMC 17.18.050(2)(j) is set forth in the Maintenance District Development Agreement.

XI. **INDEMNIFICATION.** The indemnification required by CCMC 17.18.050(2)(k) is set forth in the Maintenance District Development Agreement.

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XII. EXISTING DEVELOPMENT. CCMC 17.18.050(l) is not applicable. The Maintenance District is required by the Development Approvals.

XIII. DEDICATION AND GRANT OF EASEMENTS TO CARSON CITY. The dedications and grants of easements to Carson City required by CCMC 17.18.050(m) is set forth in the Maintenance District Development Agreement.

XIV. ADDITIONAL INFORMATION.

A. Lighting Requirements. The lighting requirements set forth in this Section will apply to the Project. Approved ground mounted horizontal low voltage flood or "grazing" lighting shall be installed to complement the eight-foot wide concrete path adjacent to Racetrack Road. The intent of this low voltage lighting is to provide functional illumination to the pathway without being obtrusive to adjacent residences. Lighting will not be required for any other pathways within the Project. The central neighborhood park shall have lighting installed on the following features: the parking lot, the pavilion, the restroom building, and the connective pathway from Racetrack Road south to the restroom building, continuing on to the pavilion, and finally exiting the park north of the playground area. The intent of the park lighting is for safety purposes and shall be installed on the actual structures wherever possible to reduce the number of light poles required. No bollard-style lighting will be allowed.

B. CCMC 17.18.070(4). Notwithstanding the provisions of CCMC 17.18.070(4), if the Parks Director, in his or her discretion, believes a change in this Petition or the Maintenance District is desired or necessary, the Parks Director will notify Developer of the same and use good faith efforts to cooperate with Developer in adopting and implementing such change.

XV. TIMELINES. CCMC 17.18.050(2)(o) does not apply because Carson City established alternative timelines to those in CCMC 17.18.050(2)(o) for submittal of this Petition. CCMC 17.18.070(2)(a) does not apply because Carson City established alternative time limits to those in CCMC 17.18.070(2)(a) in the Development Agreement.

XVI. FEES. Fees have not been set for the Petition process, therefore, no fees are required.

XVII. EXHIBIT LIST. This Petition contains the following Exhibits:

| | |
|-------------|---|
| Exhibit A | Developer 1 Property |
| Exhibit B | Developer 2 Property |
| Exhibit C-1 | LMD Property (depiction of land) |
| Exhibit C-2 | LMD Property (depiction of conceptual improvements) |
| Exhibit D | Form of Maintenance District Development Agreement |
| Exhibit E | Development Standards Requirements |
| Exhibit F | Allocation Plan |
| Exhibit G | Financial Plan |
| Exhibit H | Maintenance Plan |

IN WITNESS WHEREOF Developer submits this Petition to Carson City.

SCHULZ RANCH, LLC,
a Delaware limited liability company

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

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

By: _____
Name: _____
Its: _____

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

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

AMBER SMOKE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SM6173220
Qualified in Queens County
My Commission Expires August 20, 2018

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

STATE OF NEVADA)
) ss.
COUNTY OF _____)

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

Notary Public
My Commission Expires: _____

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IN WITNESS WHEREOF Developer submits this Petition to Carson City.

SCHULZ RANCH, LLC,
a Delaware limited liability company

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

By: _____
Name: _____
Its: _____

By: _____
Name: JAY RYDER
Its: PARTIAL

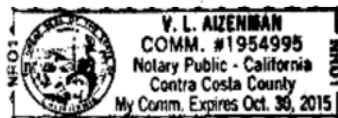
STATE OF NEVADA)
) ss.
COUNTY OF _____)

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

Notary Public
My Commission Expires: _____

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

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



V. L. Aizenman
Notary Public
My Commission Expires: 10/30/15

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EXHIBIT A
TO PETITION

DEVELOPER 1 PROPERTY

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EXHIBIT "A"

All that particular real property situate within the East One-Half of Section (E 1/2) of Section 5, Township 14 North (T.14N.), Range 20 East (R.20E.), Mount Diablo Meridian, being Lot 1-1 through Lot 1-40, Lot 4-1 through Lot 4-80, Parcel A, Parcel B, Parcel C as shown on the Final Map for SCHULZ RANCH SUBDIVISION- PHASE 1, recorded August 11, 2014 in Book 10, Page 2821 as File No. 446516, Parcel 3A and Parcel 3B as shown on the 3rd Parcel Map for SCHULZ RANCH DEVELOPERS, LLC recorded August 3, 2007 in Book 10, Page 2663 as File No. 370575, Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as shown on the 4th Parcel Map for SCHULZ RANCH DEVELOPERS, LLC, recorded August 21, 2007 in Book 10, Page 2666 as File No. 371192 and Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as shown on the 5th Parcel Map for SCHULZ RANCH DEVELOPERS, LLC recorded August 21, 2007 in Book 10, Page 2667 as File No. 371193 all in the Official Records of Carson City, Nevada.

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EXHIBIT B
TO PETITION

DEVELOPER 2 PROPERTY

[UNOFFICIAL COPY]

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EXHIBIT "B"

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

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EXHIBIT C-1
TO PETITION

LMD PROPERTY

[See following pages.]

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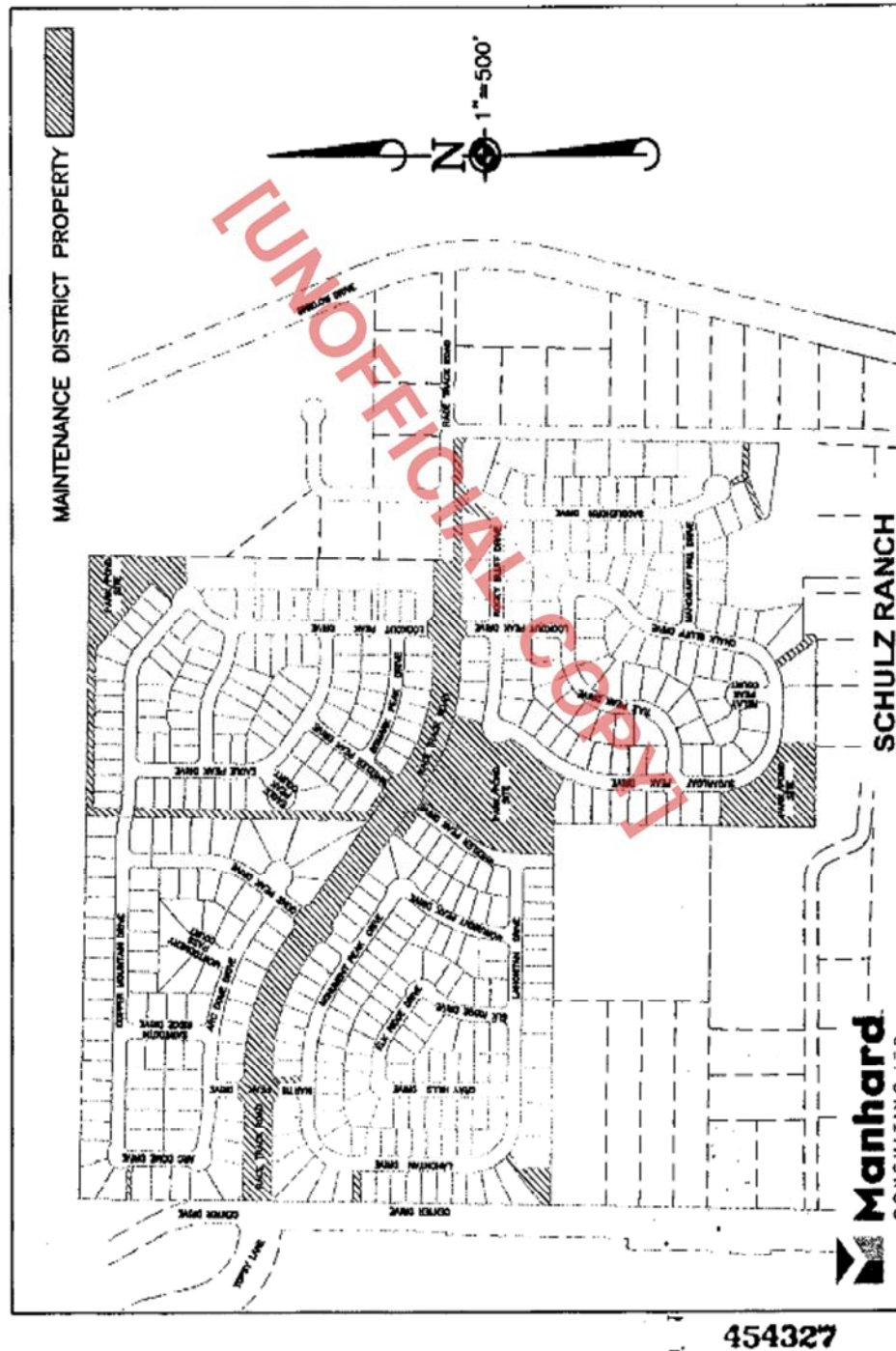


EXHIBIT C-2
TO PETITION

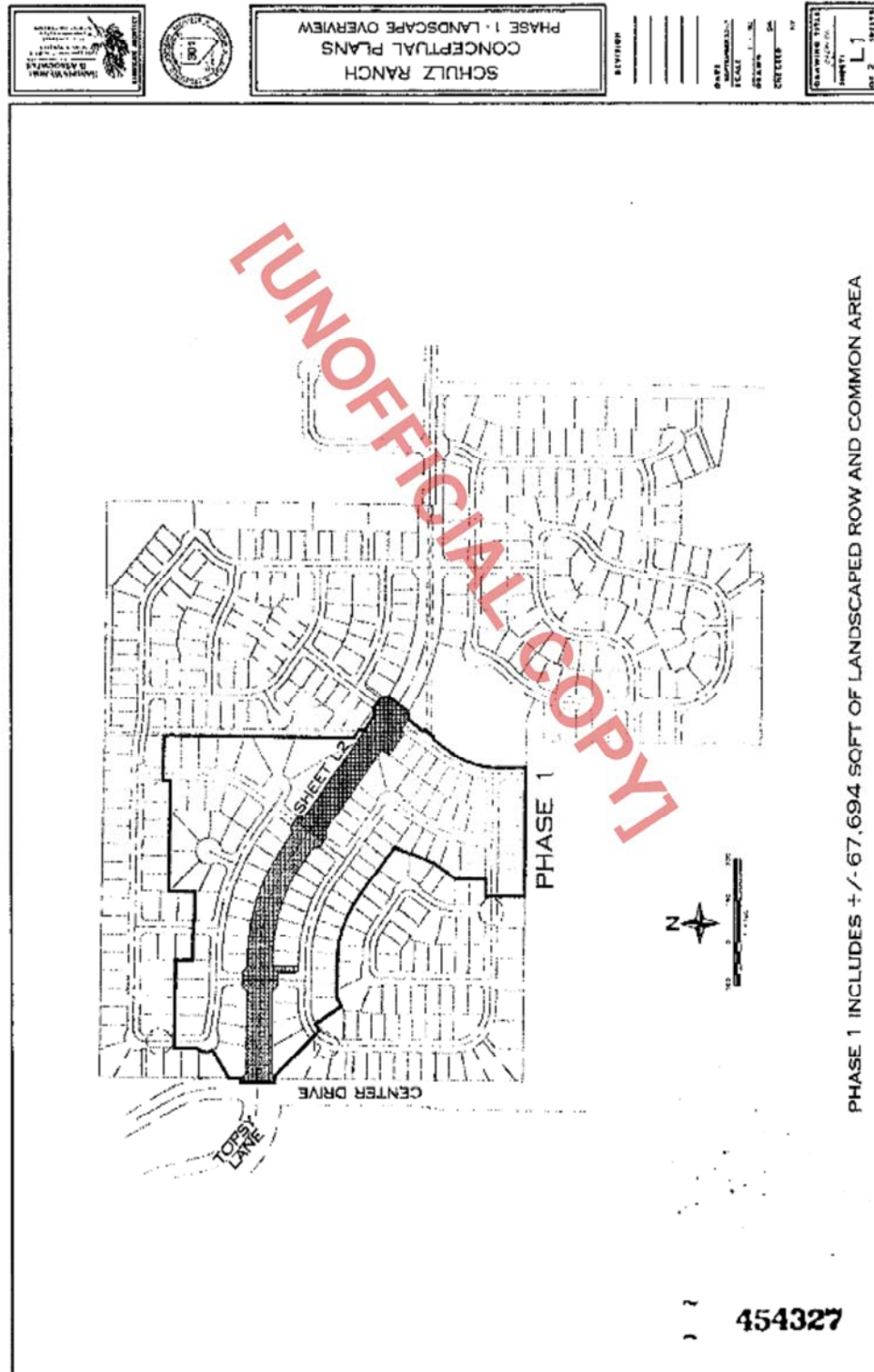
LMD PROPERTY

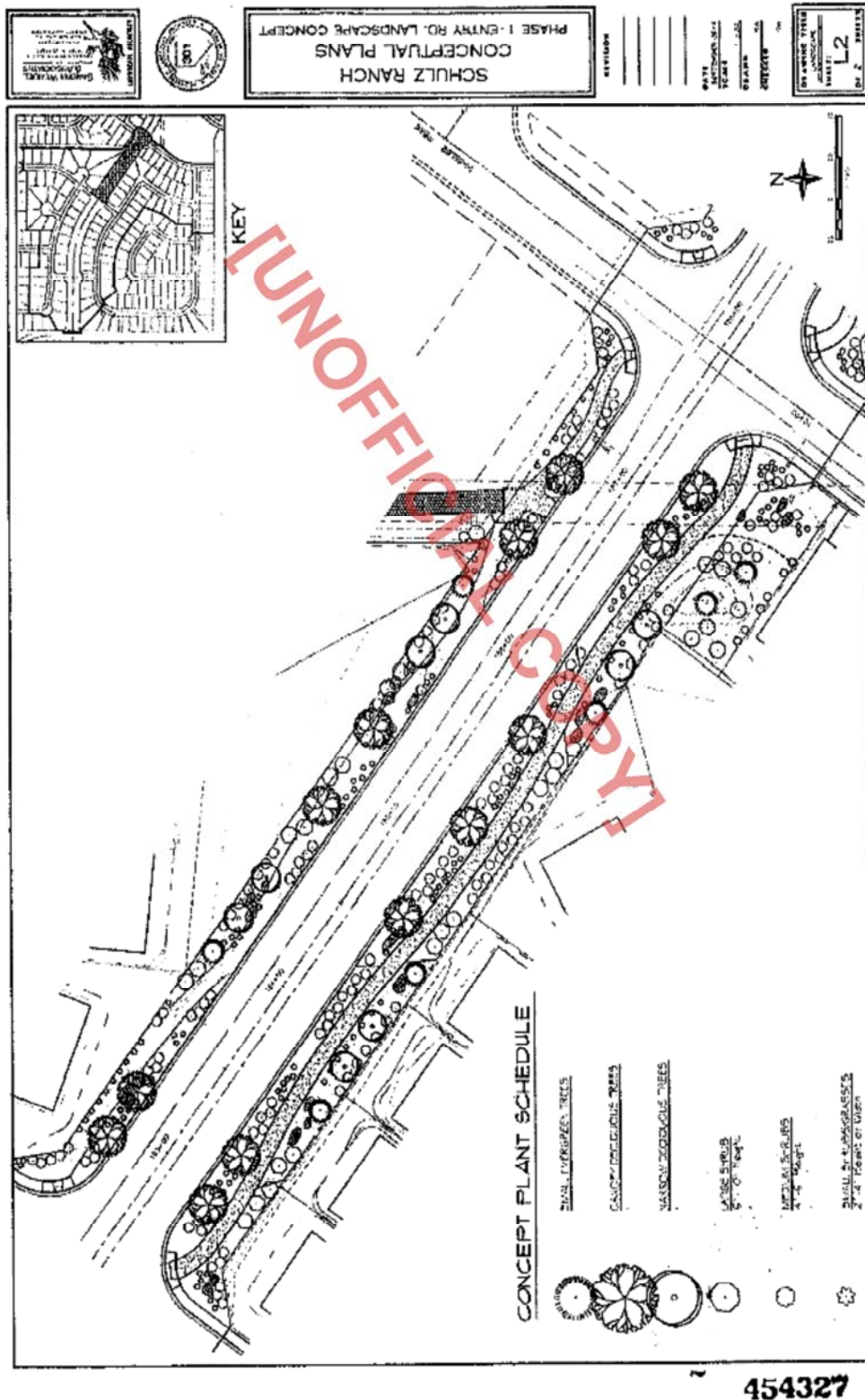
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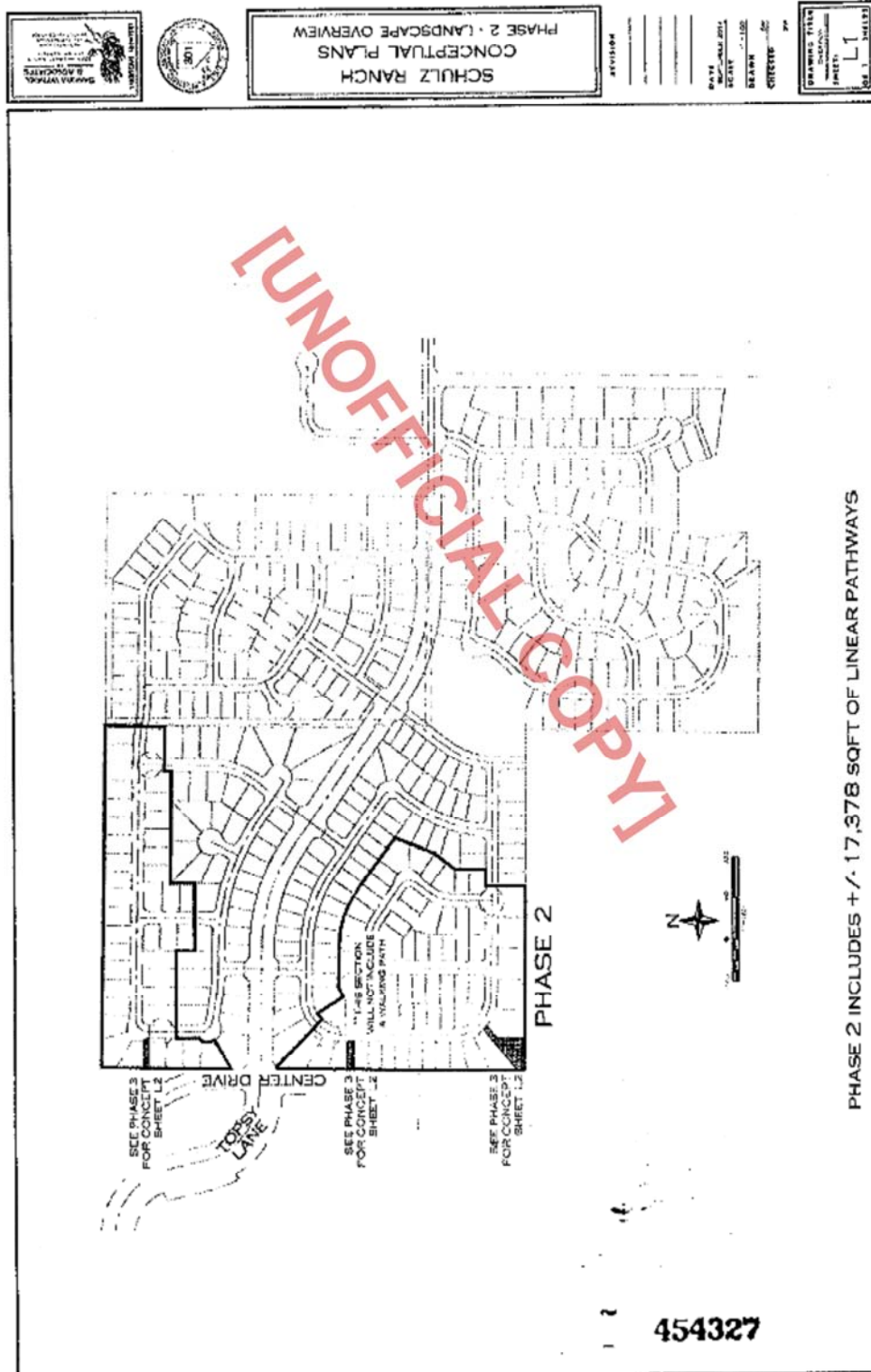
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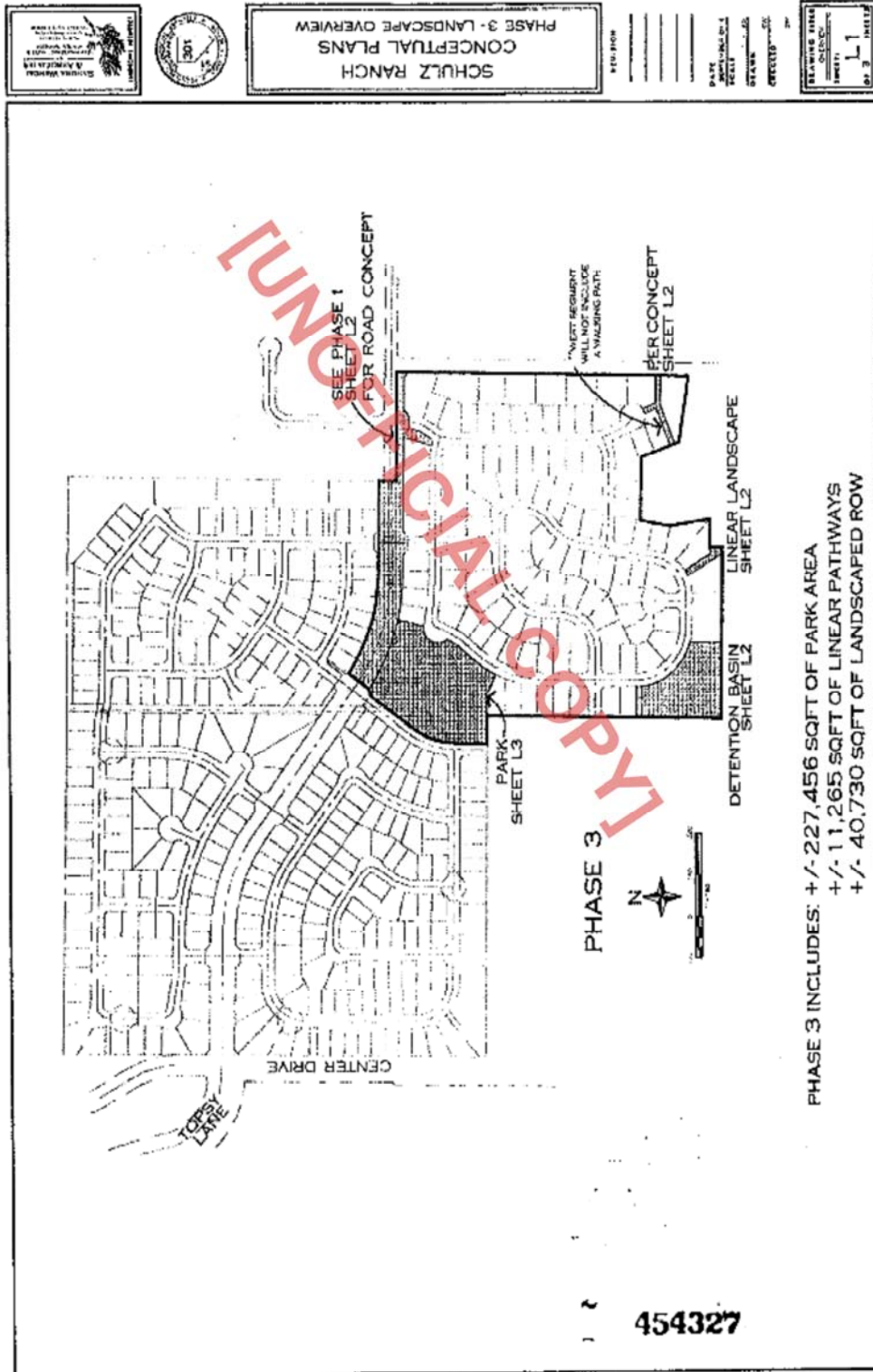
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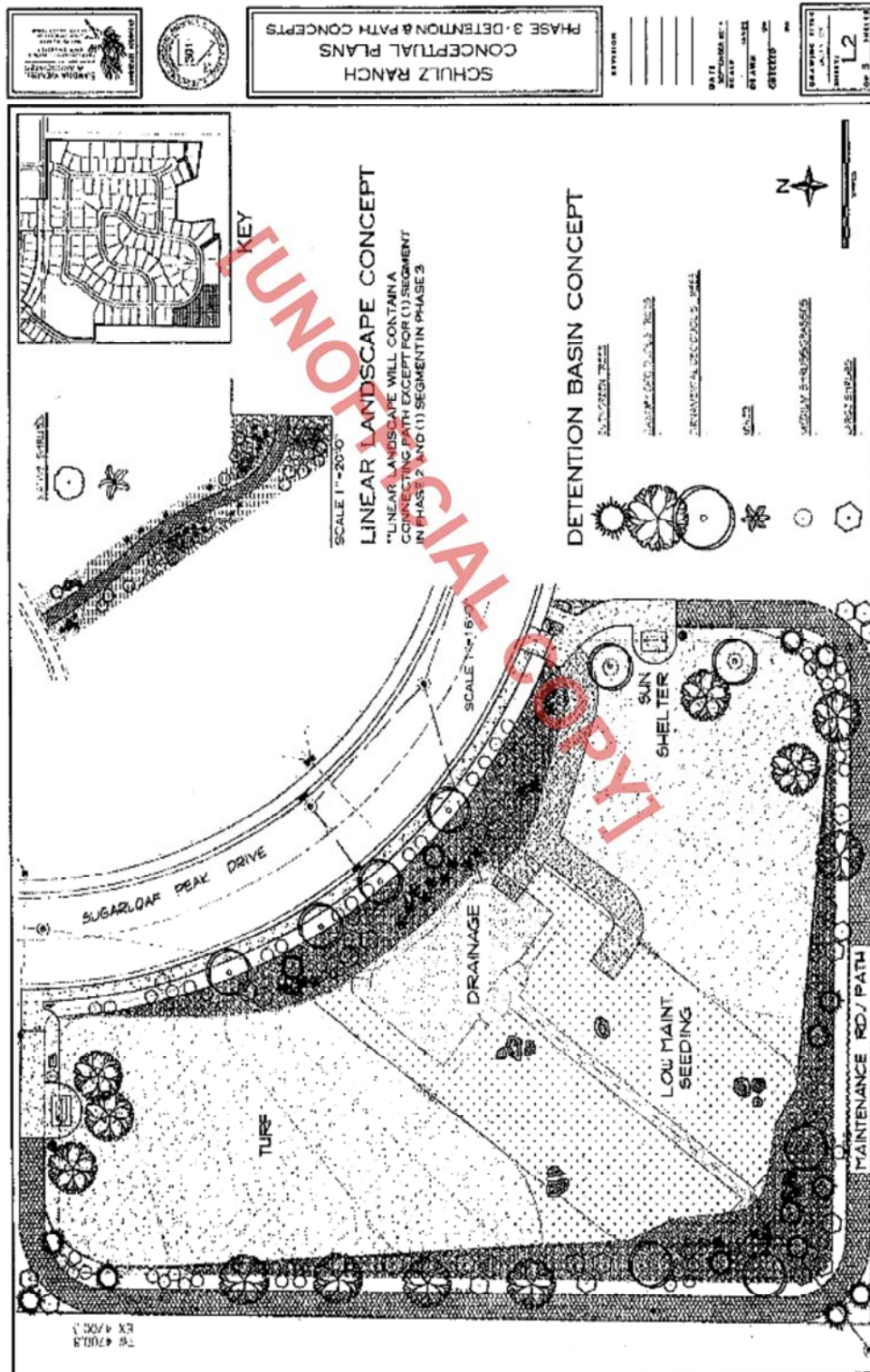
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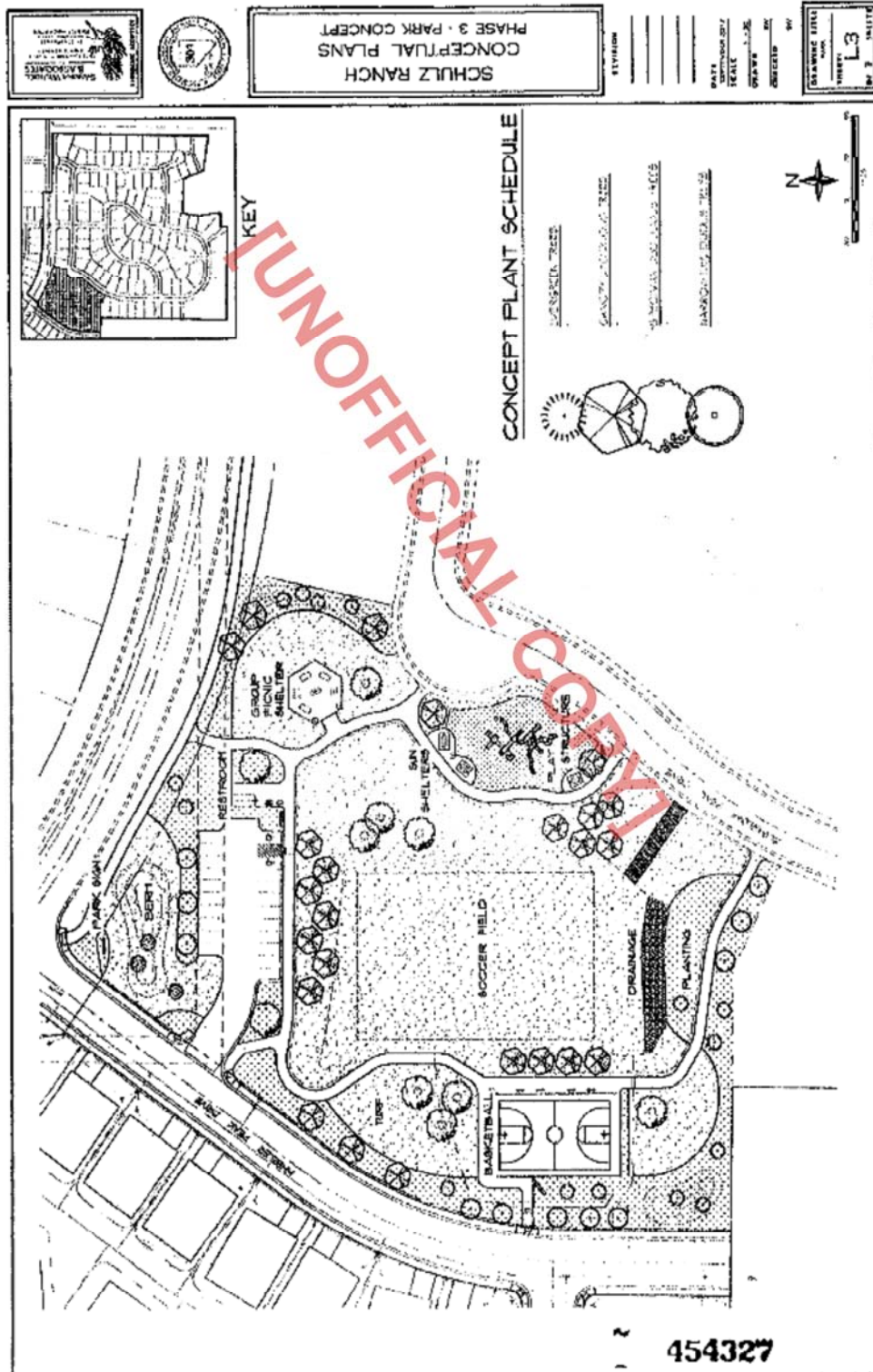


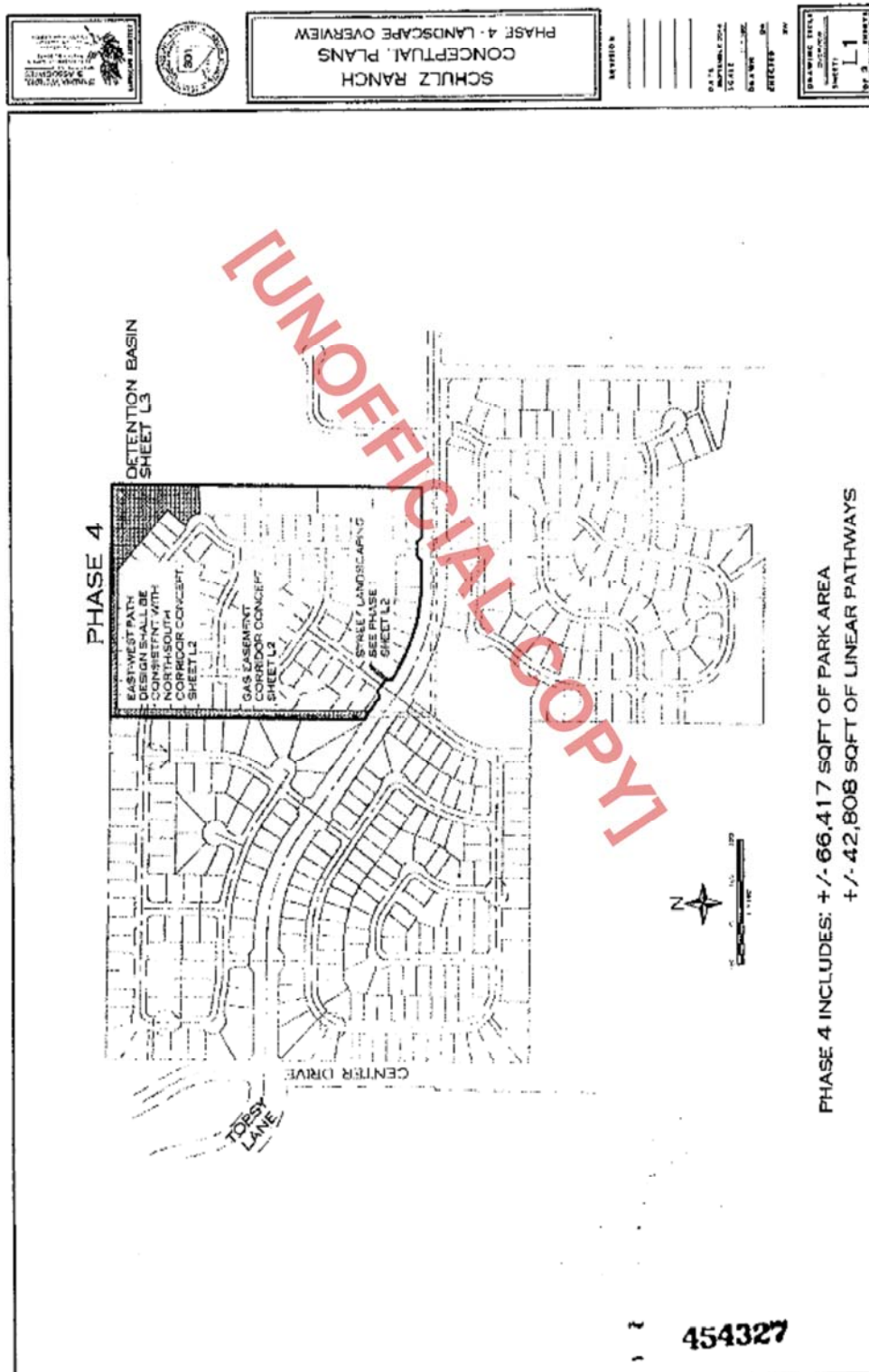


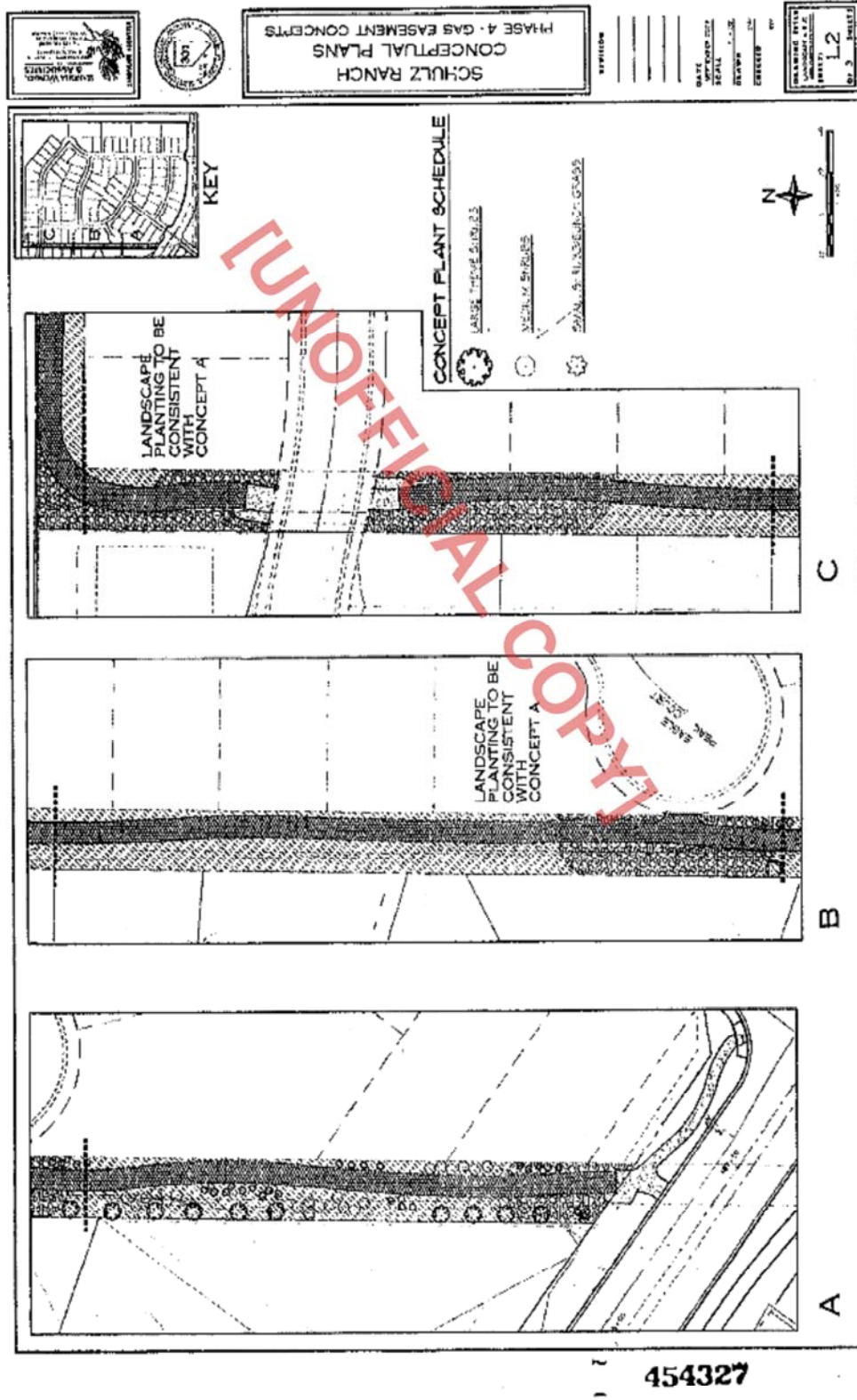


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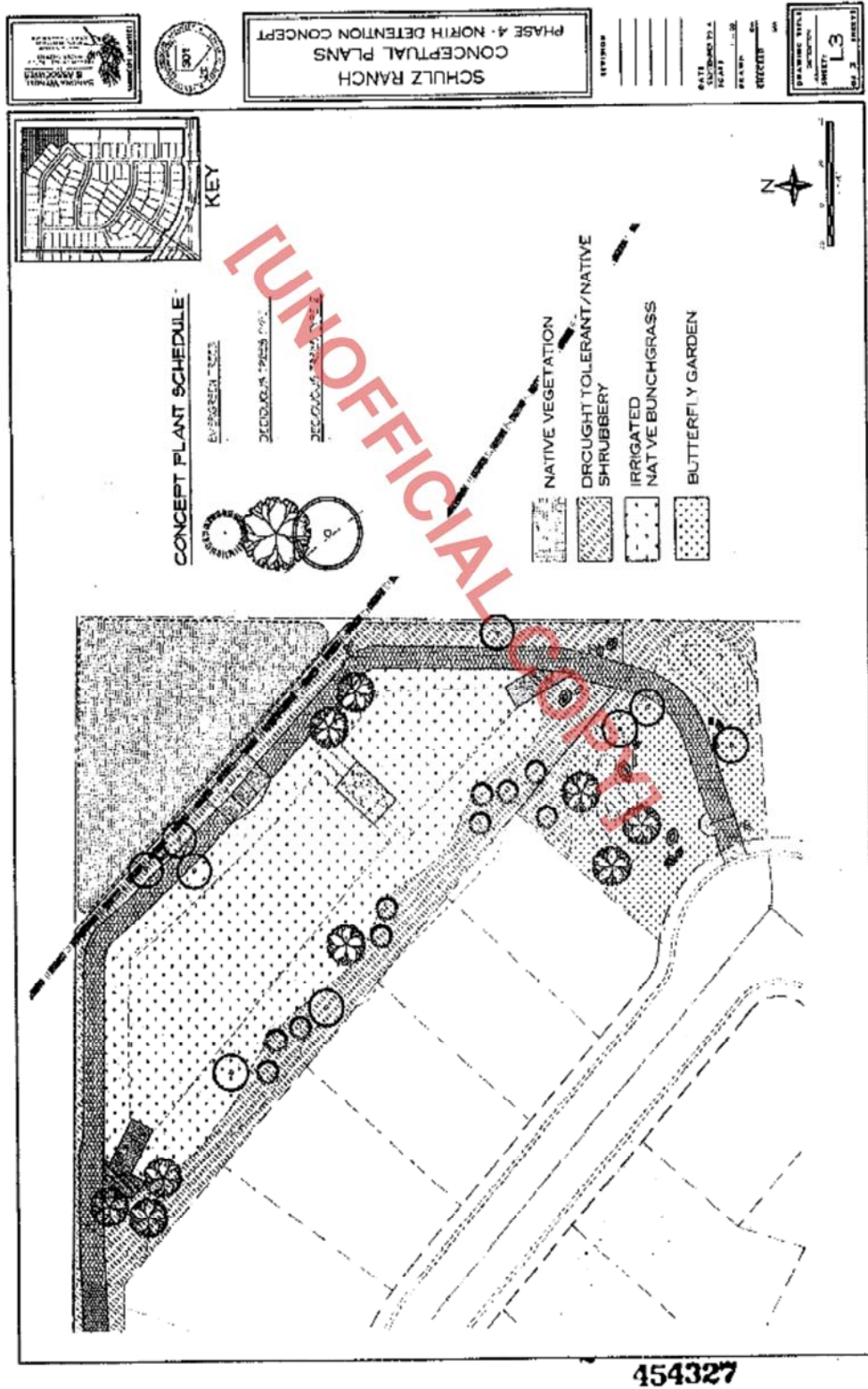


EXHIBIT D
TO PETITION

FORM OF MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT

[See following pages.]

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APN: _____

Escrow No. _____

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

WHEN RECORDED, MAIL TO:

**SCHULZ RANCH MAINTENANCE DISTRICT
DEVELOPMENT AGREEMENT**

This **SCHULZ RANCH MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT** ("Agreement") is made effective as of the ____ day of _____, 20__ ("Effective Date"), among **SCHULZ RANCH, LLC**, a Delaware limited liability company ("Developer 1"), and **RYDER-DUDA CARSON, LLC**, a Nevada limited liability company ("Developer 2") (and together with Developer 1, individually and collectively, "Developer"), and **CARSON CITY**, a consolidated municipality ("Carson City"). Developer and Carson City are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

A. On or about _____, 20__, Developer submitted to Carson City the Schulz Ranch Maintenance District Petition ("Petition"). On or about _____, 20__, the Carson City Board of Supervisors ("Board") approved and adopted the Petition, and the notice of creation of the Maintenance District required by Carson City Municipal Code ("CCMC") 17.18.060(3)(b) ("Notice of Creation") was recorded on _____, 2014, as Document No. _____, in the Official Records, Carson City, Nevada ("Official Records").

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

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

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

1. **Property.** The Property subject to this Agreement is described on Exhibit A. Following the recording of the Notice of Creation by Carson City, Developer will cause a notice of maintenance district assessment ("Notice of Maintenance District Assessment") to be recorded against the Property in the Official Records. The Notice of Maintenance District Assessment will list (i) each Assessed Property's legal description, and if available its assessor's parcel number, for each Assessed Property, (ii) the then current estimated or actual Assessment Amount for each Assessed Property, and (iii) contact information for Carson City for owners of Assessed Property to obtain information about the Maintenance District and the Assessment Amount. The Notice of Maintenance District Assessment will be substantially in the form attached at Exhibit B.

2. **Duration of Agreement.** The term of this Agreement begins upon the execution of this Agreement by the last Party, and terminates automatically on the last Final Project Acceptance for a Phase of Maintenance District Property, unless the Agreement is sooner terminated under NRS 278.0205 or the provisions of this Agreement, and except as to provisions herein that expressly survive termination ("Termination Date"). No further action by any Party is necessary to terminate this Agreement on the Termination Date under this Section 2. **EXPIRATION OR TERMINATION OF THIS AGREEMENT SHALL NOT TERMINATE THE MAINTENANCE DISTRICT.**

3. **Use.** The permitted uses of the Property, the density or intensity of the land use, and the maximum height and size of any proposed buildings shall be as set forth in the Development Approvals. The terms of this Section 3 survive the expiration or termination of this Agreement.

4. **Improvements; Construction Schedule.** The improvements subject to this Agreement are identified on Exhibit E to the Petition (each, an "Improvement," and collectively, the "Improvements"). Subject to extensions of time with respect to any one or more of the Development Approvals (including of the tentative map for Schulz Ranch (TSM -05-144)), Developer shall cause the Improvements to be installed or constructed in accordance with the schedule for construction, including the deadlines for completion thereof, on Exhibit C. If any such extensions of time conflict with Exhibit C, such extensions shall control for purposes of this Agreement. The installation or construction of the Improvements shall be performed in a good and workmanlike manner, in accordance with the Development Approvals, Petition and the CCMC, and at the sole cost and expense of Developer.

5. **Maintenance and Administration.**

5.1. On and after the date of Final Project Acceptance for a Phase of Maintenance District Property, Carson City shall maintain the Maintenance District Property associated with such Phase (including all Improvements), diligently, in good repair, in accordance with applicable law,

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and at least in as good a condition as existing as of the date of such Final Project Acceptance, normal wear and tear excepted. Carson City agrees to not unreasonably withhold, delay or condition any inspection or approval necessary to achieve Final Project Acceptance. The terms of this Section 5.1 survive each Final Project Acceptance as to the applicable Maintenance District Property; provided, however, the standard of maintenance set forth in this Section 5.1 shall terminate upon Final Project Acceptance for the last and final Phase of Maintenance District Property.

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

6. **Warranty.** On and after the date of Final Project Acceptance for a Phase of Maintenance District Property, all workmanship and materials of the Improvements associated with such Maintenance District Property shall be subject to a full one-year warranty. This warranty requires that all such Improvements (including trees, plants, irrigation systems, fencing, lighting, or any other landscaping components installed by or on behalf of Developer) be repaired or replaced to the reasonable satisfaction of Carson City if not healthy, thriving, or in disrepair promptly after written notification to Developer by Carson City of the deficiencies.

7. **Indemnification.** Developer agrees for itself, its successors and assigns that it, its successors and assigns shall indemnify, defend at Carson City's option and by counsel approved by Carson City, and hold harmless Carson City, its officers, representatives, employees and agents from and against any and all actions, penalties, liability, claims, demands, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature brought by a third party and arising out of damage or loss resulting from the Developer's or Developer's agent's improper or defective materials, installation or design of the Improvements. In no event shall Developer be required to indemnify Carson City for any actions, penalties, liabilities, claims, demands, losses, damages, expenses, or costs (including without limitation costs and fees of litigation) of any nature arising from or related to negligent, reckless, knowing, intentional or willful conduct or actions of Carson City or its officers, representatives, employees, agents or independent contractors. This provision does not prevent Carson City from joining in as a party or obtaining a settlement in any suit against a developer, contractor or subcontractor for improper or defective materials, installation or design of any Improvement dedicated to Carson City. The terms of this Section 7 survive each Final Project Acceptance as to the applicable Maintenance District Property for a period of two (2) years.

8. **Dedication for Public Use.** Pursuant to CCMC 17.18.050(2)(m)(1), the Maintenance District Property as described on each Subdivision Map is hereby dedicated to Carson City, and the same shall be open and available for public use and access. Developer shall cause each Subdivision Map to contain a note substantially similar to the following: *Pursuant to CCMC 17.18.050, the Maintenance District Property described hereon is hereby dedicated to Carson City and shall be open and available for public use and access.* Developer will grant to Carson City such easements

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as may be reasonably necessary to allow Carson City to access Maintenance District Property for the purpose of maintaining the same in accordance with the Petition and this Agreement.

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

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

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

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

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

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

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

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If to Developer 2: Ryder-Duda Carson, LLC
 c/o Ryder NV Management, LLC
 985 Damonte Ranch Pkwy, Suite 140
 Reno, Nevada 89521

Attn: Bobbie Merrigan
 Tel.: (775) 823-3788
 Fax: (775) 823-3799

With a copy to: Holland and Hart LLP
 5441 Kietzke Lane, 2nd Floor
 Reno, Nevada 89511

Attn: Douglas C. Flowers, Esq.
 Tel.: (775) 327-3000
 Fax: (775) 786-6179

If to Carson City: Carson City Parks & Recreation Director
 3303 Butti Way, Building 9
 Carson City, NV 89701

Attn: Roger Moellendorf
 Tel.: (775) 283-7345
 Fax: (775) 887-2145

And to: Carson City Community Development Director
 108 East Proctor Street
 Carson City, NV 89701

Attn: Lee Plemel
 Tel: (775) 283-7075
 Fax: (775) 887-2278

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With a copy to:

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

Attn: Jennifer Mayhew, Esq.
Tel.: (775) 887-2070
Fax: (775) 887-2129

Any such notice shall be deemed delivered as follows: (a) if personally delivered, the date of delivery to the address of the person to receive such notice; (b) if sent by Federal Express or other reputable overnight courier service, the date of delivery to the address of the person to receive such notice; or (c) if sent by facsimile transmission, on the business day transmitted to the person to receive such notice if sent by 5:00 p.m., Pacific time, on such business day, and the next business day if sent after 5:00 p.m., Pacific time, or on a day other than a business day. Any notice sent by facsimile transmission must be confirmed by sending by Federal Express or other reputable overnight delivery service a copy of the notice sent by facsimile transmission. Any Party may change its address for notice by written notice given to the other at least five (5) calendar days before the effective date of such change in the manner provided in this Section.

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

13. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

13.12. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land.

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

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

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

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

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

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

| | |
|-----------|---|
| Exhibit A | Property |
| Exhibit B | Form of Notice of Maintenance District Assessment |
| Exhibit C | Construction Schedule |

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

DEVELOPER:

SCHULZ RANCH, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

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

By: _____
Name: _____
Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF _____)

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

CARSON CITY:

CARSON CITY,
a consolidated municipality

By: _____
Name: _____
Its: _____

Approved as to form:

CARSON CITY DISTRICT ATTORNEY

By: _____
Name: _____
Its: _____

Notary Public
My Commission Expires: _____

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STATE OF NEVADA)
) ss.
 COUNTY OF _____)

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

 Notary Public
 My Commission Expires: _____

STATE OF NEVADA)
) ss.
 COUNTY OF _____)

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

 Notary Public
 My Commission Expires: _____

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EXHIBIT A
TO DEVELOPMENT AGREEMENT
PROPERTY

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DEVELOPER 1 PROPERTY

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

DEVELOPER 2 PROPERTY

All that particular real property situate within the East One-Half of Section (E 1/2) of Section 5, Township 14 North (T.14N.), Range 20 East (R.20E.), Mount Diablo Meridian, being Parcel 2 as shown on the 1st Parcel Map for SCHULZ RANCH DEVELOPERS, LLC REYNEN & BARDIS (CARSON), LLC, recorded June 27, 2007 in Book 10, Page 2857 as File No. 369098 in the Official Records of Carson City, Nevada.

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EXHIBIT B
TO DEVELOPMENT AGREEMENT

FORM OF NOTICE OF MAINTENANCE DISTRICT ASSESSMENT

[UNOFFICIAL COPY]

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APN: _____

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

WHEN RECORDED, MAIL TO:

NOTICE OF MAINTENANCE DISTRICT ASSESSMENT

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

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

YOU ARE FURTHER NOTIFIED that the current estimate of the Assessment Amount for each Assessed Property within the Maintenance District is \$_____ per each Assessed Property per year. The Assessment Amount is anticipated to increase in the future as shown by the Financial Plan and estimates thereon attached at Exhibit G to the Petition. **NOTE THAT:**

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

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

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

[Signatures to follow.]

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DATED: this _____ day of _____, 20__.

SCHULZ RANCH, LLC,
a Delaware limited liability company

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

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF _____)

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

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
) ss.
COUNTY OF _____)

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

Notary Public
My Commission Expires: _____

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EXHIBIT A
TO NOTICE OF MAINTENANCE DISTRICT ASSESSMENT

Legal Description

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EXHIBIT C
TO DEVELOPMENT AGREEMENT
CONSTRUCTION SCHEDULE

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

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

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EXHIBIT E
TO PETITION

DEVELOPMENT STANDARDS REQUIREMENTS

[See following pages.]

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Schulz Ranch Phase 1 Development Standards Requirements

LANDSCAPE

| Description | Unit | Quantity |
|-------------------------------------|------|----------|
| Mobilization | LS | 1 |
| Large Boulders | EA | 18 |
| Medium Boulders | EA | 20 |
| Small Boulders | EA | 14 |
| 6' Ht. Pines | EA | 4 |
| 6' Ht. Juniper | EA | 13 |
| 2" Caliper Trees | EA | 68 |
| 15 Gallon Shrubs | EA | 12 |
| 5 Gallon Shrubs | EA | 655 |
| 1 Gallon Shrubs | EA | 252 |
| 30" Speciman Shrub | EA | 2 |
| Soil for Mounds | CY | 315 |
| Decomposed Granite Mulch + Topdress | CY | 248 |
| River Cobble Mulch | CY | 450 |
| Screen Mulch | CY | 28 |
| Weed Fabric | SF | 36,935 |
| Pre-emergent Herbicide | LS | 1 |

IRRIGATION

| Description | Unit | Quantity |
|---------------------------------------|------|----------|
| Satellite Controller With Elec. Meter | LS | 1 |
| 3" Backflow Preventer, MV, FS | LS | 1 |
| 3" Backflow Cover | LS | 1 |
| Valve Wires, Common, Spares | LF | 9,110 |
| Mainline, HDPE and Fittings | LF | 2,200 |
| Sleeving and Electrical Conduit | LF | 915 |
| 1.5" and 2" Gate Valve | EA | 6 |
| 4" Gate Valve | EA | 1 |
| Quick Coupler | EA | 14 |
| Drip Valve | EA | 5 |
| Rectangular Valve Box | EA | 8 |
| 6" or 10" Round Box | LF | 48 |
| Drip Irrigation | LS | 1 |
| 3" Irrigation Meter and Hookup | EA | 1 |

MISCELLANEOUS

| Description | Unit | Quantity |
|--------------------------------|------|----------|
| Pipe Swing Gate | LS | 1 |
| Phone Line | LF | 20 |
| Electrical Power to Controller | LF | 20 |
| Concrete Walkways | LF | 1,390 |
| Main Entry Monument | EA | 1 |
| Entry Monuments | EA | 5 |

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Schulz Ranch Phase 2
Development Standards Requirements

(3) PEDESTRIAN CORRIDORS - LANDSCAPE & IRRIGATION

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

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Schulz Ranch Phase 3 Development Standards Requirements

PARK LANDSCAPE

| Description | Unit | Quantity |
|---|------|----------|
| Mobilization | LS | 1 |
| Mln. 6' Evergreens | EA | 18 |
| 2" Caliper Trees | EA | 45 |
| 5 Gallon Shrubs | EA | 275 |
| 1 Gallon Shrubs | EA | 100 |
| 30" Specimen Shrub | EA | 2 |
| Soil for Mounds | CY | 342 |
| Decomposed Granite Mulch | CY | 211 |
| Sod Lawn | SF | 92,193 |
| Mow Curb | LF | 785 |
| Rubber Edging | LF | 570 |
| Basketball Hoops, etc. | EA | 2 |
| Removable Entry Bollards | EA | 5 |
| Monument Sign | EA | 1 |
| Park Regulation Sign | EA | 3 |
| Trash Container | EA | 6 |
| Bike Rack | EA | 1 |
| Bench | EA | 4 |
| Drinking Fountain or Restroom | EA | 1 |
| 6' Picnic Table | EA | 2 |
| 8' Picnic Table | EA | 4 |
| 8' ADA Accessible Picnic Table | EA | 3 |
| Small Sun Shelter | EA | 2 |
| Large Sun Shelter | EA | 1 |
| 40' Group Pavilion (Electric by Engin.) | EA | 1 |
| Inclusive Play Structure/Equipment | EA | 1 |
| Poured In Place Surfacing | SF | 5,320 |
| 8' high Cyclone Fence for BB Court | LF | 125 |
| 4' high Vinyl Coated Cyclone | LF | 160 |
| Pre-emergent Herbicide | LS | 1 |

PARK IRRIGATION

| Description | Unit | Quantity |
|---------------------------------|------|----------|
| 12 Station Controller Upgrade | EA | 1 |
| Valve Wires, Common, Spares | LF | 8,180 |
| Mainline, HDPE and Fittings | LF | 1,234 |
| Sleeving and Electrical Conduit | LF | 208 |
| 1.5" and 2" Gate Valve | EA | 2 |
| 3" Gate Valve | EA | 2 |
| 4" Gate Valve | EA | 1 |
| Quick Coupler | EA | 6 |
| Sprinkler Valves | EA | 11 |
| Sprinkler Rotors & Laterals | EA | 86 |
| Drip Valves | EA | 3 |
| Rectangular Valve Box | EA | 15 |
| 6" and 10" Round Box | LF | 20 |
| Drip Irrigation | LS | 1 |

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PARK MISCELLANEOUS

| Description | Unit | Quantity |
|--------------------------------|------|----------|
| 3" Asphalt Concrete Pavement | SF | 8,000 |
| 6" Asphalt Concrete Pavement | SF | 8,000 |
| Curb & Cutter with Base | LF | 187 |
| Median Curb with Base | LF | 235 |
| 8" Concrete Walk | LF | 1,320 |
| Traffic Control Signs | EA | 1 |
| Pavement Markings | LS | 1 |
| Basketball Court Paving & Base | SF | 6,000 |
| Basketball Court Striping | LS | 1 |
| Electrical | LF | 200 |
| Plumbing 3/4" Water Service | EA | 1 |
| Restroom | EA | 1 |
| Grasscell Product | SF | 1,400 |
| Block Retaining Wall | LF | 100 |

SOUTH DETENTION BASIN - LANDSCAPE

| Description | Unit | Quantity |
|----------------------------------|------|----------|
| Mobilization | LS | 1 |
| Large Boulders | EA | 9 |
| Min. 6' Evergreens | EA | 15 |
| 2" Caliper Trees | EA | 20 |
| 5 Gallon Shrubs | EA | 140 |
| Decomposed Granite Mulch | CY | 39 |
| River Cobble Mulch | CY | 137 |
| Sod Lawn | SF | 29,075 |
| Mow Curb | LF | 745 |
| Revegetation Seeding | SF | 12,700 |
| Rubber Edging | LF | 133 |
| Park Regulation Sign | EA | 2 |
| Trash Container | EA | 2 |
| Mutt Mitt Station and Receptacle | EA | 2 |
| 6' Picnic Table | EA | 1 |
| 8' ADA Accessible Picnic Table | EA | 1 |
| Small Shade Shelter | EA | 2 |
| Large Shade Shelter | EA | 1 |
| Split Rail Fencing | LF | 255 |
| Pipe Swing Gate | LS | 2 |

SOUTH DETENTION BASIN - IRRIGATION

| Description | Unit | Quantity |
|---------------------------------|------|----------|
| 12 Station Controller Upgrade | EA | 1 |
| Valve Wires, Common, Spares | LF | 17,840 |
| Mainline, HDPE and Fittings | LF | 1,470 |
| Sleeving and Electrical Conduit | LF | 1,978 |
| 1" Gate Valve | EA | 2 |
| 3" Gate Valve | EA | 2 |
| Hydrant | EA | 2 |
| Quick Coupler | EA | 3 |
| Sprinkler Valves | EA | 6 |
| Sprinkler Rotors and Laterals | EA | 33 |
| Drip Valves | EA | 2 |

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| | | |
|-----------------------|----|----|
| Rectangular Valve Box | EA | 8 |
| 6" and 10" Round Box | LF | 15 |
| Drip Irrigation | LS | 1 |

SOUTH DETENTION BASIN - MISCELLANEOUS

| Description | Unit | Quantity |
|------------------------------------|------|----------|
| Fencing | LF | 878 |
| Engineered Gravel/ DG Road Surface | SF | 7,096 |
| Concrete Walks & Pads | SF | 1,930 |
| Drainrock | SF | 3,984 |
| Grasscell | SF | 1975 |
| Pull Boxes | EA | 4 |

ENTRY ROAD - LANDSCAPE

| Description | Unit | Quantity |
|-------------------------------------|------|----------|
| Mobilization | LS | 1 |
| Boulders (3 sizes average) | EA | 30 |
| 6' Ht. Pines | EA | 2 |
| 6' Ht. Juniper | EA | 9 |
| 2" Caliper Trees | EA | 36 |
| 5 Gallon Shrubs | EA | 433 |
| 1 Gallon Shrubs | EA | 135 |
| Soil for Mounds | CY | 185 |
| Decomposed Granite Mulch + Topdress | CY | 168 |
| River Cobble Mulch and Scree | CY | 250 |
| Weed Fabric | SF | 19,882 |
| Pre-emergent Herbicide | LS | 1 |

ENTRY ROAD - IRRIGATION

| Description | Unit | Quantity |
|---------------------------------|------|----------|
| Valve Wires, Common, Spares | LF | 7,554 |
| Mainline, HDPE and Fittings | LF | 1,340 |
| Sleeving and Electrical Conduit | LF | 335 |
| 1.5" Gate Valve | EA | 2 |
| Quick Coupler | EA | 8 |
| Drip Valve | EA | 4 |
| Rectangular Valve Box | EA | 4 |
| 6" or 10" Round Box | LF | 26 |
| Drip Irrigation | LS | 1 |

ENTRY ROAD - MISCELLANEOUS

| Description | Unit | Quantity |
|-----------------|------|----------|
| Concrete Walks | SF | 9,124 |
| Entry Monuments | EA | 4 |

(2) PEDESTRIAN CORRIDORS - LANDSCAPE AND IRRIGATION

| Description | Unit | Quantity |
|-------------------------------|------|----------|
| Rock and Dec. Granite Mulches | CY | 45 |
| Weed Fabric | SF | 3,560 |
| Pre-emergent Herbicide | LS | 1 |
| Crushed Rock Path | CY | 21 |
| Soil for Mounds | CY | 27 |
| Extruded Concrete Curb | LF | 580 |

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| | | |
|--|----|----|
| Boulders (3 sizes average) | EA | 18 |
| 5 Gallon Shrubs | EA | 25 |
| 1 Gallon Shrubs | EA | 37 |
| Temporary Drip Irrig., Backflows, etc. | LS | 1 |

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Schulz Ranch Phase 4 Development Standards Requirements

NORTH DETENTION BASIN - LANDSCAPE

| Description | Unit | Quantity |
|----------------------------------|------|----------|
| Mobilization | LS | 1 |
| Min. 6' Evergreens | EA | 10 |
| 2" Caliper Trees | EA | 18 |
| 5 Gallon Shrubs | EA | 110 |
| 1 Gallon Shrubs | EA | 66 |
| Boulders (3 sizes average) | EA | 10 |
| Revegetation Seeding | SF | 25,000 |
| Soil for Mounds | CY | 157 |
| Extruded Concrete Curb | LF | 1,142 |
| Ranch Fencing with Wire | LF | 520 |
| Park Regulation Sign | EA | 2 |
| Trash Container | EA | 1 |
| Mutt Mitt Station and Receptacle | EA | 1 |
| 6" Bench with Back | EA | 4 |
| Pipe Swing Gate | EA | 1 |
| Decomposed Granite Mulch | CY | 88 |
| Rock Mulch(s) | CY | 107 |
| Weed Fabric | SF | 8,573 |
| Pre-emergent Herbicide | LS | 1 |

NORTH DETENTION BASIN - IRRIGATION

| Description | Unit | Quantity |
|---------------------------------|------|----------|
| 6" Station Controller Upgrade | EA | 1 |
| Valve Wires, Common, Spares | LF | 20,460 |
| Mainline, HDPE and Fittings | LF | 565 |
| Sleeving and Electrical Conduit | LF | 66 |
| 1" Gate Valve | EA | 2 |
| Quick Coupler | EA | 3 |
| Hydrant | EA | 1 |
| Sprinkler Valve | EA | 4 |
| Sprinkler Rotors and Laterals | EA | 15 |
| Drip Valve | EA | 3 |
| Rectangular Valve Box | EA | 7 |
| 6" or 10" Round Box | LF | 12 |
| Drip Irrigation | LS | 1 |

NORTH DETENTION BASIN - MISCELLANEOUS

| Description | Unit | Quantity |
|------------------------------------|------|----------|
| Engineered Gravel/ DG Road Surface | SF | 6,136 |
| Concrete Walks & Pads | SF | 1,930 |
| Grasscell | SF | 865 |

GAS EASEMENT - LANDSCAPE

| Description | Unit | Quantity |
|-----------------|------|----------|
| Mobilization | LS | 1 |
| 5 Gallon Shrubs | EA | 240 |

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| | | |
|----------------------------------|----|-------|
| 1 Gallon Shrubs | EA | 110 |
| Decomposed Granite Mulch | CY | 112 |
| River Cobble Mulch | CY | 86 |
| Weed Fabric | SF | 6,910 |
| Extruded Concrete Curb | LF | 2,942 |
| Ranch Fencing with Wire | LF | 560 |
| Park Regulation Sign | EA | 2 |
| Trash Container | EA | 3 |
| Mutt Mitt Station and Receptacle | EA | 3 |
| Pipe Swing Gate | EA | 3 |
| Pre-emergent Herbicide | LS | 1 |

GAS EASEMENT - IRRIGATION

| Description | Unit | Quantity |
|---------------------------------|------|----------|
| Valve Wires, Common, Spares | LF | 2,555 |
| Mainline, HDPE and Fittings | LF | 1,760 |
| Sleeving and Electrical Conduit | LF | 200 |
| Quick Coupler | EA | 7 |
| Drip Valves | EA | 3 |
| Rectangular Valve Box | EA | 3 |
| 6" or 10" Round Box | LF | 19 |
| Drip Irrigation | LS | 1 |

GAS EASEMENT - MISCELLANEOUS

| Description | Unit | Quantity |
|------------------------------------|------|----------|
| Engineered Gravel/ DG Road Surface | SF | 16,234 |
| Concrete Street Access | SF | 560 |

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EXHIBIT F
TO PETITION

ALLOCATION PLAN

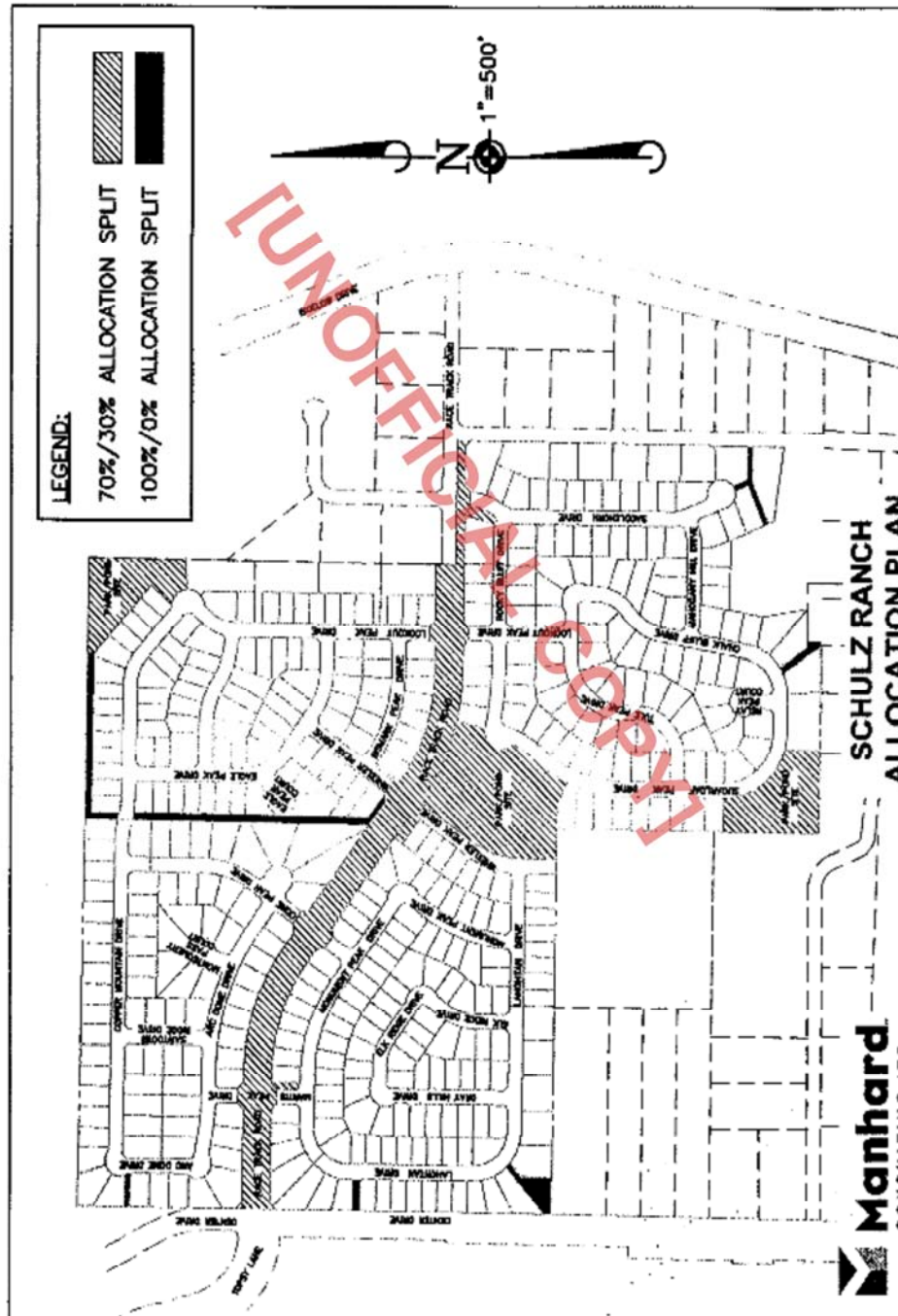
[See following pages.]

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EXHIBIT G
TO PETITION

FINANCIAL PLAN

[See following pages.]

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Schulz Ranch Financial Plan

MAINTENANCE COSTS

PHASE 1

| Description | Unit | Quantity | Unit Cost | Total |
|-----------------------------|------|----------|-----------|--------------|
| Race/track Road Landscaping | SF | 67,694 | \$ 0.30 | \$ 20,308.20 |
| | | | Subtotal: | \$ 20,308.20 |

PHASE 2

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

PHASE 3

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

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

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| PHASE 3 CONTINUED | | | | |
|----------------------------------|----|--------|---------|---------------|
| South Detention Basin/ Park Area | SF | 71,946 | \$ 0.27 | \$ 19,425.42 |
| Linear Pathways | SF | 11,265 | \$ 0.22 | \$ 2,478.30 |
| Racetrack Road Landscaping | SF | 40,730 | \$ 0.30 | \$ 12,219.00 |
| Subtotal: | | | | \$ 167,234.72 |

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

LMD Total Cost: \$ 218,716.43

ALLOCATION BREAKDOWN

70% - 30%

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

100%

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

LMD TOTALS

| | | | | |
|--------------------------|--|--|----|------------|
| Total LMD Yearly Cost | | | \$ | 218,716.43 |
| LMD Initial Deposit | | | \$ | 5,000.00 |
| Carson City Cost | | | \$ | 60,899.18 |
| Schulz Ranch Cost | | | \$ | 157,817.27 |
| Yearly Assessment/ Unit | | | \$ | 372.22 |
| Monthly Assessment/ Unit | | | \$ | 31.02 |

454327

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

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

Notes:

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

454327

EXHIBIT H
TO PETITION

MAINTENANCE PLAN

[See following pages.]

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| Schulz Ranch Maintenance Plan | | |
|---|---|--|
| *Maintenance Levels | | |
| | Turf | Non-Turf |
| Mowing | 2x per week | N/A |
| Aerating | 4x per year | N/A |
| Irrigation | Automatic, w/ central control, repair 24 hours | Inspected 1x per 2 weeks, repair; 48 hours |
| Weed Control | 6x per year | 2x per year |
| Fertilizing | 3x per year | 2x per year |
| Pruning | 2x per year | |
| Mulch | 1x per year | |
| Play Equipment | Inspected 2x per month | N/A |
| Litter | 1x per day | 2x per week |
| Restrooms | Cleaned 1x per day | N/A |
| Amenities | Inspected frequently, repair: as needed | Inspected 1x per 2 weeks, repair; 24-48 hours |
| Snow Removal | 24 hours | 24 hours, 7 days per week |
| Vandalism Mitigated | 24 hours | 24 hours |
| Examples | Edmonds, Governors Field, John D Winters Centennial Park, Mills Park, Fuji Park | Graves Land landscaping, Carson River Park, Mountain Street trailhead, Riverview Park |
| *Performance Levels | | |
| | Turf | Non-Turf |
| Turf | Well-manicured, healthy, vibrant free(less than 1% of unwanted vegetation or weeds) | Good aesthetic appearance of trees and shrubs. Landscaped areas generally free of weeds |
| Litter | Little or none | Minimal litter evident |
| Trees & Shrubs | Manicured | See Turf category above |
| Restrooms | Clean, stocked, open at all times, assessable, maintained in good condition | N/A |
| Amenities | Good condition and appearance, replacements in a timely manner | Amenities in good working order. Paths and trails in good condition, no erosion problems |
| Snow & Ice | Hard surfaces cleared within 24 hours of snowfall | Snow and ice cleared within 24 hours |
| * Maintenance and performance levels for both turf and non-turf areas are based on Level 1 of the Carson City Parks and Recreation Master Plan. | | |

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CARSON CITY CLERK-RECORDER

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AUBREY ROWLATT**Clerk-Recorder**

Carson City

885 E. Musser St, Carson City, NV 89701

RECORDER: (775) 887-2260 | CLERK: (775) 887-2087

www.carson.org

| | | |
|---------------------------------|--------------------------------|---------------------------|
| Transaction # 998530 | Attention: | Source: Drop-off |
| Receipt # 13495 | Name: CARSON CITY PARKS | Returned: Drop-off |
| Cashier Date: 05/08/2020 | Address: | |
| Cashier: SYASUMOTO | | |

MISC. DOCUMENTS

Document Number: 505947

| | | |
|------------------------|--------------------|-----------------------|
| PAYMENT: | AMOUNT: | \$0.00 |
| Total Payments: | Total Fees: | Check Overage: |
| \$ 0.00 | \$ 0.00 | \$ 0.00 |

Notes:

Doc # 505947

Recorded 5/8/2020 2:34 PM

Requested By: CARSON CITY PARKS

Carson City - NV

Aubrey Rowlett Clerk-Recorder

Pg 1 of 6 Fee: \$0.00

Recorded By:SY

APN SEE ATTACHED

APN _____

APN _____

FOR RECORDER'S USE ONLY

AMENDMENT TO SCHUIZ RANCH LANDSCAPE MAINTENANCE
TITLE OF DOCUMENT
DISTRICT RECORDED DOCUMENT 454327

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

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

Jennifer Budge
Signature

Jennifer Budge, Director
Print Name & Title
Parks & Rec.

WHEN RECORDED MAIL TO:

PARKS & Recreation



CARSON CITY NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

APN: Please refer to schedule attached


AMENDMENT TO SCHULZ RANCH LANDSCAPE MAINTENANCE DISTRICT
RECORDED DOCUMENT 454327

YOU ARE HEREBY NOTIFIED that this amendment supplements information contained in document #454327, recorded on May 28, 2015, as to all parcels listed in the exhibits to recorded document #454327, and all parcels subdivided therefrom.

YOU ARE FURTHER NOTIFIED that the detention pond adjacent to Coffey Drive, as depicted on Exhibit A, is a part of the overall drainage system that serves the Schulz Ranch Development. As such, the Schulz Ranch Landscape Maintenance District is hereby amended to add the detention pond to the Maintenance District. The detention pond will be maintained as a part of the Maintenance District, and the proposed maintenance plan for the detention pond is outlined in Exhibit B.

THE ASSESSMENT AMOUNT WILL NOT INCREASE DUE TO THE ADDITION OF THIS AREA AT THIS TIME. The limited maintenance needs of the detention pond do not warrant an adjustment of the assessment amounts at this time. Any future assessment adjustment will take into consideration the maintenance needs of the detention pond.

Information about this notice, the Landscape Maintenance District, and the assessment amount may be obtained by calling the Carson City Parks, Recreation and Open Space administration Office at 775.287.2262.



 Jennifer Budge, Director
 Parks and Recreation



CARSON CITY NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

STATE OF NEVADA

SS

CARSON CITY

On this 6 day of may, 2020, in Carson City Nevada, Jennifer Budge, Parks and Recreation Director, personally appeared before me, in and for Carson City, and is acknowledged before me to be the person and official described who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily in her official capacity as the Parks and Recreation Director, for the uses and purposes mentioned therein.

Nicole Phay
 Notary Public
 My Commission Expires June 15 2023

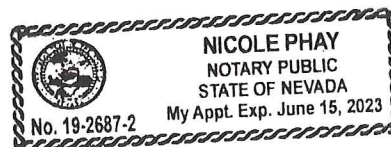
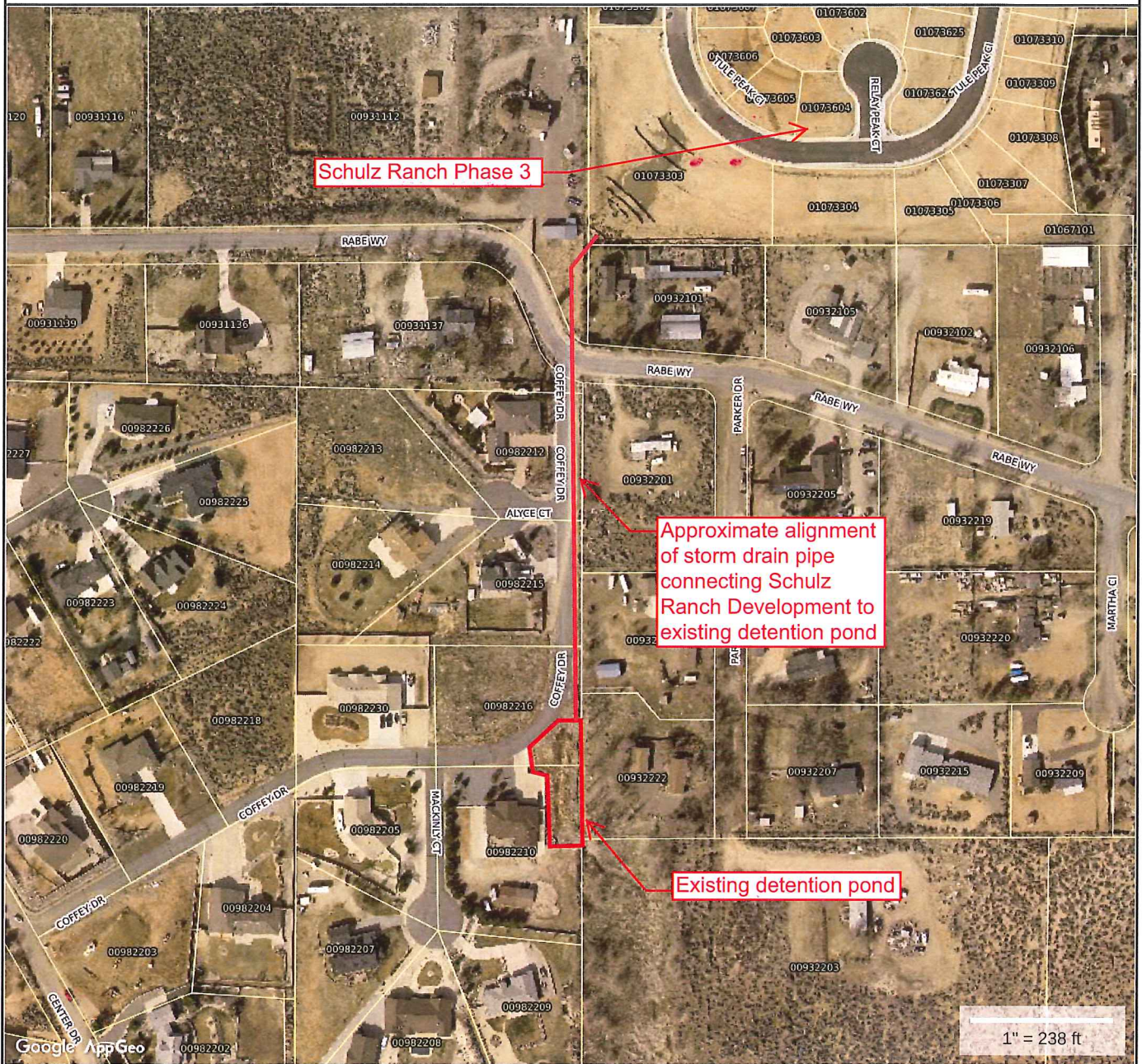


Exhibit A



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Carson City , NV makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/17/2018
Data updated 11/17/2018

Exhibit B

Maintenance Requirements for Coffey Drive Detention Pond

| Component | Condition | Conditions Requiring Maintenance | Expected Result |
|--------------------|-------------------------------------|---|--|
| Side Slopes | erosion | erosional features over 2" deep | slopes stabilized and shielded from erosion |
| Storage Volume | sediment | accumulations exceeding 10% of the design volume | sediment cleaned out |
| | trash/debris | trash/debris accumulations exceeding 1 cu. ft. per 1000 sq. ft. within a landscaped area | trash/debris removed |
| Overflow/Spillway | missing rock | any exposure of native soil | rock restored to original lines & grades |
| Vegetation Control | tree growth | trees interfering with access, silt removal, mowing or vactoring | trees pruned, trimmed and repaired or removed |
| | plant growth | height of ground cover, grass, or plants interferes with the function of the facility | grass mowed to 2" in height, plants thinned and/or trimmed |
| | noxious/ poisonous vegetation | Russian knapweed, yellow star thistle, tall white-top and other poisonous and/or noxious plants | all undesirable vegetation removed or controlled |

Notes:

- Inspection frequency will be 1x per month or after significant storm events
- Above maintenance requirements are consistent with those outlined in the Carson City Storm Drainage Facilities Operation and Maintenance Manual

SCHEDULE OF APNs

009-311-70

010-671-03 through 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

010-715-01 through 12

010-731-01 through 05

010-732-01 through 11

010-733-01 through 18

010-734-01 through 12

010-735-01 through 20

010-736-01 through 26

010-737-01 through 24

010-751-01 through 32

010-752-01 through 17

010-753-01 through 18

010-754-01 through 09

010-755-01 through 11

010-756-01 through 17

010-757-01



Carson City Planning Division

108 E. Proctor St.
Carson City, Nevada 89701
(775) 887-2180
Planning@carson.org
www.carson.org

BOARD OF SUPERVISORS September 19, 2019

NOTICE OF DECISION – TSM-19-124

A request for a Tentative Subdivision Map to create 29 single family lots within the Schulz Ranch Specific Plan Area on property zoned Single Family 6,000 Schulz Ranch Specific Plan Area, located at the southern terminus of Wheeler Peak Drive, approximately 600 feet south of Race Track Road and 750 feet east of Center Drive, APN 009-311-47.

The Board of Supervisors considered the request on September 19, 2019 in conformance with the City and State legal requirements approving TSM-19-124 based on the findings contained in the staff report and subject to the conditions of approval contained in the staff report.

CONDITIONS OF APPROVAL

The following are conditions of approval required per CCMC 18.02.105.5:

1. All final maps shall be in substantial accord with the approved tentative map.
2. Prior to submittal of any final map, the Development Engineering Department shall approve all on-site and off-site improvements. The applicant shall provide construction plans to the Development Engineering Department for all required on-site and off-site improvements, prior to any submittals for approval of a final map. The plan must adhere to the recommendations contained in the project soils and geotechnical report.
3. Lots not planned for immediate development shall be left undisturbed and mass grading and clearing of natural vegetation shall not be allowed. Any and all grading shall comply with City standards. A grading permit from the Nevada Division of Environmental Protection shall be obtained prior to any grading. Noncompliance with this provision shall cause a cease and desist order to halt all grading work.
4. All lot areas and lot widths shall meet the zoning requirements approved as part of this tentative map with the submittal of any final map.
5. With the submittal of any final maps, the applicant shall provide evidence to the Planning and Community Development Department from the Health and Fire Departments indicating the agencies' concerns or requirements have been satisfied. Said correspondence shall be included in the submittal package for any final maps and shall include approval by the Fire Department of all hydrant locations.
6. The following note shall be placed on all final maps stating:

"These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance."

7. Placement of all utilities, including AT&T Cablevision, shall be underground within the subdivision. Any existing overhead facilities shall be relocated prior to the submittal of a parcel map or preferably final maps.
8. The applicant must sign and return the Notice of Decision for conditions for approval within ten (10) days of receipt of notification after the Board of Supervisors meeting. If the Notice of Decision is not signed and returned within ten (10) days, then the item may be rescheduled for the next Planning Commission meeting for further consideration.
9. Hours of construction will be limited to 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday and Sunday. If the hours of construction are not adhered to, the Carson City Building Department will issue a warning for the first violation, and upon a second violation, will have the ability to cause work at the site to cease immediately.
10. The applicant shall adhere to all City standards and requirements for water and sewer systems, grading and drainage, and street improvements.
11. The applicant shall obtain a dust control permit from the Nevada Division of Environmental Protection. The site grading must incorporate proper dust control and erosion control measures.
12. A detailed storm drainage analysis, water system analysis, and sewer system analysis shall be submitted to the Development Engineering Department prior to approval of a final map.
13. Prior to the recordation of the final map for any phase of the project, the improvements associated with the project must either be constructed and approved by Carson City, or the specific performance of said work secured, by providing the City with a proper surety in the amount of one hundred fifty percent (150%) of the engineer's estimate. In either case, upon acceptance of the improvements by the City, the developer shall provide the City with a proper surety in the amount of ten percent (10%) of the engineer's estimate to secure the developer's obligation to repair defects in workmanship and materials which appear in the work within one (1) year of acceptance by the City. Improvements associated with the Conditional Letter of Map Revision must be constructed and may not be secured for in lieu of construction.
14. 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.
15. The District Attorney shall approve any CC&R's prior to recordation of the first final map.

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

16. The proposed storm drain flows to the storm drain system of Schulz Ranch Phase 3. This system is under construction with a design revision that is still in review. No site improvement permit, including grading permits, may be issued prior to the design revision being approved, including proof of lawful easements for the off-site drainage. No final map may be recorded for this subdivision until the revised storm drain improvements are installed and accepted or an approved alternative means of storm drain conveyance is provided.
17. A separate mass grading permit will not be allowed. Grading must be permitted together with all other site improvements.
18. A swale must be constructed along the west property line to intercept and propagate storm drainage. This feature must be maintained in perpetuity by a home owners association or similar entity unless common areas, including this swale, will be maintained by the Schulz Ranch maintenance district. A drainage easement shall be provided per condition 24 below.
19. A traffic impact study must be provided with the site improvement permit application including a full stop sign warrant analysis of the intersection of Race Track Road and Center Drive, and the intersection must be signed and striped if recommended by the study.
20. Fire hydrants must be provided at the end of the cul-de-sacs instead of flush assemblies.
21. The applicant shall incorporate "best management practices" into their construction documents and specifications to reduce the spread of noxious weeds.
22. The applicant shall install a 6 foot tall wood fence, matching Phase 1-4 of Schulz Ranch, along the common property line between Lot #29 and the Schulz Ranch Park. The property owner of Lot#29 shall maintain the fence in perpetuity. A deed restriction shall be recorded notifying any future owner of Lot #29 of this maintenance responsibility.

Conditions to be Addressed with the Final Map

23. The street shown as "Chalk Bluff Drive" on the Tentative Subdivision Map must be accurately labeled as "Tule Peak Circle."
24. A drainage easement must be provided on the final map for the swale required along the west property line, the map must note that fencing across the swale is prohibited and that the homeowners association or similar entity is responsible for maintenance of the swale.

25. The final map shall identify the location of Schulz Ranch Park and note that the property is intended for public use. The park is located north/northeast of the subject subdivision and adjacent to Lot #29.
26. The setbacks shall be called out on the final map.
27. The applicant shall provide the Community Development Department with a disclosure statement or similar instrument for review and approval. The document shall be recorded and provide for disclosure that properties in the vicinity are permitted to keep horses and other livestock and that there may be inconvenience or discomfort (e.g., noise, dust, and odors) that may arise from living in close proximity to such properties.
28. A Homeowners Association or similar entity shall be created for the maintenance of the swale described in Condition 18 above, unless the common areas will be maintained by the Schulz Ranch maintenance district.

Other Conditions of Approval:

29. Prior to issuance any building permit, the applicant shall submit to the Planning Division for review and approval, a minimum of 3 distinctly different home models, consistent with Policy SR-SPA 3.1 of the Schulz Ranch Specific Plan.
30. Consistent with the Schulz Ranch Specific Plan Policy SR-SPA 3.6, homes on the buffer lots in the west and south of the subdivision shall be limited to single story. Additionally, based on a voluntary offer by the applicant, the homes located along the eastern boundary of the development shall be limited to single story. This shall be noted on the final map.
31. Front yard landscaping and irrigation shall be provided by the developer. Prior to issuance of any building permit, the applicant shall submit to the Planning Division for review and approval, a minimum of 3 typical landscape schemes, consistent with Policy SR-SPA 3.5 of the Schulz Ranch Specific Plan.
32. Based on a voluntary offer by the applicant, the development shall participate in the Schulz Ranch maintenance district established for Phases 1 through 4 of the Schulz Ranch Common Open Space Development. The maintenance district must be considered for amendment by the Board of Supervisors prior to approval of the Final Map.

The decision was made on a vote of 3 ayes, 0 nays, 2 absent.

Hope Sullivan, AICP
Planning Manager
HS:lr

Emailed on: 09/27/2019

By: LReseck

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

(Applicant/Owner Printed Name)

RETURN VIA:

Email to: lreseck@carson.org
Fax to: (775) 887-2278
Mail to: Carson City Planning Division
108 E. Proctor St.
Carson City, NV 89701

APNs: Please refer to attached Exhibit A

NOTICE OF PUBLIC HEARING

YOU ARE HEREBY NOTIFIED that, under Carson City Municipal Code Section 17.18.060(3)(a), the Carson City Board of Supervisors will conduct a public hearing regarding a proposed amendment of the Schulz Ranch Landscape Maintenance District (LMD) to include Schulz Ranch Phase 5. The Board of Supervisors meeting will be held on **Thursday, September 3, 2020**, beginning at 8:30 AM, and the public hearing on the LMD amendment will be heard as scheduled on the agenda when called by the Board of Supervisors. The proposed amendment adds Phase 5 to the currently established LMD. Phase 5 is 29 single family lots within the Schulz Ranch Specific Plan Area located at the southern terminus of Wheeler Peak Drive, approximately 600 feet south of Race Track Road and 750 feet east of Center Drive, as further described in the following Exhibits:

- Exhibit A: schedule of APNs;
- Exhibit B: a map depicting the existing LMD area and proposed Phase 5 addition;
- Exhibit C: the Phase 5 property cross sections;
- Exhibit D: the Phase 5 development standards;
- Exhibit E: the proposed maintenance plan for Phase 5;
- Exhibit F: the amended LMD construction schedule;
- Exhibit G: the amended financial plan for the LMD; and
- Exhibit H: the amended assessment schedule for the LMD.

YOU ARE FURTHER NOTIFIED that due to the current declared State of Emergency in response to the global pandemic caused by the coronavirus (COVID-19) infectious disease outbreak, the Governor's Declaration of Emergency Directive 006 has suspended the provisions of NRS 241.020 requiring the designation of a physical location for meetings of public bodies where members of the public are permitted to attend and participate. Accordingly, Carson City will NOT have a physical location open to the public for this public hearing. The phone number that you can call to give public comment, and the web address for the live stream that you may watch, are available on the Board of Supervisors agenda that can be accessed at the following web page after the agenda for the September 3, 2020, meeting is published: <https://www.carson.org/government/meeting-information/agendas/board-of-supervisors-agendas-with-supporting-materials>. The agenda will also contain instructions on how to make public comment.

ALL PERSONS MAY PRESENT THEIR VIEWS AT THE HEARING IN ACCORDANCE WITH THE CARSON CITY BOARD OF SUPERVISORS AGENDA.

Further information about this notice, the proposed amendment to the LMD, the proposed assessment amount, and copies of the exhibits may be obtained by contacting the Carson City Parks, Recreation and Open Space administration office at (775) 887-2262.

Jennifer Budge

Jennifer Budge, Director
Parks and Recreation

SCHEDULE OF APNs
Schulz Ranch Landscape Maintenance District

City Property

009-311-70

010-701-01

010-702-09

010-703-14

010-703-25

010-731-01

010-732-09

010-733-03

010-733-06

010-733-18

010-751-17

010-751-32 through 33

010-753-18

010-754-01

010-757-01

Assessed Properties**From Parcel Maps 2663, 2666, and 2667****(8 Properties)**

010-671-06

010-671-08 through 13

010-671-15

Phase 1 (100 properties)

010-701-02 through 20

010-702-01 through 08

010-703-01 through 08

010-703-29 through 32

010-704-01 through 21

010-711-01 through 09

010-712-01 through 04

010-713-01 through 09

010-714-01 through 13

010-715-01 through 05

Phase 2 (105 properties)

010-703-09 through 13

010-703-15 through 24

010-703-26 through 28

010-704-22 through 53

010-705-01 through 15

010-711-10

010-712-05 through 08

010-712-10 through 28

010-714-14 through 22

010-715-06 through 12

Phase 3 (111 properties)

010-731-02 through 05

010-732-01 through 04

010-732-06 through 11

010-733-01 through 02

010-733-04 through 05

010-733-07 through 17

010-734-01 through 12

010-735-01 through 20

010-736-01 through 26

010-737-01 through 24

Phase 4 (100 properties)

010-751-01 through 16

010-751-18 through 31

010-752-01 through 17

010-753-01 through 17

010-754-02 through 09

010-755-01 through 11

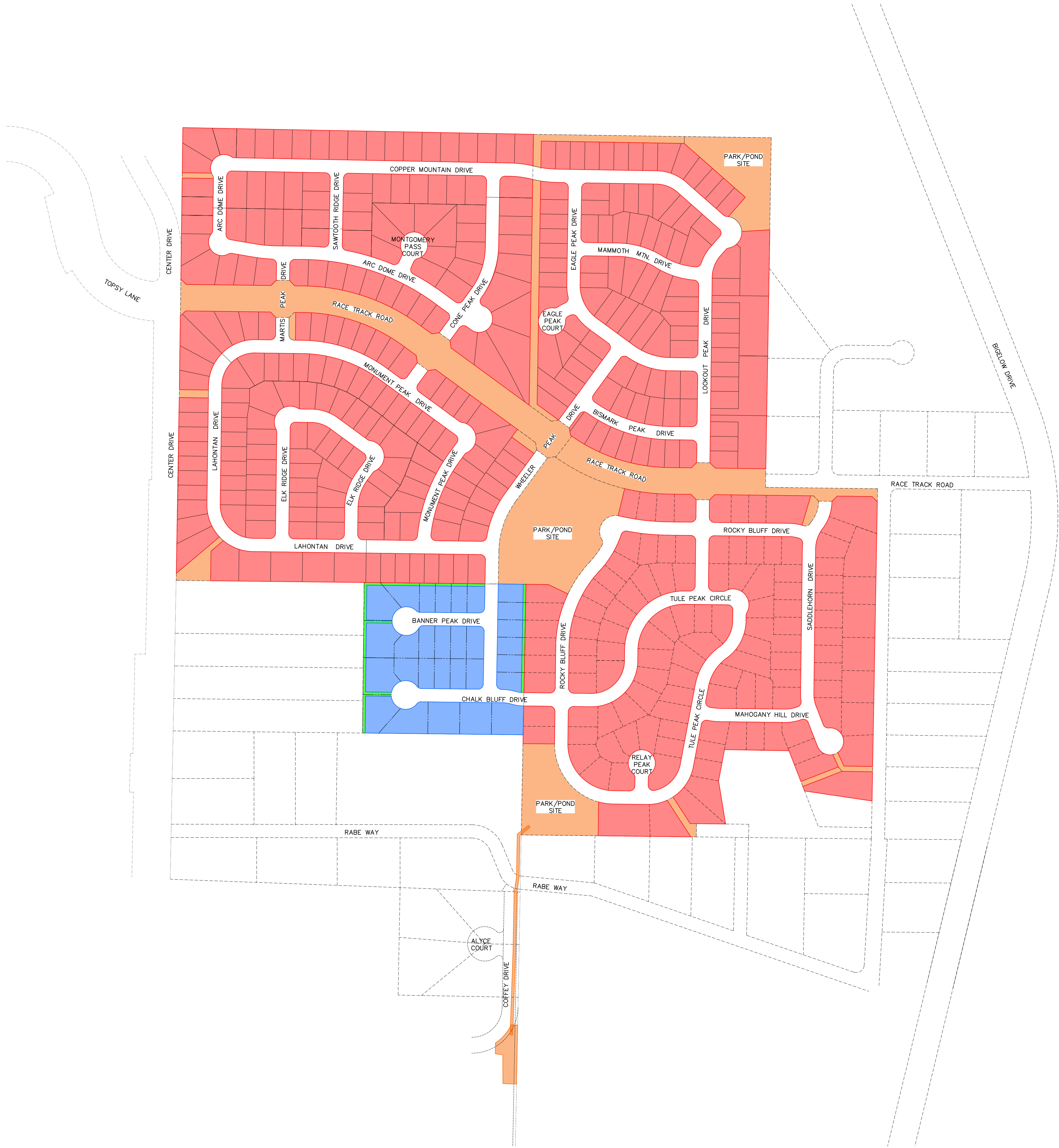
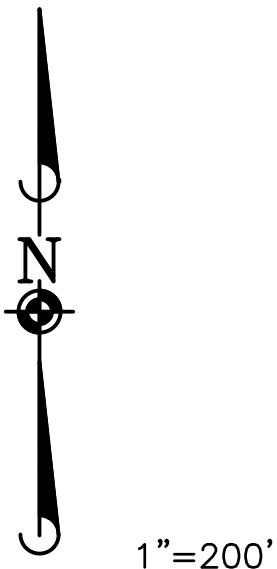
010-756-01 through 17

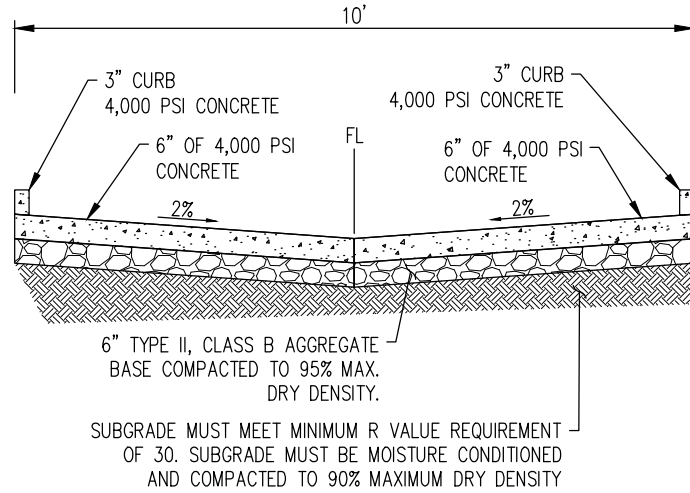
Phase 5 (29 properties)

009-311-47

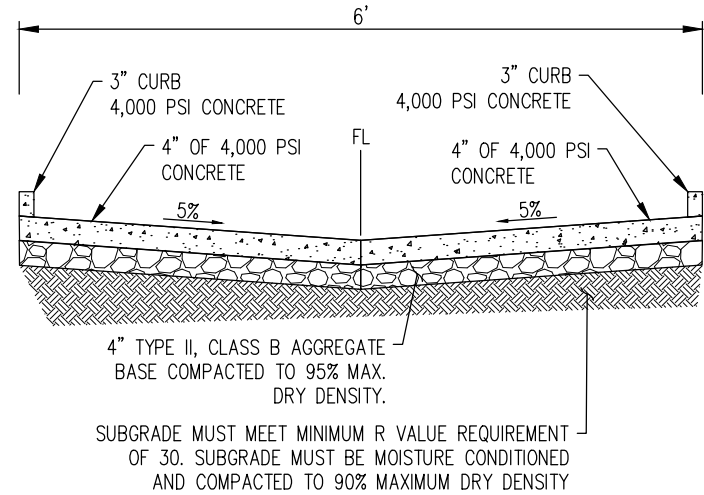
LEGEND:

- EXISTING MAINTENANCE DISTRICT PROPERTY
- PROPOSED MAINTENANCE DISTRICT PROPERTY
- EXISTING LOTS (424)
- PROPOSED LOTS (29)

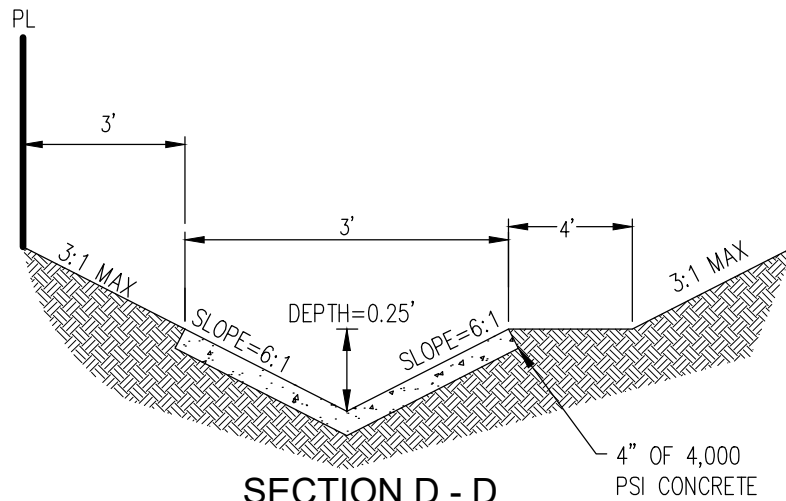




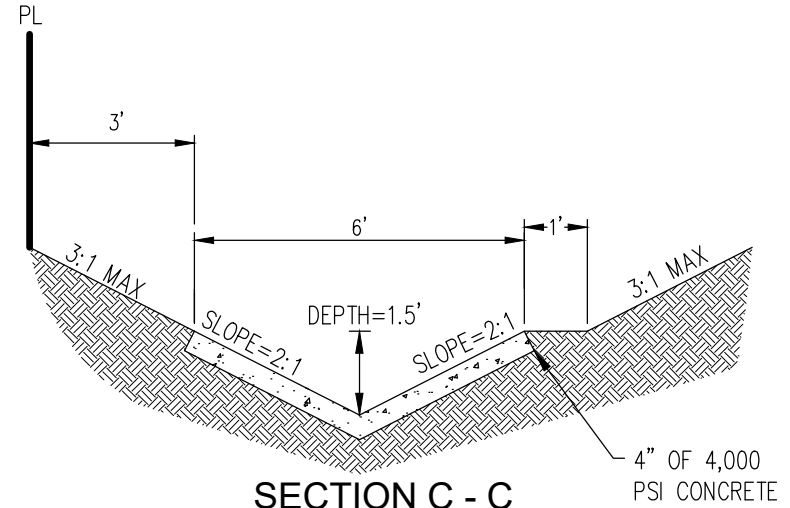
ACCESS ROAD
SECTION A - A



SECTION B - B



SECTION D - D



SECTION C - C

Schulz Ranch Phase 5

Development Standards Requirements

| <i>Description</i> | <i>Unit</i> | <i>Quantity</i> |
|----------------------------------|--------------------|------------------------|
| 15" Storm Drain Pipe RCP | LF | 355 |
| 18" Storm Drain Pipe RCP | LF | 105 |
| Storm Drain Catch Basin Type III | EA | 3 |
| Storm Drain Headwall | EA | 1 |
| 3' Wide Valley Gutter | LF | 872 |
| 6' Wide Valley Gutter | LF | 535 |
| 10' Wide Valley Gutter | LF | 200 |

| Schulz Ranch Maintenance Plan (Phase 5) | | |
|---|---|--|
| | Intervals | Action |
| Maintenance Levels | | |
| Storm drain facilities (Concrete Channels, Catch Basins, Concrete Headwall, Pipe) | 72 hours after first large storm and subsequent inspection 7 days after. Then inspections will occur 2x per year or after greater storm events at 75 hours and 7 days after event. | Inspect for erosion within or around storm drain facilities. Inspect for excess sediment and debris in facilities. |
| Performance Levels | | |
| Storm drain facilities (Concrete Channels, Catch Basins, Concrete Headwall, Pipe) | Eroded soil should be replaced, compacted, seeded, and mulched. Removed material should be placed somewhere that it cannot re-enter the ditch. Ensure homeowners are not placing landscaping features or dumping clippings/landscaping debris within the channels. For excess sediment and debris, only remove enough material to maintain the original geometry of channel/outlet/basin. | |

| Schulz Ranch LMD Construction Schedule (amended text in red) | | | |
|---|--------------|---------------------------------|--|
| Year | Phase | # of Assessed Properties | LMD Improvements |
| 2015-16 | 1 | 108 | Portion of Racetrack Road landscaping as outlined in Exhibit C-2 of the LMD Petition |
| 2017-18 | 2 | 105 | Linear pathways as outlined in Exhibit C-2 of the LMD Petition |
| 2018-19 | 3 | 111 | Remainder of Racetrack Road landscaping, *neighborhood park, south detention basin/ park, and linear pathways as outlined in Exhibit C-2 of the LMD Petition |
| 2019-20 | 4 | 100 | North detention basin/ park and gas line easement linear pathway as outlined in Exhibit C-2 of the Petition |
| 2021-22 | 5 | 29 | Drainage channels and connecting storm drain facilities as outlined in Exhibit C-2 of the Petition. |

* The neighborhood park will be completed with the 210th residential lot is complete. The total number of lots including Phase 5 is 453 lots.

Schulz Ranch Financial Plan (Amended text in **red**)

MAINTENANCE COSTS

PHASE 1

| Description | Unit | Quantity | Unit Cost | Total |
|----------------------------|------|----------|-----------|--------------|
| Racetrack Road Landscaping | SF | 67,694 | \$ 0.30 | \$ 20,308.20 |
| Subtotal: | | | \$ | 20,308.20 |

PHASE 2

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

PHASE 3

| Description | Unit | Quantity | Unit Cost | Total |
|---|------|----------|-------------------------|-------------------------|
| Maintenance and repair contract, LMD administration, janitorial services, and/or City staff maintenance and repair labor. | YR | 1 | \$ 104,612.00 | \$ 104,612.00 |
| Park Maintenance Worker | YR | 1 | \$ 67,412.00 | \$ 67,412.00 |
| Seasonal Hourly Employee | YR | 1 | \$ 18,200.00 | \$ 18,200.00 |
| Overtime | YR | 1 | \$ 1,000.00 | \$ 1,000.00 |
| Training | YR | 1 | \$ 600.00 | \$ 600.00 |
| Phone Allowance | YR | 1 | \$ 300.00 | \$ 300.00 |
| Vehicle & Equipment Repair | YR | 1 | \$ 1,500.00 | \$ 1,500.00 |
| Park & Landscape Repair | YR | 1 | \$ 5,000.00 | \$ 5,000.00 |
| Fertilizers & Chemicals | YR | 1 | \$ 3,500.00 | \$ 3,500.00 |
| Ice Melting Compound | YR | 1 | \$ 1,500.00 | \$ 1,500.00 |
| Plant Replacements | YR | 1 | \$ 2,000.00 | \$ 2,000.00 |
| Vandalism Repairs | YR | 1 | \$ 1,000.00 | \$ 1,000.00 |
| Vehicle Fuel | YR | 1 | \$ 2,000.00 | \$ 2,000.00 |
| Safety Equipment (OSHA) | YR | 1 | \$ 600.00 | \$ 600.00 |
| Irrigation Supplies | YR | 1 | \$ 4,500.00 | \$ 4,500.00 |
| Small Tools | YR | 1 | \$ 500.00 | \$ 500.00 |
| Equipment Rentals | YR | 1 | \$ 1,000.00 | \$ 1,000.00 |
| Power Utilities | YR | 1 | \$ 2,500.00 | \$ 2,500.00 |
| *Capital Needs and asset management | YR | 1 | \$ 20,000.00 | \$ 20,000.00 |
| Total Neighborhood Park Maintenance | YR | 1 | Subtotal | \$ 133,112.00 |

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

| PHASE 3 CONTINUED | | | | |
|----------------------------------|----|--------|---------|--------------|
| South Detention Basin/ Park Area | SF | 71,946 | \$ 0.27 | \$ 19,425.42 |
| Linear Pathways | SF | 11,265 | \$ 0.22 | \$ 2,478.30 |
| Racetrack Road Landscaping | SF | 40,730 | \$ 0.30 | \$ 12,219.00 |
| Subtotal: | | | \$ | 167,234.72 |

PHASE 4

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

PHASE 5

| Description | Unit | Quantity | Unit Price | Total |
|-----------------------------|------|----------|-------------|-------------|
| Storm Drain Pipe and Inlets | YR | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 3' Wide Valley Gutter | LF | 872 | \$ 0.81 | \$ 706.32 |
| 6' Wide Valley Gutter | LF | 535 | \$ 1.62 | \$ 866.70 |
| 10' Wide Valley Gutter | LF | 200 | \$ 2.70 | \$ 540.00 |
| Capital Needs | YR | 1 | \$ 308.23 | \$ 308.23 |
| | | | Subtotal: | \$ 7,421.25 |

* Capital Needs line item includes future capital needs such as concrete, pipe, and other storm drain facility replacements and maintenance equipment.

LMD Total Cost: \$ 226,137.68

ALLOCATION BREAKDOWN**70% - 30%**

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

100%

| | | | | |
|---------------------------------|--|--|-----------|--------------|
| Linear Pathways | | | | \$ 6,301.46 |
| Gasline Easement Linear Pathway | | | | \$ 9,417.76 |
| Storm Drain Facilities | | | | \$ 7,421.25 |
| | | | Subtotal: | \$ 23,140.47 |
| | | | | x100% |
| | | | Total: | \$ 23,140.47 |

LMD TOTALS

| | | | | |
|--------------------------|--|--|--|---------------|
| Total LMD Yearly Cost | | | | \$ 226,137.68 |
| LMD Initial Deposit | | | | \$ 5,000.00 |
| Carson City Cost | | | | \$ 60,899.16 |
| Schulz Ranch Cost | | | | \$ 165,238.52 |
| Yearly Assessment/ Unit | | | | \$ 364.76 |
| Monthly Assessment/ Unit | | | | \$ 30.40 |

Schulz Ranch
Landscape Maintenance District (LMD)
Financial Plan
August 2020

| Fiscal Year | Number of Assessed Properties | LMD Improvements | Maintenance Costs | LMD Share of Maintenance Costs | City Share of Maintenance Costs | Annual | LMD Assessment Revenue | LMD FY Starting Balance | LMD FY Ending Balance |
|-------------|-------------------------------------|---------------------|----------------------|--------------------------------------|---------------------------------------|--|------------------------------|----------------------------|--------------------------|
| | | | | | | Assessment Per Assessed Property | | | |
| 2021 | 213 | Phase 1 & 2 | \$35,628.00 | \$24,939.60 | \$10,688.40 | \$279.65 | \$59,565.45 | \$194,703.91 | \$229,329.76 |
| 2022 | 324 | Phase 1, 2, & 3 | \$191,336.00 | \$135,847.00 | \$55,519.00 | \$280.00 | \$90,720.00 | \$229,329.76 | \$184,202.76 |
| 2023 | 453 | Full Buildout | \$266,137.68 | \$165,238.52 | \$60,899.00 | \$285.00 | \$129,105.00 | \$184,202.76 | \$148,069.24 |
| 2024 | 453 | Full Buildout | \$266,137.68 | \$165,238.52 | \$60,899.00 | \$295.00 | \$133,635.00 | \$148,069.24 | \$116,465.72 |
| 2025 | 453 | Full Buildout | \$266,137.68 | \$165,238.52 | \$60,899.00 | \$305.00 | \$138,165.00 | \$116,465.72 | \$89,392.20 |
| 2026 | 453 | Full Buildout | \$266,137.68 | \$165,238.52 | \$60,899.00 | \$320.00 | \$144,960.00 | \$89,392.20 | \$69,113.68 |
| 2027 | 453 | Full Buildout | \$266,137.68 | \$165,238.52 | \$60,899.00 | \$335.00 | \$151,755.00 | \$69,113.68 | \$55,630.16 |
| 2028 | 453 | Full Buildout | \$266,137.68 | \$165,238.52 | \$60,899.00 | \$350.00 | \$158,550.00 | \$55,630.16 | \$48,941.64 |
| 2029 | 453 | Full Buildout | \$266,137.68 | \$165,238.52 | \$60,899.00 | \$364.76 | \$165,236.28 | \$48,941.64 | \$48,939.40 |

Notes:

1. Full Buildout includes Phases 1, 2, 3, 4, and 5, and the Coffee Drive drainage.
2. Buildout of the Phases has occurred more quickly than originally planned.
3. The LMD FY Starting Balance for FY 2021 is the ending balance for FY 2020, which was \$194,703.91
4. Annual Assessment Amount in FY 2029 and later years will be \$364.76 per Assessed Property.
5. The billing cycle for the Assessment Amount will be the same as the billing cycle for real property taxes; Assessment Amounts will be prorated for partial years (e.g. if an Assessed Property is created in the middle of the fiscal year, the Assessed Property is only responsible to pay for the timer period from and after creation).



CARSON CITY NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

APN: Please refer to schedule attached as Exhibit A.

[DRAFT] NOTICE OF ACTION OF BOARD OF SUPERVISORS AND AMENDMENT TO SCHULZ RANCH LANDSCAPE MAINTENANCE DISTRICT RECORDED DOCUMENTS 454327 AND 505947

YOU ARE HEREBY NOTIFIED that the Board of Supervisors has amended the Schulz Ranch Landscape Maintenance District and that this amendment supplements information contained in document #454327, recorded on May 28, 2015, all parcels listed in the exhibits to recorded document #454327, and all parcels subdivided therefrom, and the information contained in document #505947, recorded on May 8, 2020.

YOU ARE FURTHER NOTIFIED that Schulz Ranch Phase 5 consists of 29 single family lots within the Schultz Ranch Specific Plan Area and is located at the southern terminus of Wheeler Peak Drive, approximately 600 feet south of Race Track Road and 750 feet east of Center Drive, as further depicted and described in the following Exhibits:

- Exhibit A: schedule of APNs;
- Exhibit B: a map depicting the existing LMD area and proposed Phase 5 addition;
- Exhibit C: the Phase 5 property cross sections;
- Exhibit D: the Phase 5 development standards;
- Exhibit E: the proposed maintenance plan for Phase 5;
- Exhibit F: the amended LMD construction schedule;
- Exhibit G: the amended financial plan for the LMD; and
- Exhibit H: the amended assessment schedule for the LMD.
- Exhibit I: a map depicting the LMD property, including Phase 5;

As such, the Schulz Ranch Landscape Maintenance District is hereby amended to add Phase 5 to the Maintenance District. The designated LMD property in Phase 5 will be maintained as a part of the Maintenance District, and the maintenance plan for Phase 5 is outlined in Exhibit F.

THE ASSESSMENT AMOUNT WILL NOT INCREASE DUE TO THE ADDITION OF THIS AREA AT THIS TIME. Pursuant to the financial plan developed in conjunction with the amendment to add Phase 5 (Exhibits H and I), the annual assessments will be delayed or slightly lowered as a result of the amendment, as compared with the original financial plan.

**Carson City Parks, Recreation, & Open Space
3303 Butti Way, Building #9, Carson City, NV 89701 (775) 887-2262 FAX (775) 887-2145**



CARSON CITY NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

Information about this notice, the Schulz Ranch Landscape Maintenance District, and the assessment amount may be obtained by calling the Carson City Parks, Recreation and Open Space administration Office at 775.887.2262.

Jennifer Budge, Director
Parks and Recreation

STATE OF NEVADA
SS
CARSON CITY

On this _____ day of _____ 2020, in Carson City Nevada, Jennifer Budge, Parks and Recreation Director, personally appeared before me, in and for Carson City, and is acknowledged before me to be the person and official described who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily in her official capacity as the Parks and Recreation Director, for the uses and purposes mentioned therein.

Notary Public
My Commission Expires _____

Carson City Parks, Recreation, & Open Space
3303 Butti Way, Building #9, Carson City, NV 89701 (775) 887-2262 FAX (775) 887-2145

SCHEDULE OF APNs
Schulz Ranch Landscape Maintenance District

City Property

009-311-70

010-701-01

010-702-09

010-703-14

010-703-25

010-731-01

010-732-09

010-733-03

010-733-06

010-733-18

010-751-17

010-751-32 through 33

010-753-18

010-754-01

010-757-01

Assessed Properties

**From Parcel Maps 2663, 2666, and 2667
 (8 Properties)**

010-671-06

010-671-08 through 13

010-671-15

Phase 1 (100 properties)

010-701-02 through 20

010-702-01 through 08

010-703-01 through 08

010-703-29 through 32

010-704-01 through 21

010-711-01 through 09

010-712-01 through 04

010-713-01 through 09

010-714-01 through 13

010-715-01 through 05

Phase 2 (105 properties)

010-703-09 through 13

010-703-15 through 24

010-703-26 through 28

010-704-22 through 53

010-705-01 through 15

010-711-10

010-712-05 through 08

010-712-10 through 28

010-714-14 through 22

010-715-06 through 12

Phase 3 (111 properties)

010-731-02 through 05

010-732-01 through 04

010-732-06 through 11

010-733-01 through 02

010-733-04 through 05

010-733-07 through 17

010-734-01 through 12

010-735-01 through 20

010-736-01 through 26

010-737-01 through 24

Phase 4 (100 properties)

010-751-01 through 16

010-751-18 through 31

010-752-01 through 17

010-753-01 through 17

010-754-02 through 09

010-755-01 through 11

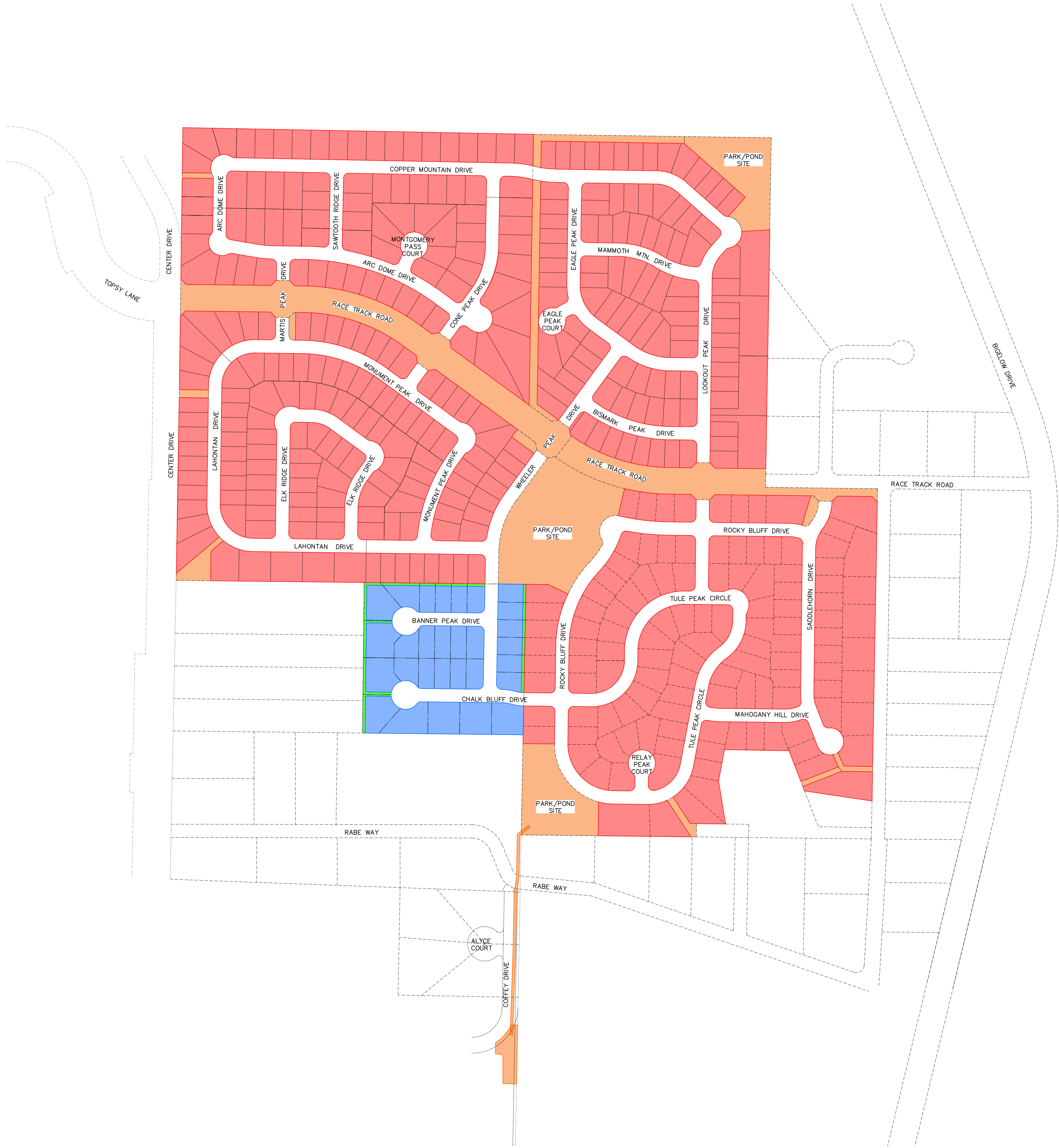
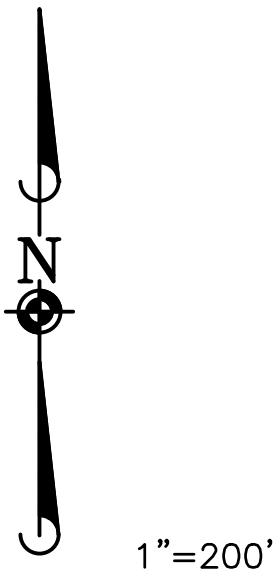
010-756-01 through 17

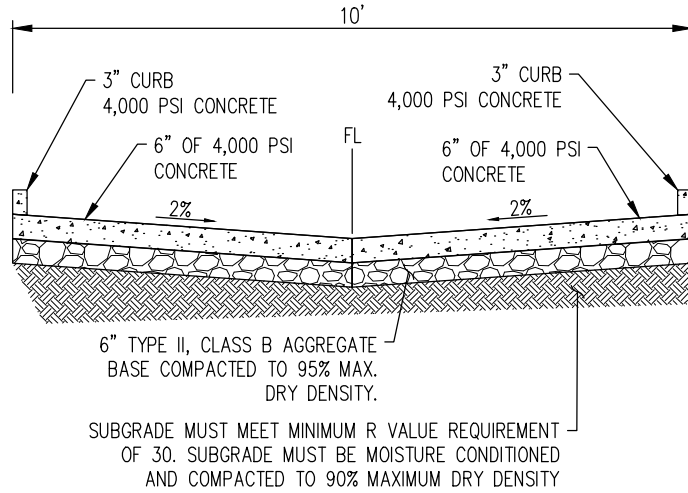
Phase 5 (29 properties)

009-311-47

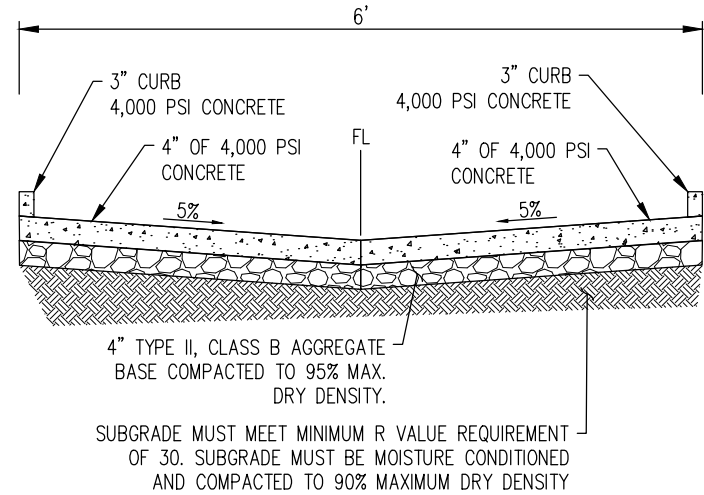
LEGEND:

- EXISTING MAINTENANCE DISTRICT PROPERTY
- PROPOSED MAINTENANCE DISTRICT PROPERTY
- EXISTING LOTS (424)
- PROPOSED LOTS (29)

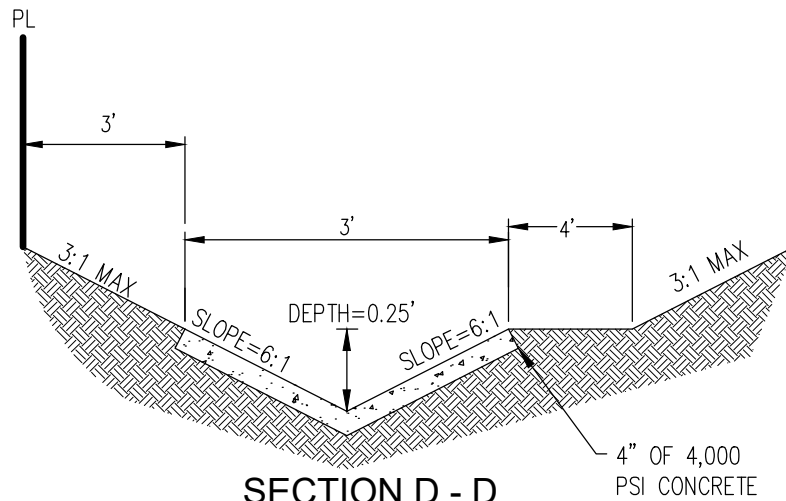




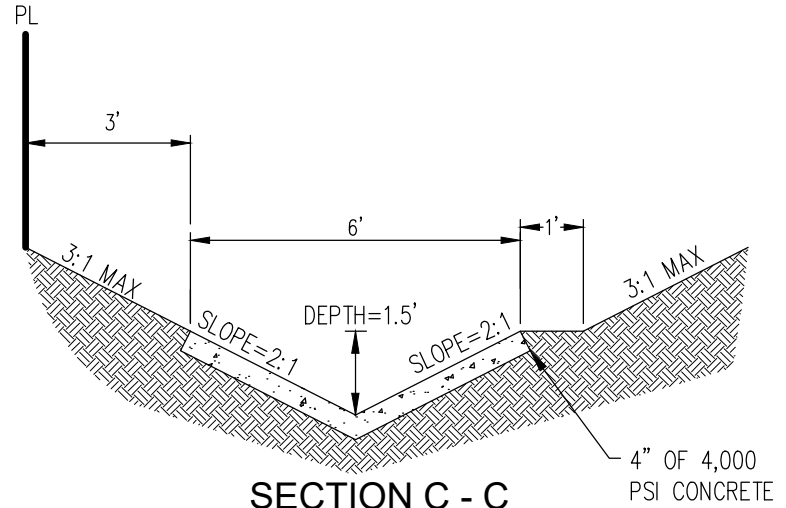
ACCESS ROAD
SECTION A - A



SECTION B - B



SECTION D - D



SECTION C - C

Schulz Ranch Phase 5

Development Standards Requirements

| <i>Description</i> | <i>Unit</i> | <i>Quantity</i> |
|----------------------------------|--------------------|------------------------|
| 15" Storm Drain Pipe RCP | LF | 355 |
| 18" Storm Drain Pipe RCP | LF | 105 |
| Storm Drain Catch Basin Type III | EA | 3 |
| Storm Drain Headwall | EA | 1 |
| 3' Wide Valley Gutter | LF | 872 |
| 6' Wide Valley Gutter | LF | 535 |
| 10' Wide Valley Gutter | LF | 200 |

| Schulz Ranch Maintenance Plan (Phase 5) | | |
|---|---|--|
| | Intervals | Action |
| Maintenance Levels | | |
| Storm drain facilities (Concrete Channels, Catch Basins, Concrete Headwall, Pipe) | 72 hours after first large storm and subsequent inspection 7 days after. Then inspections will occur 2x per year or after greater storm events at 75 hours and 7 days after event. | Inspect for erosion within or around storm drain facilities. Inspect for excess sediment and debris in facilities. |
| Performance Levels | | |
| Storm drain facilities (Concrete Channels, Catch Basins, Concrete Headwall, Pipe) | Eroded soil should be replaced, compacted, seeded, and mulched. Removed material should be placed somewhere that it cannot re-enter the ditch. Ensure homeowners are not placing landscaping features or dumping clippings/landscaping debris within the channels. For excess sediment and debris, only remove enough material to maintain the original geometry of channel/outlet/basin. | |

| Schulz Ranch LMD Construction Schedule (amended text in red) | | | |
|---|--------------|---------------------------------|--|
| Year | Phase | # of Assessed Properties | LMD Improvements |
| 2015-16 | 1 | 108 | Portion of Racetrack Road landscaping as outlined in Exhibit C-2 of the LMD Petition |
| 2017-18 | 2 | 105 | Linear pathways as outlined in Exhibit C-2 of the LMD Petition |
| 2018-19 | 3 | 111 | Remainder of Racetrack Road landscaping, *neighborhood park, south detention basin/ park, and linear pathways as outlined in Exhibit C-2 of the LMD Petition |
| 2019-20 | 4 | 100 | North detention basin/ park and gas line easement linear pathway as outlined in Exhibit C-2 of the Petition |
| 2021-22 | 5 | 29 | Drainage channels and connecting storm drain facilities as outlined in Exhibit C-2 of the Petition. |

* The neighborhood park will be completed with the 210th residential lot is complete. The total number of lots including Phase 5 is 453 lots.

Schulz Ranch Financial Plan (Amended text in **red**)

MAINTENANCE COSTS

PHASE 1

| Description | Unit | Quantity | Unit Cost | Total |
|----------------------------|------|----------|-----------|--------------|
| Racetrack Road Landscaping | SF | 67,694 | \$ 0.30 | \$ 20,308.20 |
| Subtotal: | | | \$ | 20,308.20 |

PHASE 2

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

PHASE 3

| Description | Unit | Quantity | Unit Cost | Total |
|---|------|----------|-------------------------|-------------------------|
| Maintenance and repair contract, LMD administration, janitorial services, and/or City staff maintenance and repair labor. | YR | 1 | \$ 104,612.00 | \$ 104,612.00 |
| Park Maintenance Worker | YR | 1 | \$ 67,412.00 | \$ 67,412.00 |
| Seasonal Hourly Employee | YR | 1 | \$ 18,200.00 | \$ 18,200.00 |
| Overtime | YR | 1 | \$ 1,000.00 | \$ 1,000.00 |
| Training | YR | 1 | \$ 600.00 | \$ 600.00 |
| Phone Allowance | YR | 1 | \$ 300.00 | \$ 300.00 |
| Vehicle & Equipment Repair | YR | 1 | \$ 1,500.00 | \$ 1,500.00 |
| Park & Landscape Repair | YR | 1 | \$ 5,000.00 | \$ 5,000.00 |
| Fertilizers & Chemicals | YR | 1 | \$ 3,500.00 | \$ 3,500.00 |
| Ice Melting Compound | YR | 1 | \$ 1,500.00 | \$ 1,500.00 |
| Plant Replacements | YR | 1 | \$ 2,000.00 | \$ 2,000.00 |
| Vandalism Repairs | YR | 1 | \$ 1,000.00 | \$ 1,000.00 |
| Vehicle Fuel | YR | 1 | \$ 2,000.00 | \$ 2,000.00 |
| Safety Equipment (OSHA) | YR | 1 | \$ 600.00 | \$ 600.00 |
| Irrigation Supplies | YR | 1 | \$ 4,500.00 | \$ 4,500.00 |
| Small Tools | YR | 1 | \$ 500.00 | \$ 500.00 |
| Equipment Rentals | YR | 1 | \$ 1,000.00 | \$ 1,000.00 |
| Power Utilities | YR | 1 | \$ 2,500.00 | \$ 2,500.00 |
| *Capital Needs and asset management | YR | 1 | \$ 20,000.00 | \$ 20,000.00 |
| Total Neighborhood Park Maintenance | YR | 1 | Subtotal | \$ 133,112.00 |

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

| PHASE 3 CONTINUED | | | | |
|----------------------------------|----|--------|---------|--------------|
| South Detention Basin/ Park Area | SF | 71,946 | \$ 0.27 | \$ 19,425.42 |
| Linear Pathways | SF | 11,265 | \$ 0.22 | \$ 2,478.30 |
| Racetrack Road Landscaping | SF | 40,730 | \$ 0.30 | \$ 12,219.00 |
| Subtotal: | | | \$ | 167,234.72 |

PHASE 4

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

PHASE 5

| Description | Unit | Quantity | Unit Price | Total |
|-----------------------------|------|----------|-------------|-------------|
| Storm Drain Pipe and Inlets | YR | 1 | \$ 5,000.00 | \$ 5,000.00 |
| 3' Wide Valley Gutter | LF | 872 | \$ 0.81 | \$ 706.32 |
| 6' Wide Valley Gutter | LF | 535 | \$ 1.62 | \$ 866.70 |
| 10' Wide Valley Gutter | LF | 200 | \$ 2.70 | \$ 540.00 |
| Capital Needs | YR | 1 | \$ 308.23 | \$ 308.23 |
| | | | Subtotal: | \$ 7,421.25 |

* Capital Needs line item includes future capital needs such as concrete, pipe, and other storm drain facility replacements and maintenance equipment.

LMD Total Cost: \$ 226,137.68

ALLOCATION BREAKDOWN**70% - 30%**

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

100%

| | | | | |
|---------------------------------|--|--|-----------|--------------|
| Linear Pathways | | | | \$ 6,301.46 |
| Gasline Easement Linear Pathway | | | | \$ 9,417.76 |
| Storm Drain Facilities | | | | \$ 7,421.25 |
| | | | Subtotal: | \$ 23,140.47 |
| | | | | x100% |
| | | | Total: | \$ 23,140.47 |

LMD TOTALS

| | | | | |
|--------------------------|--|--|--|---------------|
| Total LMD Yearly Cost | | | | \$ 226,137.68 |
| LMD Initial Deposit | | | | \$ 5,000.00 |
| Carson City Cost | | | | \$ 60,899.16 |
| Schulz Ranch Cost | | | | \$ 165,238.52 |
| Yearly Assessment/ Unit | | | | \$ 364.76 |
| Monthly Assessment/ Unit | | | | \$ 30.40 |

Schulz Ranch
Landscape Maintenance District (LMD)
Financial Plan
August 2020

| Fiscal Year | Number of Assessed Properties | LMD Improvements | Maintenance Costs | LMD Share of Maintenance Costs | City Share of Maintenance Costs | Annual | LMD Assessment Revenue | LMD FY Starting Balance | LMD FY Ending Balance |
|-------------|-------------------------------------|---------------------|----------------------|--------------------------------------|---------------------------------------|----------------------------|------------------------------|----------------------------|--------------------------|
| | | | | | | Assessment Per Property | | | |
| 2021 | 213 | Current | \$35,628.00 | \$24,939.60 | \$10,688.40 | \$279.65 | \$59,565.45 | \$194,703.91 | \$229,329.76 |
| 2022 | 324 | Phase 1, 2, & 3 | \$191,336.00 | \$135,847.00 | \$55,519.00 | \$280.00 | \$90,720.00 | \$229,329.76 | \$184,202.76 |
| 2023 | 453 | Full Buildout | \$226,137.68 | \$165,238.52 | \$60,899.00 | \$285.00 | \$129,105.00 | \$184,202.76 | \$148,069.24 |
| 2024 | 453 | Full Buildout | \$226,137.68 | \$165,238.52 | \$60,899.00 | \$295.00 | \$133,635.00 | \$148,069.24 | \$116,465.72 |
| 2025 | 453 | Full Buildout | \$226,137.68 | \$165,238.52 | \$60,899.00 | \$305.00 | \$138,165.00 | \$116,465.72 | \$89,392.20 |
| 2026 | 453 | Full Buildout | \$226,137.68 | \$165,238.52 | \$60,899.00 | \$320.00 | \$144,960.00 | \$89,392.20 | \$69,113.68 |
| 2027 | 453 | Full Buildout | \$226,137.68 | \$165,238.52 | \$60,899.00 | \$335.00 | \$151,755.00 | \$69,113.68 | \$55,630.16 |
| 2028 | 453 | Full Buildout | \$226,137.68 | \$165,238.52 | \$60,899.00 | \$350.00 | \$158,550.00 | \$55,630.16 | \$48,941.64 |
| 2029 | 453 | Full Buildout | \$226,137.68 | \$165,238.52 | \$60,899.00 | \$364.76 | \$165,236.28 | \$48,941.64 | \$48,939.40 |

Notes:

1. Full Buildout includes Phases 1, 2, 3, 4, and 5, and the Coffee Drive drainage.
2. Buildout of the Phases has occurred more quickly than originally planned.
3. The LMD FY Starting Balance for FY 2021 is the ending balance for FY 2020, which was \$194,703.91
4. Annual Assessment Amount in FY 2029 and later years will be \$364.76 per Assessed Property.
5. The billing cycle for the Assessment Amount will be the same as the billing cycle for real property taxes; Assessment Amounts will be prorated for partial years (e.g. if an Assessed Property is created in the middle of the fiscal year, the Assessed Property is only responsible to pay for the time period from and after creation).

