

STAFF REPORT FOR THE PLANNING COMMISSION MEETING OF MAY 26, 2021

FILE NO: PUD-2021-0132

AGENDA ITEM: 13.C

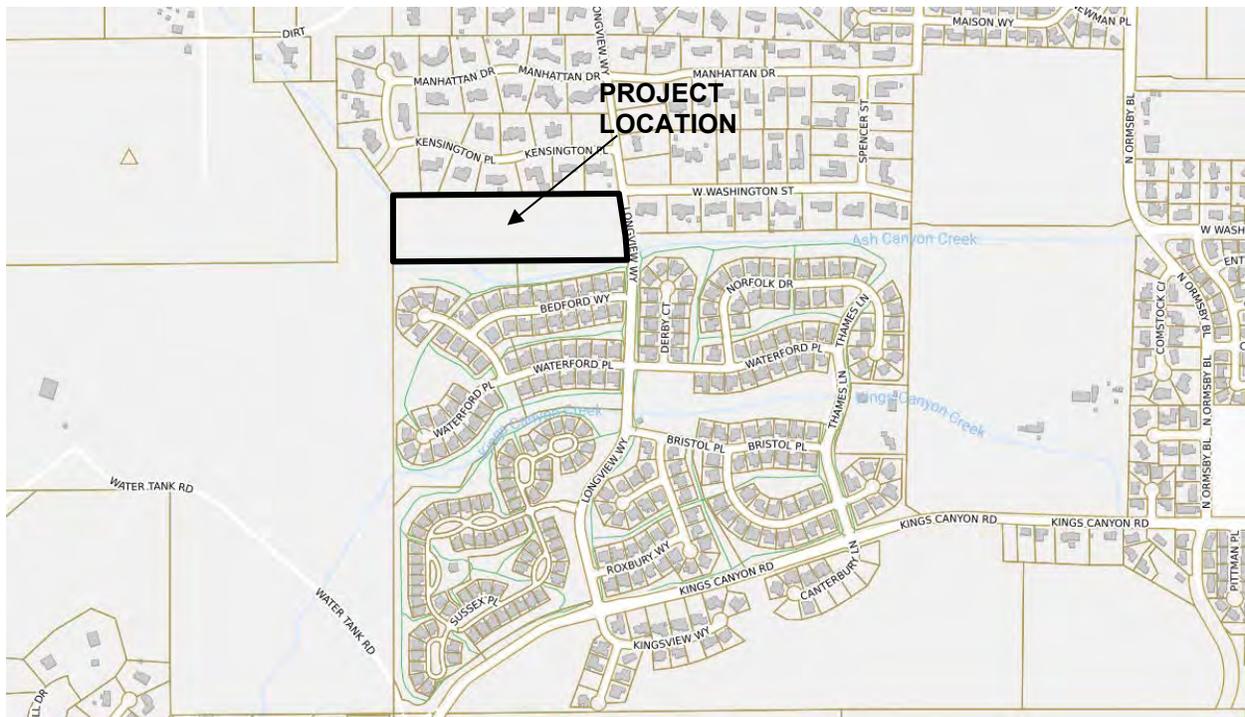
STAFF CONTACT: Heather Ferris, Planning Manager

AGENDA TITLE: For Possible Action: Discussion and possible action regarding a request for a tentative Planned Unit Development (PUD-2021-0132) that would create 12 single family residential lots with a minimum lot size of 29,300 square feet and approximately 3.75 acres of open space on property zoned Single-family 1 acre (SF1A), located on the west side of Longview Way, north of Bedford Way and south of Kensington Place, APN 007-061-61. (Heather Ferris, hferris@carson.org)

Summary: The applicant is seeking to subdivide 11.95 acres using the provisions of Carson City Municipal Code 17.09 (Planned Unit Development). The 12 single family lots would range from 29,300 square feet to 34,346 square feet in size. Additionally, a 3.75± open space parcel is proposed, including an improved pedestrian trail with a bridge over Ash Canyon Creek. The Board of Supervisors is authorized to approve a Tentative Planned Unit Development. The Planning Commission makes a recommendation to the Board.

PROPOSED MOTION: "I move to recommend to the Board of Supervisors approval of Tentative Planned Unit Development PUD-2021-0132 based on the ability to make the required findings and subject to the conditions of approval as noted in the staff's report to the Planning Commission.

VICINITY MAP:



RECOMMENDED CONDITIONS OF APPROVAL

The following are conditions of approval required per CCMC 18.02.105.6:

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. 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 planned unit development with the submittal of any final map.
5. With the submittal of any final map, 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.
16. The applicant shall preserve as many trees as practicable within the common open space areas. Mature trees damaged by fire and others in poor health shall be removed only after approval of the planning and community development department.
17. The homeowner's association shall maintain all common open space areas including the area devoted to the guest parking.

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

18. The sidewalk along the property frontage shall be extended so that it connects to the existing pedestrian sidewalk south of this development and to the north property line. A railing may be required at the crossing of Ash Canyon Creek.
19. A water sampling tap shall be installed on the new water main in a common area.
20. The Carson City Unified Pathways Master Plan calls for on-street bike lanes on Longview Way. The project must stripe bike lanes along the project frontage.
21. The streets shall be privately owned and maintained.
22. A second cut channel shall be installed for redundancy west of the proposed channel that is shown.
23. The proposed bridge foundations shall be relocated outside of the creek banks.
24. Lots abutting the creek will need to have their lot lines adjusted so that they are located 5 away from the top of the edge of the creek, or outside of the AO flood zone, whichever is closer to the interior of the lots. Should this adjustment be impracticable, an exclusive easement will need to be created in its place, in which no fences can be installed. In no case shall the lots be allowed to be reduced to less than 33% of the minimum lot size or 14, 374.8 square feet. If the lot lines are adjusted in this manner, the common area parcel

- will be increased in size and this area will be required to be owned and maintained by a homeowner's association or similar entity.
25. All lots shall be required to drain towards the new street.
 26. The developer shall create a O&M Manual for the homeowner's association and must contain at a minimum
 - a. Inspection of the channels at least 1 per year
 - b. Continual monitoring and removing of noxious weeds
 - c. A duty to repair any erosion toward the lots along the creek
 - d. Inspection of the cut channels after each major storm event.
 27. The depression along the berm to accommodate the trail must be removed.
 28. An access and Public Utility Easement shall be created over the roadway.
 29. The Storm Drainage channel along Longview Way must be piped, moved into the right-of-way, and connected into the existing 48" culvert or existing 30" culvert if there is sufficient capacity.
 - a. A manhole is required at the tie in point in the ditch and another at any angle point along the main. A manhole or approved equivalent will be required at the tie-in point into the existing storm drain.
 30. Drop inlets shall have a direct connection to Storm Drain Main.
 31. The project must meet Carson City Municipal Code and Development Standards including, but not limited to the following:
 - a. Half-street improvements are required along the project frontage per CCDS 11.12.081, including sidewalk, curb, gutter, striping, and paving from the existing edge of pavement to the proposed gutter. The resultant street section must match the width of the Longview Way just north of the project.
 - b. The street section must meet C-5.1.8 for urban local streets including installation of interior sidewalks on both sides of the street per CCMC 17.09.095.
 32. A landscape plan shall be submitted for all common area landscaping, including landscaping within the right-of-way. The landscape plan shall demonstrate compliance with applicable standards of Carson City Development Standards Division 3 and CCMC 17.09.100.3.
 33. Carson City is a Bee City, USA. The developer shall use approximately 50% pollinator friendly plant material for any required landscaping on the project site. Also, any remaining landscape plant material selection needs to be consistent with the City's approved tree species list or other tree species, as approved by the City.
 34. Deciduous trees must be planted a minimum of 5 feet from any city/public street, sidewalk or pathway. Evergreen trees must be planted a minimum of 10 feet from any city/public street, sidewalk or pathway. Fruit bearing, "non-fruiting" flowering or any other trees that drop debris such as seed pods will not be permitted near or placed where they will eventually hang over city/public sidewalks or pathways.
 35. The developer shall incorporate "best management practices" into their construction documents and specifications to reduce the spread of noxious weeds.

36. The developer shall install an improved trail, including the connection to the existing trail system and provide a public access easement across the proposed trail. The City will not own and maintain the trail proposed within the developments open space area. The developer must work with the City to plan a location and design that is acceptable to the City for the connection to the City's path. All construction/pathways must meet city standards and details.
37. The open space parcel and trail shall be owned and maintained by a homeowner's association or similar entity. The developer shall provide a plan to address maintenance including defensible space, noxious weeds, the creek corridor and specific pathway maintenance.

Conditions to be Addressed with the Final Map

38. All landscaping and landscape maintenance in the right of way will be the sole responsibility of the owner.
39. A homeowner's association or similar entity shall be responsible for the maintenance of all common landscape and open space areas within the development including any landscaping, defensible space, the creek corridor, easements, trails, noxious weeds and street(s) right of ways in perpetuity.
40. The required internal setbacks shall be as follows:

Front: 30 feet from back of curb
Rear: 30 feet
Side: 15
Street side: 20 feet

These setbacks shall be state on the final map as well as in the CC&Rs.

41. No structure or part of a structure, except fences, shall be located within 20 feet of an adjacent property at a periphery boundary of the project. This shall be noted on the map as well as in the CC&R's.

LEGAL REQUIREMENTS: CCMC 17.09 (Planned Unit Development); CCMC 17.07 (Findings); NRS 278.330 (Tentative Map); NRS 278A (Planned Development)

MASTER PLAN DESIGNATION: Low Density Residential (LDR)

ZONING DISTRICT: Single-family 1 Acre (SF1A)

KEY ISSUES: Is the Tentative Planned Unit Development consistent with the required findings? Does the proposal meet the Tentative Map requirements and other applicable requirements?

SURROUNDING ZONING AND LAND USE INFORMATION

NORTH: Single-family 1 Acre / single family residences
SOUTH: Single-family-21,000- P / Long Ranch Estates open space
WEST: Public Community / Carson City water treatment facility
EAST: Single-family 1 Acres / Longview Way

ENVIRONMENTAL INFORMATION:

FLOOD ZONE: Zone AE & Zone X shaded

SLOPE/DRAINAGE: Gentle sloping west to east with storm water flowing to Ash Canyon Creek.

FAULT ZONE: Beyond 500 feet

SITE DEVELOPMENT INFORMATION:

SUBJECT SITE AREA: 11.95 Acres

ZONING: SF1A

EXISTING LAND USE: Vacant

TOTAL RESIDENTIAL LOTS: 12 single family lots

PROPOSED LOT SIZES: 29,300 square feet- 34,346 square feet

PROPOSED SETBACKS: Front: 30 feet from back of curb

Rear: 30 feet

Side: 15

Street side: 20 feet

PARKING REQUIRED: Two spaces per dwelling unit

PROJECT PHASING: A single phase is proposed

DISCUSSION:

The subject parcel is vacant, approximately 11.95 acres in size, zoned Single-family 1 acre (SF1A) and located on the west side of Longview Way. The applicant is requesting approval of a Tentative Planned Unit Development to allow for the creation of 12 single family residential parcels with a minimum parcel size of 29,300 square feet and approximately 3.75 acres of open space. The lots are intended to be sold as individual custom home lots. The open space parcel will include a trail and foot bridge over Ash Canyon Creek. Additionally, the open space parcel will help to provide floodplain protection for the area, with mitigation measures, such as berms to help direct flows into Ash Canyon Creek. The applicant is proposing access from Longview Way via a new private road ending in a cul-de-sac. The private access width will be 60 feet, including a 40-foot wide paved street which provides for on-street parking on one side of the street, and 10 feet on each side for utilities and landscape features. The entrance to the development is proposed to be gated.

Per Carson City Municipal Code (CCMC) 17.09.005, the purpose of the Planned Unit Development (PUD) is to encourage more efficient use of the land and of public and private services in Carson City; to reflect the changes in technology of land development so the resulting economies benefit Carson City, and to preserve or provide open space, protect natural, cultural and scenic resources, minimize road building and encourage stable, cohesive neighborhoods offering a mix of housing types. The PUD allows for flexibility of land development regulations, while controlling development in the best interest of the ecology, economy, public health, safety, morals, and general welfare of the citizens.

In general, a PUD is similar to an overlay zone. The allowable uses are limited to those uses allowed in the underlying zoning district and may be further limited. The allowable density is limited to the density allowed in the underlying zoning district per the provisions of CCMC 17.09.025. CCMC 17.09.040.4(g) allows for an applicant to request modifications to Carson City's land use regulations otherwise applicable to the subject property. This allows for regulations, applicable to the PUD, to be either more restrictive or less restrictive than the underlying zoning. The general concept is that the balance of the land can be used as open space and recreational amenities. Per the provisions of CCMC 17.09.100, 30 percent of the gross area of the site must be set aside for open space. The "zoning ordinance" for the PUD is housed in the PUD Development Standards Handbook.

The applicant is not seeking to modify any allowable land use and has included architectural and development standards in the application. As noted above, the lots are proposed to be sold as individual custom home lots, therefore, instead of providing specific elevations for review and approval, the applicant has provided a sampling of photos with traditional and contemporary architectural features along with design guidelines and development standards to provide flexibility in design for future home owner's while promoting compatibility with the surrounding existing neighborhoods.

The applicant has proposed setbacks consistent with the SF1A zoning and is seeking a reduced lot size.

Minimum Lot Size:	29,300 square feet
Front Setback:	30 feet
Rear Setback:	30 feet
Side Setback:	15 feet
Street Side Setback:	20 feet

Per the provisions of CCMC Section 17.09.045, the Planning Commission reviews requests for TPUDs, and makes a recommendation to the Board of Supervisors based on the ability to make the findings of fact identified in CCMC Section 17.07 in the affirmative.

Development Requirements of a Planned Unit Development (PUD):

Timing of Development (CCMC 17.09.020)

The applicant has proposed development in a single phase with lots being sold for construction of individual custom homes. Per the provisions of CCMC Section 17.09.020, the construction and development of all approved amenities, including open space and support facilities shall occur no later than the construction or development of 25 percent of the dwelling units. However, because the developer will be selling individual lots and will not be constructing the homes, the amenities, including open space and landscaping within common areas, must be constructed, or bonded for prior to recording the final map.

Density of Land (CCMC 17.09.025)

CCMC 17.09.025 identifies the maximum density allowed based on the underlying zoning classification. Utilizing the applicable formula, the SF1A zoning district may have 1.1 units per acre. The applicant is proposing 12 single family residential lots on 11.95 acres, thus realizing a density of 1.004 units per acre.

Specific Design Standards (CCMC 17.09.095)

The minimum site area for a PUD may not be less than five acres. The subject property is 11.95 acres.

The minimum number of units in the PUD shall not be less than five dwelling units. The applicant proposes 12 single family residential lots.

Within the SF1A zoning district, a residential lot may be reduced to no less than 33 percent of the minimum lot size allowed by the zoning district. The SF1A zoning district allows for a minimum lot size of 1 acre. The applicant is proposing a minimum lot size of 29,300 square feet, a reduction of approximately 32.7 percent of the lot size.

Except fences, no structure may be located within 20 feet of the periphery boundary of the PUD. This will be enforced in the development review process.

The height of buildings in a PUD is as allowed in the underlying zoning district. The maximum height in the SF1A zoning district is 32 feet.

Parking standards are required as articulated in Division 2 of the Development Standards. Each home is required to provide two on-site parking spaces. Additionally, parking will be provided along one side of the private street. This is intended to accommodate guest parking per Division 2.

Sidewalks may be required on private streets; however, sidewalks shall be required in and to open space areas. As proposed there are not sidewalks along the new internal street; however, staff is recommending a condition of approval requiring the installation of sidewalks on both sides of the street to serve as a connection to the open space and trail which is accessed in the western portion of the project site.

Underground utilities (water, sewer, gas, electricity, telephone, cable television) shall be required in all PUDs, prior to any street paving. Staff recommends that this be made a condition of approval.

Landscaping is required to meet the City's standards. A conceptual landscaping plan has been submitted. A detailed landscape plan demonstrating compliance with the provisions of Division 3 of the Development Standards and CCMC 17.09 shall be required as part of the improvement plans.

Bike paths consistent with the Unified Pathways Plan are required. A bike lane is required along the Longview Way street frontage consistent with the UPMP.

Drainage on the internal private and public streets is required. All lots will be required to drain towards the new private street. Staff has recommended a condition of approval that all common space drainage, storm drains and basins are to be privately maintained by the Homeowner's Association.

Fire hydrants shall be provided and installed as required by the Fire Department. As proposed, the fire hydrant spacing does not comply with the IFC Appendix C. The Fire Department will enforce this requirement at the time of construction plan.

Open Space (CCMC 17.09.100)

All PUDs shall set aside a minimum of 30 percent of the gross area of the site for open space. Therefore, a minimum of 3.58 acres must be retained as open space. Open space in residential PUDs shall not include sidewalks adjacent to streets, or areas in front or side setbacks with a dimension of less than 20 feet. Open space may include clubhouses and pools. No more than 25 percent of the open space may be private, meaning used exclusively for the use of the occupants such as a backyard or a patio. The applicant has proposed a separate 3.75-acre parcel, including a path which will connect to the adjacent path in the southwestern portion of the project site.

The developer shall provide for and establish an organization for ownership and maintenance for all common open space and other common property consistent with the requirements of CCMC 17.09.105. The developer has proposed maintenance via a homeowner's association or similar entity.

PUBLIC COMMENTS: Public notices were mailed to 91 property owners within 600 feet of the subject site pursuant to the provisions of NRS and CCMC for the Tentative Planned Unit Development Map application. As of the date of writing of this report staff received a petition with

194 signatures from surrounding property owners. The petition cites concerns with density if allowed to increase above the current zoning. Any additional comments that are received after this report is completed will be submitted to the Planning Commission prior to or at the meeting on May 26, 2021 depending on the date of submission of the comments to the Planning Department.

OTHER CITY DEPARTMENT OR OUTSIDE AGENCY COMMENTS: The following comments were received from City departments. Recommendations have been incorporated into the recommended conditions of approval, where applicable.

Engineering Division

The Engineering Division has considered the elements of NRS 278.349, the Carson City Municipal Code and the Carson City Development Standards in its review of the tentative map described above. Development Engineering has no preference or objection to the tentative map request and offers the following conditions of approval:

- The sidewalk along the property frontage shall be extended so that it connects to the existing pedestrian sidewalk south of this development and to the north property line. Railing may be required at the crossing of Ash Canyon Creek.
- A water sampling tap must be installed on the new water main in a common area.
- The Carson City Unified Pathways Master Plan calls for on-street bike lanes on Longview. The project must stripe bike lanes along the project frontage.
- The streets will need to be privately owned and maintained as proposed.
- A second cut channel will need to be installed for redundancy west of the proposed channel that is shown.
- The proposed bridge foundations will need to be relocated outside of the creek banks.
- Lots fronting along the creek will need to have their lot lines adjusted so that they are located 5' away from the top of the edge of the creek, or outside of the AO flood zone, whichever is closer to the interior of the lots.
 - a. Should this be impracticable, an exclusive easement will need to be created in its place, in which no fences can be installed.
- All lots will be required to drain towards the new street.
- An O&M Manual will need to be created for the HOA and must contain at a minimum
 - a. Inspection of the channels at least 1 per year
 - b. Continual monitoring and removing of noxious weeds
 - c. A duty to repair any erosion toward the lots along the creek
 - d. Inspection of the cut channels after each major storm event. (5-year event)
- The depression along the berm to accommodate the trail must be removed.
- An access and Public Utility Easement will need to be created over the roadway.
- The Storm Drainage channel along Longview Way must be piped and be moved into the right-of-way and connect into the existing 48" culvert or existing 30" culvert if there is sufficient capacity.
 - a. A manhole will be required at the tie in point in the ditch and another at any angle point along the main. A manhole or approved equivalent will be required at the tie-in point into the existing storm drain.
- Drop inlets will need to have a direct connection to Storm Drain Main
- The project must meet Carson City Municipal Code and Development Standards including, but not limited to the following:
 - a. Half-street improvements are required along the project frontage per CCDS 11.12.081, including sidewalk, curb, gutter, striping, and paving from the existing edge of pavement to the proposed gutter. The resultant street section must match the width of the Longview Way just north of the project.

- b. The street section must meet C-5.1.8 for urban local streets including installation of interior sidewalks on both sides of the street per CCMC 17.09.095

DISCUSSION:

The Engineering Division has reviewed the application within our areas of purview relative to adopted standards and practices and to the provisions of CCMC 17.07.005. The following Tentative Map Findings by the Engineering Division are based on approval of the above conditions of approval:

1) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.

The subdivision will be served by City water and sewer.

2) The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.

The City has sufficient system capacity and water rights to meet the required water allocation for the subdivision.

3) The availability and accessibility of utilities.

Water is available and accessible. The existing water main is 8-inch PVC. A water main analysis is required.

- All water services shall be perpendicular to water mains.
- The nearest sewer main has a manhole are approximately 30 feet to the north east of the property. The sewer main is 8-inch asbestos concrete. This main is approximately 10% full (d/D). These mains have/ sufficient capacity to serve the project.
- There is an existing roadside ditch which conveys flow to a culvert near the southeast portion of the site. Storm Drain improvements will be required to relocate storm drain facilities out of the private development.

4) The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.

The road network necessary for the subdivision is available and accessible.

5) Access to public lands. Any proposed subdivision that is adjacent to public lands shall incorporate public access to those lands or provide an acceptable alternative.

- Public Lands: The property is adjoining City owned property to the west and the south, trail access is provided.

6) Conformity with the zoning ordinance and land use element of the city's master plan.

Development engineering has no comment on this finding.

7) General conformity with the city's master plan for streets and highways.

The development is in conformance with the city's master plan for streets and highways.

8) The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.

- Local intersections: The closest intersection is W Washington St and Longview Way which is approximately 110 ft to the north of the property.
- Parking and internal circulation: The proposed street is 60 feet wide which will provide ample room for on street parking. The proposed section allows for parking on one side. There will also be onsite parking via garages and driveways.

- Proposed and/or necessary improvements: The sidewalk along the property frontage shall be extended farther across the entire property frontage. Railing may be required at the crossing of Ash Canyon Creek.
- At the proposed increase to local traffic, staff will not require a Traffic Impact Study for this development.

9) *The physical characteristics of the land such as flood plains, earthquake faults, slope and soil.*

- Earthquake faults: The nearest fault is over 500 feet away with a slip rate between 1 to 5 mm/yr. No further analysis is required.
- FEMA flood zones: The flood zone is Zone X (shaded) however the south end of the property is Zone AO. Development will stay out of the flood zone AO.
- Site slope: The property's slope is anywhere from 0 to 15% slopes.
- Soils and Groundwater: In the geotechnical exploration, the ground water table was not encounter however it is expected to be between 20 to 50 feet. The soil is mainly sand with gravel and silty sand. The soil tested was found to be non-plastic.

10) *The recommendations and comments of those entities reviewing the subdivision request pursuant to NRS 278.330 thru 278.348, inclusive.*

- Development engineering has no comment on this finding.

11) *The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.*

No recent fire flow data is available, but availability of fire flow is expected based on the City's water model.

12) *Recreation and trail easements.*

The development is proposing access to an existing trail system near the west end of the project.

Fire Department

1. Project must comply with the International Fire Code and Northern Nevada Fire Code amendments as adopted by Carson City.
2. Hydrant spacing as shown doesn't comply with IFC Appendix C.

Parks, Recreation, and Open Space

1. The City will not be responsible for any landscape or irrigation system maintenance on the project. All landscaping and landscape maintenance in the right of way will be the sole responsibility of the owner. The developer is required to maintain all common landscape and open space areas within the development including any landscaping, defensible space, the creek corridor, easements, trails, noxious weeds and street(s) right of ways in perpetuity.
2. Carson City is a Bee City, USA. As a result, the developer shall use approximately 50% pollinator friendly plant material for any required landscaping on the project site. Also, any remaining landscape plant material selection needs to be consistent with the City's approved tree species list or other tree species, as approved by the City. The Carson City Pollinator Plant list and other plant selection resources can be found on the City's website. The City's approved tree species list for commercial projects can also be found on the City's website.
3. The developer is required to incorporate "best management practices" into their construction documents and specifications to reduce the spread of noxious weeds. The spread of invasive

and noxious weeds is a significant issue in construction projects that involve land disturbance. Earth moving activities contribute to the spread of weeds, as does the use of contaminated construction fill, seed, or erosion-control products. Experience has demonstrated that prevention is the least expensive and most effective way to halt the spread of noxious and invasive weeds. Preventing the establishment or spread of weeds relies upon:

- Educating workers about the importance of managing weeds on an ongoing basis.
- Properly identifying weed species to determine most appropriate treatment strategies;
- Avoiding or treating existing weed populations; and
- Incorporating measures into projects that prevent weed seeds or other plant parts from establishing new or bigger populations such as certification of weed-free products.

For more information on “best management practices” please contact The Carson City Parks, Rec. and Open Space Dept. by phone or email through the contacts listed at the top of this document.

4. Deciduous trees must be planted a minimum of 5' from any city/public street, sidewalk or pathway. Evergreen trees must be planted a minimum of 10' from any city/public street, sidewalk or pathway. Fruit bearing, “non-fruiting” flowering or any other trees that drop debris such as seed pods will not be permitted near or placed where they will eventually hang over city/public sidewalks or pathways.
5. Carson City Municipal Code: Title 18, Division 3 should be reviewed by any/all parties involved in the proposed landscape design prior to landscape plans being submitted to the city for final approval of a building permit.
6. The project is subject to the collection of Residential Construction Tax (RCT), compliant with NRS Chapter 278 and Carson City Municipal Code (CCMC 15.60).
7. Per UPMP, Longview is a designated on-street bike lane.
8. The developer will be required to install an improved trail, including the connection to the existing trail system and provide a public access easement across the proposed trail. The City will not own and maintain the trail proposed within the developments open space area. The developer must work with the City to plan a location and design that is acceptable to the City for the connection to the City's path.
9. The open space parcel and trail will be owned and maintained by a homeowner's association or similar entity. The developer must provide a plan to address maintenance including defensible space, noxious weeds, the creek corridor and specific pathway maintenance. All construction/pathways must meet city standards and details.

FINDINGS:

When considering a Tentative Planned Unit Development, the Planning Commission and Board of Supervisors must consider the findings outlined in Carson City Municipal Code (CCMC) 17.07.005 (Findings). All twelve findings must be made in the affirmative in order to approve the TPUD. Additionally, CCMC 17.09.050 (Approval or Denial of Application) outlines an additional six findings of fact that must be made in the affirmative in order to approve a TPUD. Staff will first address the findings outlined in Section 17.07.005, followed by the findings outlined in Section 17.09.050.

Section 17.07.005 (Findings):

1. ***Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.***

The development is required to comply with all applicable environmental and health laws concerning water and air pollution and disposal of solid waste.

2. ***The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.***

Water supplied to the development will meet applicable health standards. Carson City's water supply will not be exceeded by final approval of this development. The City has sufficient system capacity and water rights to meet the required allocation for the PUD.

3. ***The availability and accessibility of utilities.***

All utilities are available in the area to serve the development.

4. ***The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.***

The project is located within an existing neighborhood that is served by existing schools, sheriff protection, transportation facilities and parks. The project is not expected to have a significant impact on police services. The Fire Department has provided comments on the project and their comments have been incorporated as conditions of approval as appropriate. Staff also reached out to the School District who indicated they have no comment on this project; therefore, impacts to school are assumed to be minimal.

A traffic memo was completed and submitted with the application for the Tentative PUD. The proposed project will result in 120 trips per day and 12 peak hour trips, which is below the threshold to require a traffic study. The existing public roads are capable of servicing the project. The applicant is proposing primary access from Longview Way via a new private road to serve each of the 12 residences.

The Parks Recreation and Open Space Department has reviewed the proposed Tentative Planned Unit Development. Trails are provided on-site, making connection to existing trails. Impacts to City recreational facilities are anticipated to be minimal.

5. ***Access to public lands. Any proposed subdivision that is adjacent to public lands shall incorporate public access to those lands or provide an acceptable alternative.***

The tentative planned unit development proposes a trail connection to provide access to public trails in the area. Staff is recommending a condition of approval requiring sidewalks to be provided along the interior road in order to provide connectivity from the homes to the trails and open space areas.

6. ***Conformity with the zoning ordinance and land use element of the City's Master Plan.***

The proposed planned unit development, as conditioned, is consistent with the Master Plan as well as in compliance with the applicable sections of the Municipal Code.

7. *General conformity with the City's Master plan for streets and highways.*

Subject to compliance with the proposed conditions of approval, the proposed subdivision conforms to the City's master plan for streets.

8. *The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.*

A traffic memo was produced as part of the application for the tentative planned unit development. It was determined the traffic generated from this development does not trigger the need for a full traffic study. The existing infrastructure is sufficient to meet the additional demands from this development. The internal road will be privately owned and maintained with parking on one side of the roadway. Sidewalks will be required for internal connectivity to the open space and a sidewalk will be required along the entire property frontage extending across Ash Canyon Creek.

9. *The physical characteristics of the land such as flood plains, earthquake faults, slope and soil.*

The physical characteristics of the land do not preclude the development as proposed. The property is located with the Special Flood Hazard Area; however, mitigations are proposed to help direct stormwater into Ash Canyon Creek and development will be located outside of the AO flood zone.

10. *The recommendations and comments of those entities reviewing the subdivision request pursuant to NRS 278.330 thru 278.348, inclusive.*

The proposed tentative map has been routed to the Nevada Department of Environmental Protection and the Nevada Division of Water Resources. The Division of Water Resources has requested that a Will Serve letter from Carson City Public Works and a final mylar map of the proposed project be presented to the State Engineer for approval and signed through his office prior to development. Public Works has indicated there is sufficient water supply and sewer capacity to serve the project.

11. *The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.*

The Carson City Fire Department will provide fire protection services to the project location. The Fire Department has reviewed the project and provided comments. The development requires fire hydrants consistent with the International Fire Code (2018) Appendix C. Additionally, the project is required to comply with the currently adopted edition of the International Fire Code amendments. The Fire Department will review for compliance with these requirements at the time construction plans are submitted.

12. *Recreation and trail easements.*

The development is proposing a new trail with connectivity to the City's existing Long Ranch Estates trail system to the south. The developer will be required to install an improved trail, including the connection to the existing trail system and provide a public

access easement across the proposed trail. The City will not own and maintain the trail proposed within the developments open space area.

Section 17.09.050 (Approval or Denial of PUD Application):

Section 17.09.050 (Approval or Denial of PUD Application) identifies the findings that must be made with regard to approval of a PUD application, including in what respects the plan would or would not be in the public interest with consideration of the following:

1. *In what respects the plan is or is not consistent with the statement of objectives of the Planned Unit Development ordinance.*

The proposed plan is consistent with the statement of objectives of the Planned Unit Development ordinance. The proposed project has been designed to meet all requirements of the PUD ordinance, including providing open space and access to light and air. Allowing for the reduced parcel size provides the opportunity to cluster the development, leaving Ash Canyon Creek entirely on the open space parcel.

2. *The extent to which the plan departs from zoning and Planned Unit Development regulations otherwise applicable to the property, including but not limited to density, size and use, and the reasons such departures are or are not deemed to be in the public interest.*

The proposed plan does not depart from the PUD regulations. Within the parameters of the PUD regulations, the applicant is proposing to utilize a lot size that is smaller than the underlying SF1A zoning district; however, all other provisions with regard to use, density, setbacks, building height, parking, and open space meet the requirements of the based zoning of SF1A as well as the PUD regulations.

3. *The purpose, location and amount of the open space in the Planned Unit Development, the reliability of the proposals for maintenance and conservation of the open space and the adequacy or inadequacy of the amount and purpose of the open space as related to the proposed density and type of residential development.*

The purpose, location and amount of open space in the PUD is appropriate for the project, and consistent with the requirements. The open space will include approximately 3.75 acres of common open space improved with a trail which will provide connectivity to existing trails in the area. Additionally, each lot will have a substantial amount of private open space in the form of their rear yards. The maintenance responsibility of the common open space will be assigned to a HOA or similar entity.

4. *A physical design of the plan and in the manner in which such design does or does not make adequate provision for public services, provide adequate control over vehicular traffic, parking requirements, and further the amenities of light and air, recreation and visual enjoyment.*

As detailed in the Engineering Division comments, the physical design of the plan does make adequate provisions for public services and does provide adequate control over vehicular traffic as conditioned. Adequate on-site parking will be provided on each lot with on-street parking also being permitted along the internal street.

5. *The relationship, beneficial or adverse, of the proposed Planned Unit Development to the neighborhood in which it is proposed to be established.*

The tentative PUD is an infill project. The development does not propose an increase to the allowed density, and it proposes lot sizes similar to those in the surrounding neighborhoods in order to promote compatibility. The common open space parcel will provide trail connections for the existing neighborhood. Additionally, the project proposes mitigation measures to help to reduce impacts from the flood plain in the area. Mapping and modeling indicate that the development of these lots will be placed outside of the 100-year flood zones.

6. *In the case of a plan which proposes a development over a period of years, the sufficiency of the terms and conditions intended to protect the interest of the public and the residents of the Planned Unit Development in the integrity of the plan.*

The applicant has proposed development in a single phase with lots being sold for construction of individual custom homes. Per the provisions of CCMC Section 17.09.020, the construction and development of all approved amenities, including open space and support facilities shall occur no later than the construction or development of 25 percent of the dwelling units. However, because the developer will be selling individual lots and will not be constructing the homes, the amenities, including open space and landscaping within common areas, must be constructed, or bonded for prior to recording the final map.

Attachments

Application- PUD-2021-0132
Neighborhood Petitions email- 5/14/2021

ADAMS ESTATES PLANNED UNIT DEVELOPMENT



Carson City, Nevada

April 15, 2021

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ADAMS ESTATES PLANNED UNIT DEVELOPMENT

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ADAMS ESTATES PLANNED UNIT DEVELOPMENT

INTRODUCTION AND REQUEST

Adams Estates is a proposed Planned Unit Development located on the western side of Longview Way between the Kingston Park and Long Ranch Estates subdivisions in Carson City, Nevada. It contains 12 single family residential parcels with a minimum lot size of 29,300 square feet and approximately 3.75± acres of open space. This application contains the following request:

- A **Planned Unit Development and Tentative Subdivision Map** for 12 single family residential lots

A completed Carson City Planned Unit Development application with applicant and owner affidavits are included in this report as Appendix A. The Adams Estates Planned Unit Development/Tentative Subdivision Map set is also included at reduced 11x17 size in this report as Appendix B, and the Conceptual Planned Unit Development Letter from Carson City dated October 19, 2020 is included as Appendix C.

PROJECT LOCATION

Adams Estates consists of 11.95± acres located immediately west of Longview Way and approximately 250 feet south of the intersection of Longview Way and Kensington Place as shown in Figure 1 (below).

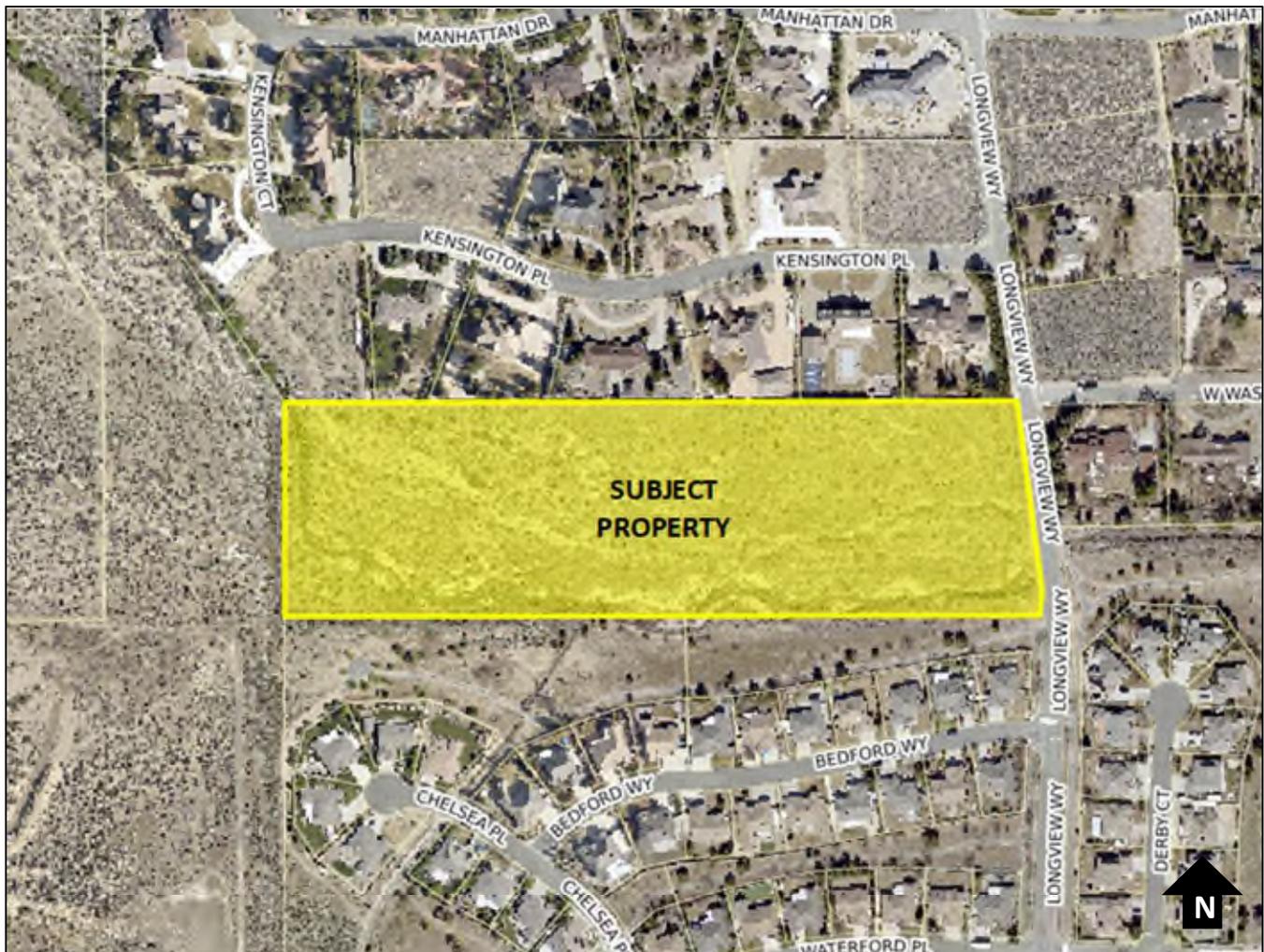


Figure 1 – Adams Estates Vicinity

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

EXISTING CONDITIONS

The Adams Estates site is located on vacant land with single family residential uses to the immediate north and east, and Carson City-owned open space to the immediate west and south. The project site is anticipated to be accessed by a single cul-de-sac that will intersect with Longview Way.

The Adams Estates site is relatively flat, and generally slopes downward from west to east. The property is located in FEMA Flood Zones X, AO, and AE as shown on FEMA Map 3200010091. The geotechnical report completed for this project determined native soils to generally consist of medium dense poorly graded sands and silty sands with varying amounts of silt and gravel and, in some cases, varying amounts of cobbles and/or boulders. No active or potentially active faults have been determined to exist on the project site, with the nearest located approximately one quarter of a mile to the west. The geotechnical report for the project is included in this report as Appendix D.

The Adams Estates property is designated as Low Density Residential (LDR) in the Carson City Master Plan, which allows for densities of up to three units per acre. It is located in the Single Family One Acre (SF1A) zoning district. Table 1 (below) outlines the zoning, Master Plan and current land use of the surrounding parcels. Figure 2 (Page 3) shows the Master Plan designation for the property and its surrounding parcels, and Figure 3 (Page 3) shows the zoning for the property and its surrounding parcels.

Table 1: Surrounding Property Designations

Location	Zoning	Master Plan	Current Land Use
North	Single Family One Acre (SF1A)	Low Density Residential (LDR)	Single Family Residential
East	Single Family One Acre (SF1A) and Single Family 21,000 Planned Unit Development (SF21-P)	Low Density Residential (LDR) and Open Space (OS)	Single Family Residential and Open Space
South	Single Family 21,000 Planned Unit Development (SF21-P)	Open Space (OS) and Low Density Residential (LDR)	Open Space and Single Family Residential
West	Public Community (PC)	Public/Quasi-Public (P/QP)	Open Space/Public Facilities

COMMUNITY OUTREACH

Two neighborhood meetings were held with surrounding property owners to discuss the proposed project and potential impacts. The first was held on December 22, 2020 and the second on February 24, 2021. Both were held through the Zoom online platform. Property owners were invited to attend through a mailed notice utilizing the same noticing radius required for the future public meetings associated with the project's approval process.

The first meeting introduced a conceptual plan and zone change that proposed a SF21 zoning district combined with a Planned Unit Development to create 23 single family lots ranging in size from 10,649 square feet to 14,328 square feet and 5.24 acres of open space. Significant opposition to a denser zoning district and smaller lots was received at the first meeting. This resulted in modification of the proposed project to utilize the existing underlying zoning district of SF1A and reduce the lot sizes by only 33 percent through the Planned Unit Development to allow for Ash Canyon Creek to remain on a single parcel, while also providing the required amount of open space.

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

The second meeting introduced the revised plan showing the project in its current form and was met with less opposition, as well as appreciation of the developer's consideration of objections over lot size and density raised at the initial meeting. A desire for traditional architecture was expressed at both meetings. Several property owners voiced concerns about drainage issues in the area of Ash Canyon Creek and the potential negative impacts that the proposed project may have. The project's engineers explained proposed drainage improvements and flood mitigation measures, and answered questions about flood impact concerns.

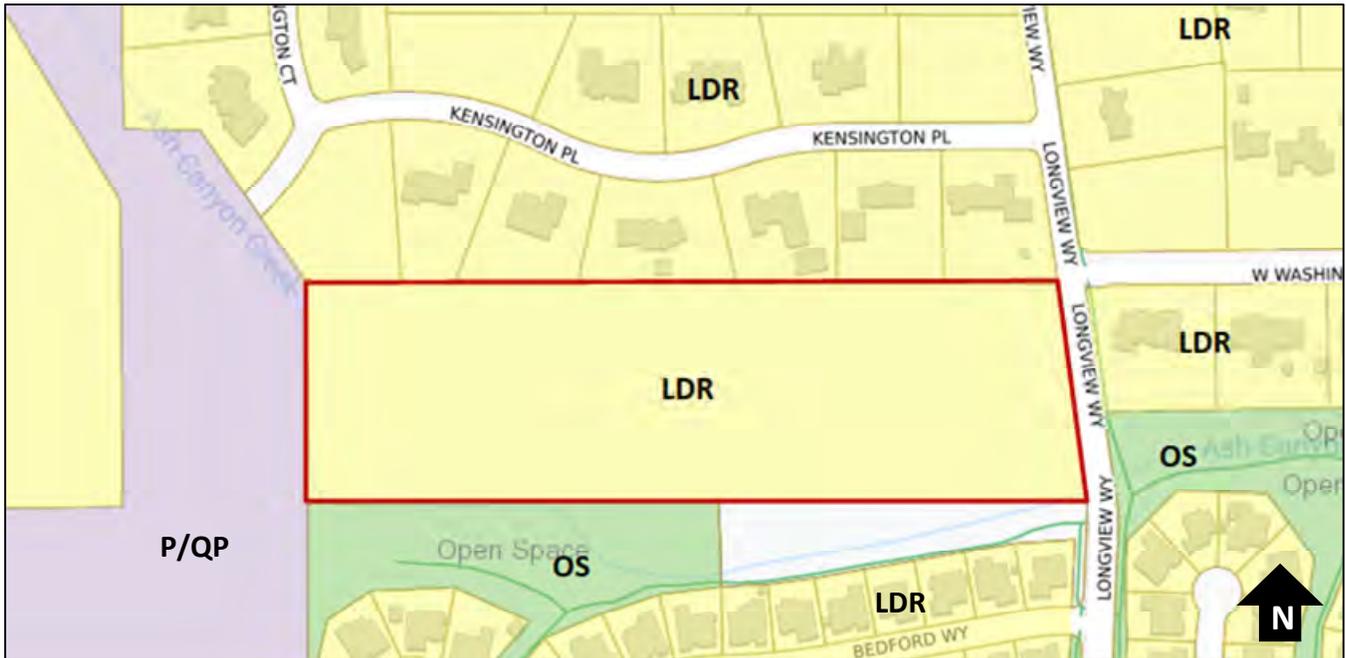


Figure 2 – Master Plan

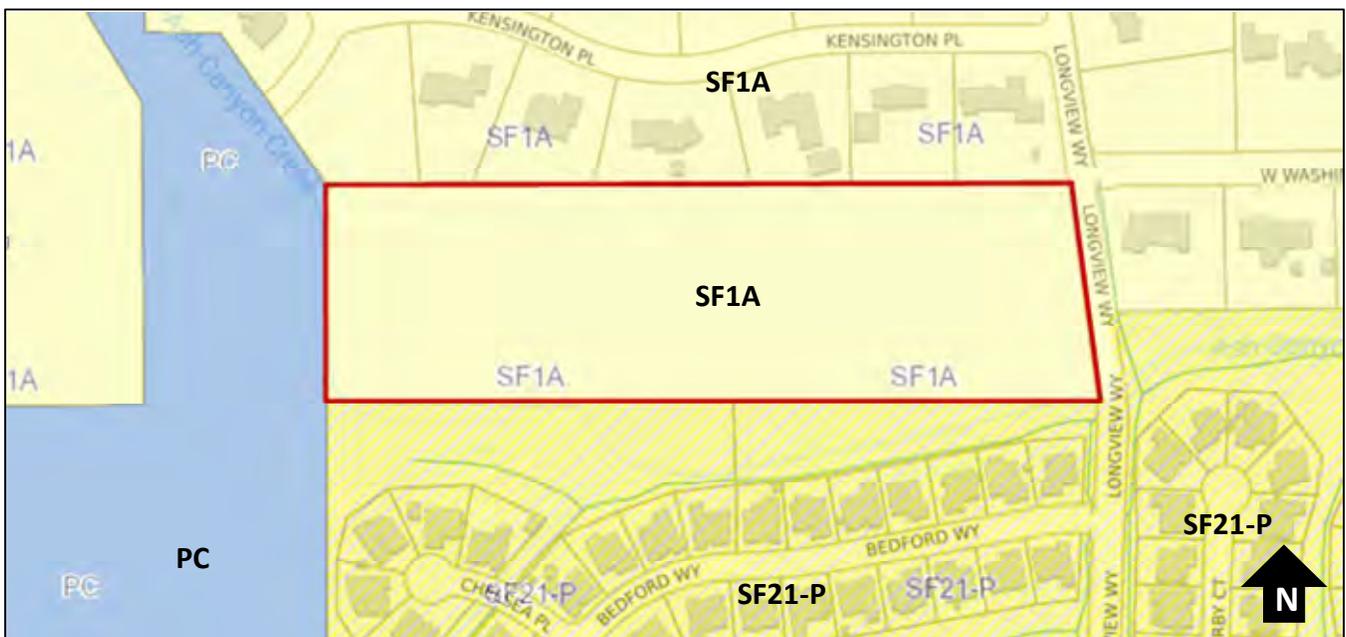


Figure 3 – Zoning

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

PROJECT DESCRIPTION

The Adams Estates project is proposed as a Planned Unit Development containing 12 single family residential lots and associated open space parcels. The lots are intended to be sold as individual custom home lots to create a high-end residential subdivision, similar to the luxury properties in the subdivisions to the north such as Kingston Park and Wellington Crescent. The majority of the residential lots are proposed at a size of 29,300 square feet, with one lot slightly larger at 34,346 square feet. The proposed lot sizes are consistent with the minimum lot size allowed for a Planned Unit Development in a Single Family One Acre (SF1A) zoning district as outlined in Carson City Municipal Code 17.09.025. This code section states that within the SF1A zoning district a residential lot may be reduced by no less than 33 percent of the minimum lot size allowed by the applicable zoning district. The minimum lot size in the SF1A zoning district is one acre, making the smallest allowable lot size with a Planned Unit Development in the SF1A zoning district 28,750 square feet.

The overall gross density of the project is one unit per acre, which remains consistent with the underlying zoning allowing one unit per acre. The density is also less than the allowed density of a Planned Unit Development in the SF1A zoning district, which is 1.1 units per acre. Table 2 (below) summarizes the proposed development of the Adams Estates project and Figure 4 (Page 5) depicts the site plan for the project. A complete 11x17 reduced plan set for the project is included as Appendix B.

Table 2: Development Summary

Total Project Area	11.95+ acres
Residential Lot Area	8.20+ acres
Common Area/Open Space	3.75+ acres
Smallest Lot Size	29,300 sf
Largest Lot Size	34,346 sf
Average Lot Size	29,721 sf
Overall Density	1.0 unit/acre
Total Number of Residential Lots	12

OPEN SPACE AND TRAIL CONNECTION

A minimum of 30 percent of the project must be reserved as common area/open space per the Planned Unit Development standards. Additionally, the Ash Canyon Creek runs through a large part of the southern portion of the property. To meet the minimum requirement and to ensure that the Ash Canyon Creek remains on one parcel for ease of maintenance and flood control, 3.75+ acres, or approximately 31 percent of the total project area has been designated as common open space. To maintain consistency with the existing Carson City-owned open space to the south, the majority of the common open space containing is proposed to remain native and passive (approximately 94 percent of total open space). Approximately 10,158 square feet, or 846 square feet per residential unit, is designated as recreational common open space in the form of an improved pedestrian trail with bridge over the Ash Canyon Creek. The common open space and proposed trail/bridge are identified on the site plan provided in Figure 4 (Page 5).

Because of its adjacency to existing Carson City-owned open space and the city's desire to provide floodplain protection to private property owners in the vicinity, the developer intends to discuss with Carson City Parks, Recreation, and Open Space the possibility of dedicating the large common open space parcel to Carson City. This will ensure that parcel will be available to the general public in perpetuity and will allow Carson City to manage the floodplain surrounding the Ash Canyon Creek in a manner that benefits the entire surrounding community.

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

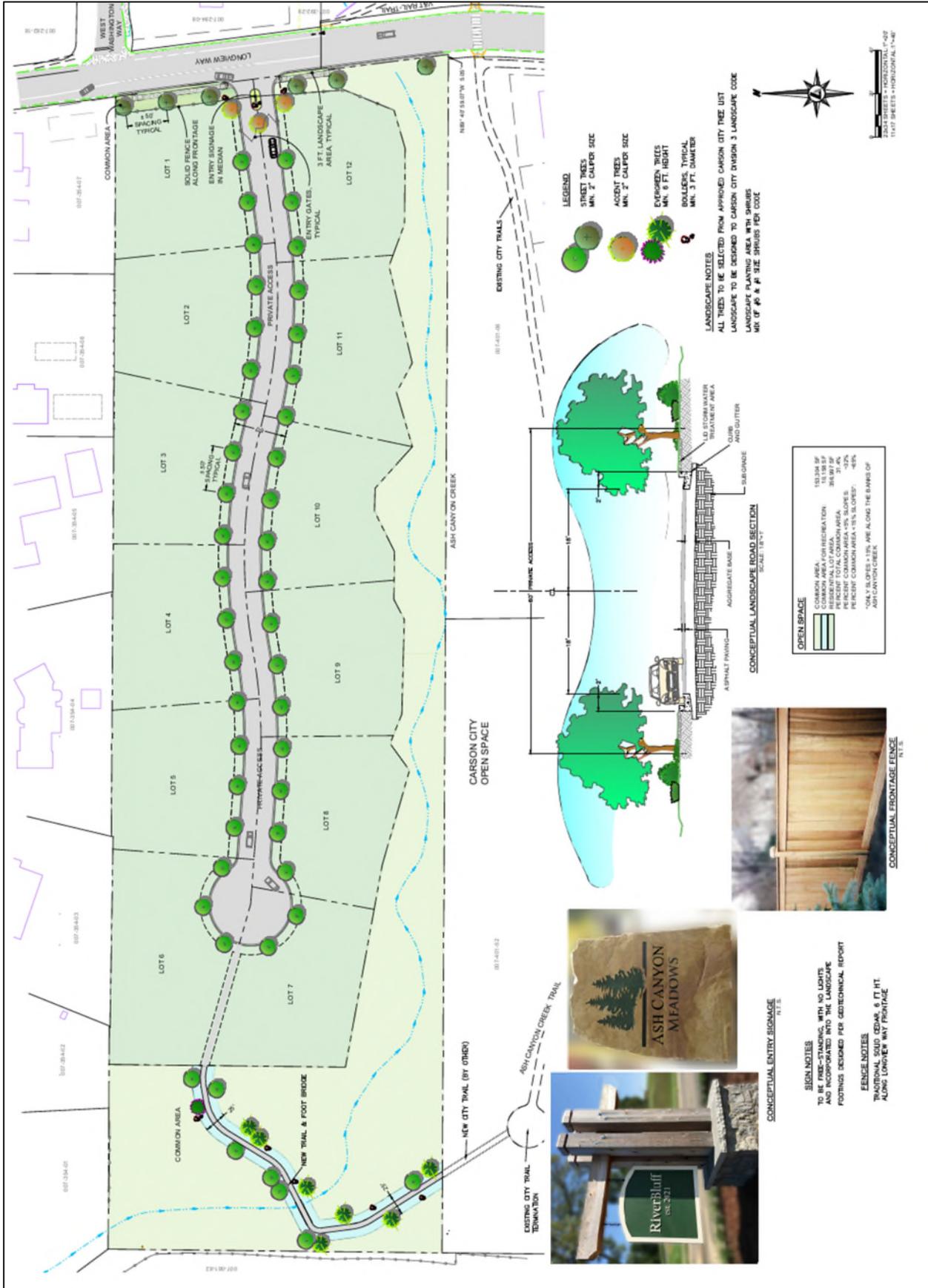


Figure 4 – Adams Estates Proposed Site Plan

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

ACCESS, TRAFFIC, STREETScape, ENTRY

The Adams Estates project is proposed to be accessed from Longview Way with the creation of a single private cul-de-sac roadway located in a 60-foot wide private access, utility and landscape easement. This roadway will be paved and include curb and gutter on both sides. The project does not trigger a traffic study due to its small size. However, a letter has been provided by the project's engineer indicating that Adams Estates is expected to generate approximately 120 total average daily trips, and 12 peak hour daily trips. The traffic letter is included with this report as Appendix E.

Adams Estates intends to provide homeowners' association-maintained streetscape within the private cul-de-sac to create a tree-lined street for its future residents. This will be accomplished by provided a 40-foot-wide paved street from the back of curb, plus 10 feet on each side for utilities, street trees and landscaping, and low impact development measures including a series of curb cuts designed to route stormwater from the street into the landscape areas. An example cross section of the proposed tree-lined street is shown in Figure 5 (below).

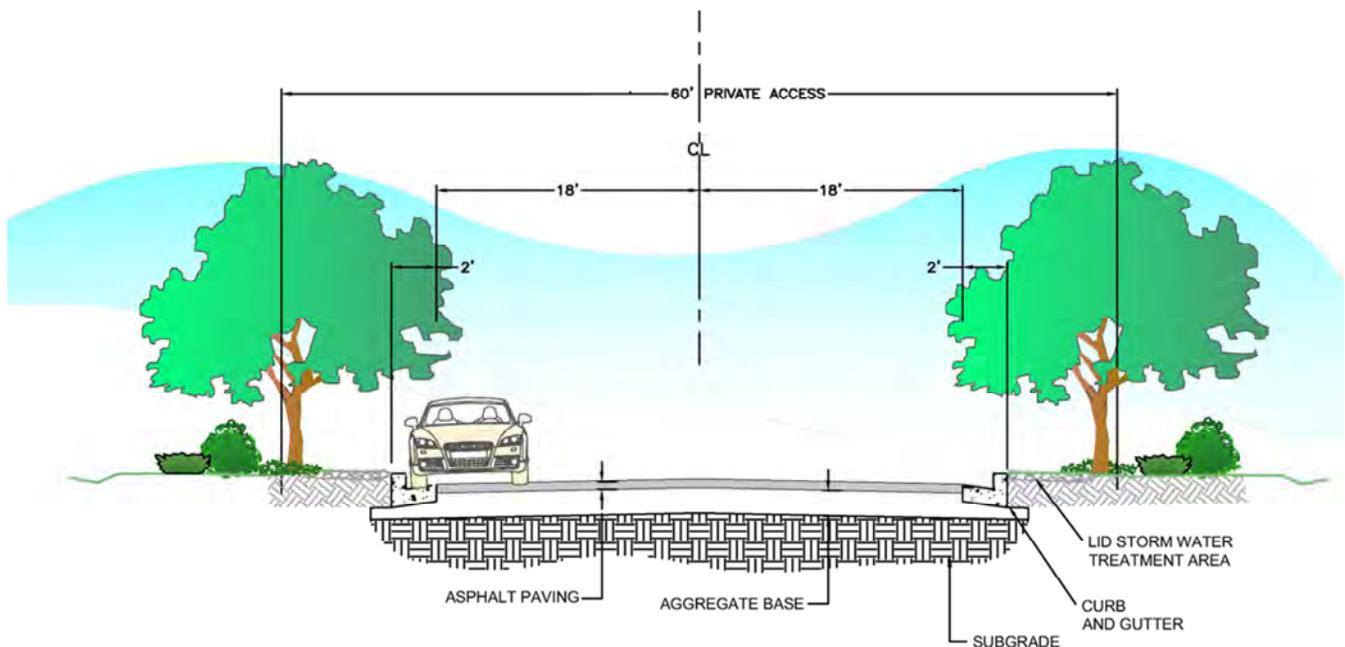


Figure 5 – Conceptual Landscape Road Section

The entrance to the development is proposed to be gated with a single entry median including monument signage in a form to be determined as development progresses. This will help establish a distinct presence for the project and provide a sense of exclusivity. The street frontage on Longview Way will be landscaped in a similar manner as that of the interior street and will include a pathway and solid fencing for community privacy. A conceptual layout of the entry and Longview Way frontage is shown in Figure 6 (Page 7). Examples of possible entry signage is shown as Figure 7 (Page 7).

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

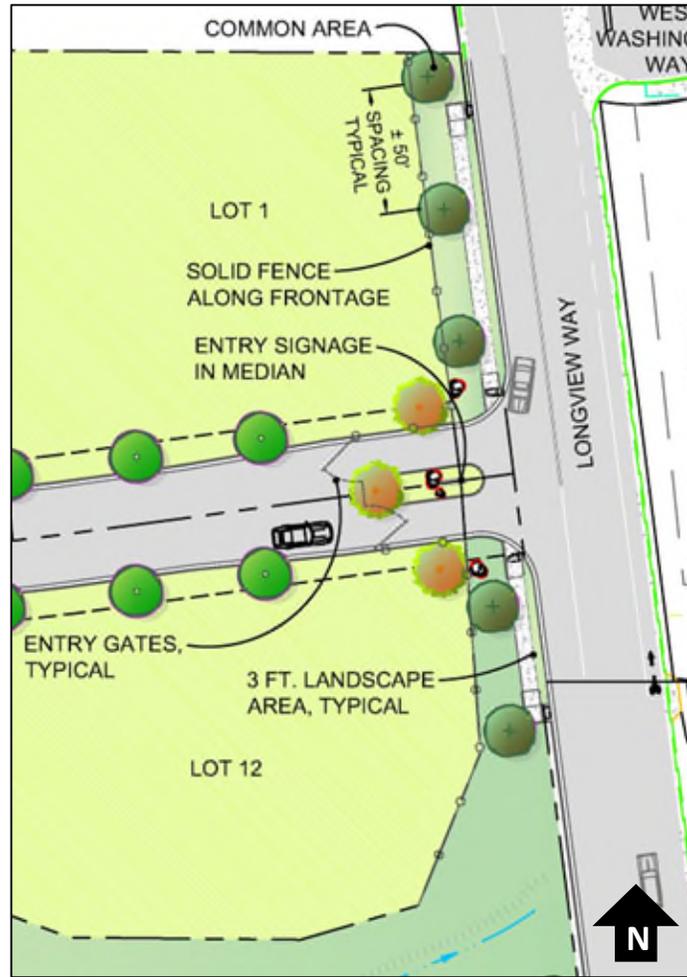


Figure 6 – Conceptual Entry and Longview Frontage



Figure 7 – Conceptual Entry Signage

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

ARCHITECTURAL AND DEVELOPMENT STANDARDS

With a typical Planned Unit Development proposal, specific elevations and material types intended for future construction are provided as a part of the application package to ensure compatibility with surrounding neighborhoods. This requirement is intended to address the section of code outlined below.

CCMC 17.09.040(e). The use height, size and location of all structures, walls and fences; character of materials, the texture of the buildings and grounds (color) perspective) and elevation perspectives of structures in relation to adjacent building shall also be indicated.

Adams Estates is proposed to be a custom home subdivision where home design will be left up to the individual homeowner. When offering custom lots it's important to provide flexibility and creative license to future homeowners as they design their homes. However, compatibility with the surrounding existing neighborhoods remains important in the context of a Planned Unit Development proposal.

Rather than submit specific elevations not representative of what may be built, the developer has provided a sampling of photos of traditional architectural styles with contemporary features that follow current architectural trends. These photos, combined with general design guidelines and development standards outlined below, are intended to provide assurance that the proposed architectural flavor of Adams Estates will be compatible with the traditional nature of the custom homes in immediate vicinity. Sample photos are provided in Figure 8 (Pages 9 and 10) and in larger size as Appendix F of this report.

Adams Estates Design Guidelines and Development Standards

The objective of Adams Estates is to have a diversity of design, producing a community harmonious with the surrounding existing developments, while also allowing creative license with contemporary elements. The design theme of dwellings and accessory structures constructed on Building Lots shall be based upon regional and traditional architectural styles including, but not limited to, Mountain, Tahoe, Ranch, Farmhouse, Tuscan, and Prairie, with contemporary interpretations and elements, if desired. Modern architectural styles are undesirable within the subdivision and shall be avoided to maintain harmony with the surrounding community.

Building emphasis shall be on appropriate massing and proportion, vertically proportioned windows and doors, with horizontal roof dominated forms, overhangs, and porches. Forms should be harmonious with rhythm and patterns, utilizing sustainable, natural and durable exterior materials in earth tone colors to blend with the landscape.

One- and two-story massing should step back from the lower story facade to the upper story. Stepped roof massing should include single story elements with higher masses occurring toward the center of the home with lower profiles occurring toward the outer portions of the home.

Pretentious, over stylized decorative detailing, avant-garde, modular homes or "pre-built" sections of homes are undesirable and shall be avoided.

Landscape plantings should be integral to the home design to enhance the streetscape character, softening and adding texture to buildings, providing shade, and defining gardens and outdoor spaces.

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

Six-foot (6') wood privacy fencing shall be used for homes abutting other building parcels in a consistent form designated by the Architectural Committee, as well as for the side yards of those Building Lots adjacent to the Common Areas along Longview Way. All Building Lots adjacent to the Common Area open space and ten-foot (10') private access easement between Building Lots 6 and 7 shall use open view fencing in a consistent form designated by the Architectural Committee with a height not to exceed four (4) feet.

In addition to the guidelines provided above, specific development standards that must be adhered to for development within Adams Estates include the following:

1. Setbacks shall be 30 feet for front yards (from the back of curb), 30 feet for rear yards, 15 feet for side yards, and 20 feet for street side yards
2. Maximum building height shall be 32 feet
3. Earth tone colors shall be used for building exteriors

Draft CC&Rs for the Adams Estates project reflect the design guidelines outline above and are provided in this report as Appendix G.



Figure 8 – Sample Home Elevation Architecture

ADAMS ESTATES PLANNED UNIT DEVELOPMENT



Figure 8 (Continued) – Sample Home Architecture

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

UTILITIES

Water and sewer service will be provided by Carson City and will connect to existing water and sewer lines in Longview Way adjacent to the project. Power service will be provided by NV Energy, natural gas service will be provided by Southwest Gas, phone service will be provided by AT&T, and cable service will be provided by Charter Communications.

DRAINAGE

The Adams Estates project site slopes approximately two percent across the proposed development and generally from west to east. Off-site runoff entering the site and on-site storm water generated from the site currently flow to Ash Canyon Creek, which is located along the southern side of the property. Portions of the property are located within both the AO and AE flood zones. Zone AE represents a special flood hazard area.

The conceptual drainage study for Adams Estates analyzed peak discharges for the project site using both a five-year, 24-hour minor storm event and a 100-year, 24 hour major storm event. Using the Rational Formula Method as outlined in Carson City Municipal Code, it was determined that peak flow as a result of the improvements proposed with Adams Estates will increase by 0.16 cubic feet per second (cfs) during the 25-year event, and 0.30 cfs for the 100-year storm event.

Based on conceptual level design and projected flows, the peak on-site runoff will enter Ash Canyon Creek well prior to peak off-site flows. Because runoff from the proposed site is less than off-site flows, no adverse impacts to storm drain infrastructure or downstream properties is anticipated as a result of the proposed development. Onsite detention is not proposed due to the project's proximity to Ash Canyon Creek.

Storm water from the developed site will be collected in a series of curb gutters along the on-site roadway within Adams Estates. The gutters will convey storm water to proposed catch basins and an outlet pipe at Longview Way, then into Ash Canyon Creek on the south side of the property. To improve storm water quality and reduce the peak flow of the stormwater flowing toward the outlet pipe, a series of curb cuts are proposed to route the stormwater through landscaped low impact development treatment areas at the back of the curbs. Proposed storm water improvements for the development are shown on Figure 9 (Page 12).

Because the Adams Estates project is partially located in a floodplain, flood mitigation measures are proposed to prevent flood impacts to the proposed development. These mitigation measures include a swale west of the proposed lots that will collect flow generated from the undeveloped west portion of the property and nuisance flow from the north of the property. This swale will direct existing flow that would otherwise go across the property into the Ash Canyon Creek at a more specific location. A redundant mitigation measure in the form of a berm adjacent to the swale will provide additional flood protection for the developed lots on the Adams Estates site. These proposed mitigation measures are shown on Figure 9 (Page 12). A FEMA Letter of Map Revision (LOMR) study will be required to remove the westernmost lots from the floodplain. The complete Conceptual Drainage Study is included as a part of this report as Appendix H.

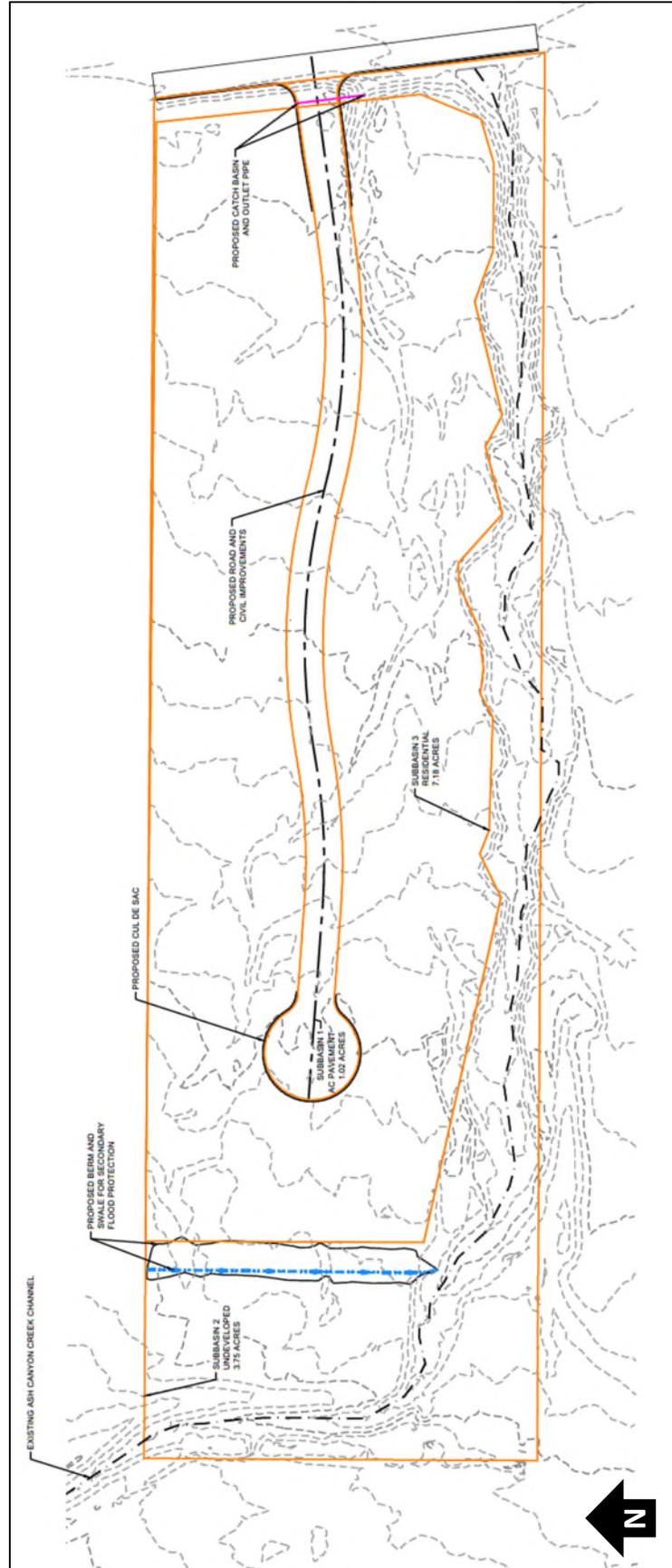


Figure 9 – Adams Estates Proposed Drainage Improvements

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

REQUIRED FINDINGS

The following findings as identified in Carson City Municipal Code are addressed in support of the Planned Unit Development for Adams Estates. Each finding is listed in *italic type* below and is addressed in **bold type** immediately following each finding.

Tentative Subdivision Map Findings (CCMC 17.01.005):

1. *Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal.*

The disposal of solid waste, water supply, and public sewer have been considered as a part of the proposed project. Solid waste disposal service exists in the area through Waste Management and is available to serve the project site. Water and sewer mains are located in Longview Way adjacent to the project area and are also able to serve the proposed project.

2. *The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision.*

Adequate water rights are available through Carson City for the project as a part of the Public Works' water facility connection fee.

3. *The availability and accessibility of utilities.*

The proposed project is located on an infill parcel within the existing service areas for water, sewer, power, natural gas, telephone and cable. All services are available for the future project.

4. *The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks.*

The proposed project will be served by Bordewich Bray Elementary, Carson Middle, and Carson High Schools. Both Bordewich Bray and Carson Middle Schools are located within 1.5 miles of the project area. Police and fire services are also available and currently service the area of the proposed project. Existing public streets serve the neighborhood where the project is located and will provide vehicle and pedestrian connectivity. Approximately 3.75 acres of common open space is proposed as a part of the project. This common area is directly adjacent to the Carson City open space and trails system and will connect to the existing Ash Canyon Creek trail. Finally, there is a public park located at the corner of Longview Way and Bristol Place that is within walking distance of the proposed project. This park has a play structure and shade structure, horseshoe pits, and grass fields.

5. *Access to public lands. Any proposed subdivision that is adjacent to public lands shall incorporate public access to those lands or provide an acceptable alternative.*

The project is located adjacent to Carson City open space and proposed to provide access by connecting to the Ash Canyon Creek trail system.

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

6. *Conformity with the zoning ordinance and land use element of the city's master plan.*

The project proposes 12 single family parcels at a density of one unit per acre, which is consistent with the SF1A zoning district. The parcel sizes are no smaller than 29,300 square feet in compliance with the provisions of the Planned Unit Development ordinance. The proposed density and zoning remains consistent with the Master Plan land use designation which is Low Density Residential and allows for up to three units per acre. Specific goals and policies of the Master Plan's land use element met by the proposed project are outlined below and addressed in the Master Plan Policy Checklist contained in this report as Appendix I.

Goal 1.1 – Promote the Efficient Use of Available Land and Resources

Policy 1.1b – Urban Service Area

The proposed project is located within an existing urban service area and can be easily served by the city's water and wastewater infrastructure.

Goal 1.4 – Manage the Impacts of Future Growth within the Urban Interface

Policy 1.4a – Vehicular and Pathway Access

The proposed project provides pathway access to the surrounding open space owned by Carson City through the creation of a trail on-site, bridge over Ash Canyon Creek, and connection to the Ash Canyon Creek trail to the south of the project area.

Goal 1.4 – Manage the Impacts of Future Growth within the Urban Interface

Policy 1.4b – Cluster Development

Policy 1.4c – Protection of Existing Site Features

The project clusters its allowed density into smaller parcels to preserve open space and to protect the Ash Canyon Creek as an important natural resource by keeping it on a single common area parcel.

Goal 2.1 – Encourage Diversity in Citywide Land Use Mix

Policy 2.1a – Range of Land Use Opportunities

The proposed project creates a lot size that does not currently exist within the general project vicinity (approximately 2/3-acre lots). This lot size also provides an appropriate transition between the smaller lots within the SF21-P zoning district to the south (1/4-acre lots) to the larger lots to the north (one-acre lots).

Goal 3.1 – Protect Environmentally Sensitive Areas

Policy 3.1b – Environmentally Sensitive Areas

The project is proposed as a Planned Unit Development to protect and preserve the Ash Canyon Creek on a single common area open space parcel within the development.

7. *General conformity with the city's master plan for streets and highways.*

The project connects to an existing public street within Carson City and conforms with Carson City's master plan for streets and highways.

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

8. *The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.*

The traffic generated by the proposed project is minimal at 120 average daily trips and 12 peak hour trips. The existing roadway system including Longview Way, Kings Canyon Road and Ash Canyon Road are able to serve the proposed project. A single private cul-de-sac street will be created to serve the project and will connect to the existing roadway system through Longview Way.

9. *The physical characteristics of the land such as flood plains, earthquake faults, slope and soil.*

Physical characteristics of the property have been taken into consideration including Ash Canyon Creek and its associated floodplain. The proposed lots have been clustered through the Planned Unit Development provisions to avoid the existing floodplain wherever possible and to protect the creek. Where the proposed lots do encroach onto the floodplain (two of the 12 lots), flood mitigation measures are proposed as well as a requirement to complete a FEMA LOMR study. It is believed the study will ultimately result in the two lots being located outside of the floodplain.

10. *The recommendations and comments of those entities reviewing the subdivision request pursuant to NRS 278.330 through 278.348, inclusive.*

Comments and recommendations received from entities that participated as a part of the Conceptual Planned Unit Development process have been incorporated into the project where applicable.

11. *The availability and accessibility of fire protection including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires including fires in wild lands.*

The proposed project is located within the existing service area for the Carson City Fire Department and will connect to the public water system for fire hydrant requirements. It is adjacent to the Wildland Urban Interface and proposes common area open space between the interface area and the proposed lots for added wildland fire protection.

12. *Recreation and trail easements.*

Approximately 3.75 acres of common area open space is proposed as a part of the project. This area includes a trail with a bridge and connection to the existing Ash Canyon Creek trail system. The developer intends to explore the possibility of dedicating the common area to Carson City to include as a part of its overall open space program. This will ensure that the general public may continue to access the common area open space and will help to preserve the Ash Canyon Creek, as well as address flood concerns during large storm events.

Planned Unit Development Findings (CCMC 17.09.050):

1. *In what respects the plan is or is not consistent with the statement of objectives of the planned unit development ordinance;*

The proposed project is consistent with the objectives for Planned Unit Developments which states that Planned Unit Developments are intended to encourage a more efficient use of the land and public/private services in Carson City, to preserve or provide open space, and to protect natural resources.

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

Utilizing an infill parcel for development represents an efficient use of existing land and enables the use of existing public and private services for the future residents. Clustering the allowed density of the parcel into smaller parcels as is allowed by the ordinance creates additional open space opportunities for Carson City and protects natural resources by creating a single parcel for the project's segment of the Ash Canyon Creek.

- 2. The extent to which the plan departs from zoning and planned unit development regulations otherwise applicable to the property, including but not limited to density, size and use, and the reasons such departures are or are not deemed to be in the public interest;*

The proposed project does not depart from the standards and regulations applicable to the parcel under the SF1A zoning district or the Planned Unit Development ordinance. All provisions with regard to proposed use, density, lot size, open space requirement, setbacks, and building height meet current code standards.

- 3. The purpose, location and amount of the open space in the planned unit development, the reliability of the proposals for maintenance and conservation of the open space and the adequacy or inadequacy of the amount and purpose of the open space as related to the proposed density and type of residential development;*

The project contains approximately 31 percent common open space which is proposed to remain native with the exception of the creation of a trail connection to the Ash Canyon Creek trail and the construction of a pedestrian bridge over Ash Canyon Creek. This use is consistent with the existing open space that surrounds the parcel. The developer intends to explore dedication of the open space to Carson City for inclusion in its overall open space program. This will ensure continue public enjoyment and will allow Carson City to own and maintain the segment of the Ash Canyon Creek located on the property. In the event that Carson City does not take ownership of the open space, the homeowners' association for the development will own and maintain the open space.

- 4. A physical design of the plan and in the manner in which such design does or does not make adequate provision for public services, provide adequate control over vehicular traffic, parking requirements, and further the amenities of light and air, recreation and visual enjoyment;*

The proposed physical design of the project takes into account public services, all of which are available for this infill site. Vehicular traffic and parking requirements are addressed through creation of a roadway that will connect to existing public streets and is wide enough for on-street parking. Light, air and visual enjoyment are ensured by maintaining the setback, height and open space requirements of the underlying SF1A zoning district and the Planned Unit Development ordinance. Recreation is addressed by providing more than 30 percent of the project as common open space including a trail connection and pedestrian bridge over Ash Canyon Creek.

- 5. The relationship, beneficial or adverse, of the proposed planned unit development to the neighborhood in which it is proposed to be established;*

The proposed project is beneficial to the neighborhood in which it is proposed to be established. It does not increase the density allowed by the Master Plan or the SF1A zoning district. The proposed development is similar to those that exist in the project area to ensure neighborhood compatibility in lot size, amenities, development standards, and architecture. The proposed common open space provides additional recreational opportunities and trail connections for the neighborhood while also preserving the Ash Canyon Creek on one parcel for single-entity maintenance and continued enjoyment by the general public.

ADAMS ESTATES PLANNED UNIT DEVELOPMENT

Regarding concerns about the proposed development in a portion of the floodplain and the intended mitigation measures, the project will be designed in accordance with Carson City Code and FEMA requirements related to development within a flood plain and mitigation of impacts to the flood plain due to the proposed development.

By extending the current FEMA approved flood modeling study further upstream (the current model stops 160 feet from the western property boundary), the 100-year flood boundaries will be more accurately reflected. The project's engineer has completed preliminary efforts on this extension of the modeling that has been coordinated with Carson City's Flood Plain Manager prior to this submittal.

Based upon the updated modeling/mapping limits, it is believed that the actual development of the lots will be placed outside the 100-year flood zones; thereby, not having development within an actual flood plain or having any impact on the actual flood plain. The only area expected to encroach on the actual flood plain would be near the Longview intersection at back of walk which will be accounted for in the design to mitigate any impacts to this area. The project will provide for open space along Ash Canyon Creek that is proposed to be dedicated to Carson City to allow the City to have full ownership and control of the creek flood hazard area. This will provide a benefit for future maintenance and protection from flooding related to Ash Canyon Creek versus having multiple owners and responsibility for maintaining the creek.

6. *In the case of a plan which proposed a development over a period of years, the sufficiency of the terms and conditions intended to protect the interest of the public and the residents of the planned unity development in the integrity of the plan.*

The project is not proposed for development over a period of years. The subdivision improvements will be completed in one phase and will create 12 individual parcels for custom home sites. The custom home site construction may take place over a period of years depending upon market demand and absorption, but the actual subdivision improvements will be completed at one time.

Appendix A

**Planned Unit Development
Application**

Carson City Planning Division
108 E. Proctor Street • Carson City NV 89701
Phone: (775) 887-2180 • E-mail: planning@carson.org

FOR OFFICE USE ONLY:
CCMC 17.07 and 17.09

FILE #

**TENTATIVE MAP FOR A
PLANNED UNIT DEVELOPMENT**

APPLICANT PHONE #
Adams Carson, LLC (208) 863-7007

FEE*: \$3,450.00 + noticing fee
*Due after application is deemed complete by staff

MAILING ADDRESS, CITY, STATE, ZIP
5598 N. Eagle Road, Suite 102, Boise ID 83713

EMAIL
sneighbors@strategicsos.com

- SUBMITTAL PACKET – 5 Complete Packets (1 Unbound Original and 4 Copies) including:**
 - Application Form including Applicant's Acknowledgment
 - Property Owner Affidavit
 - Copy of Conceptual Planned Unit Development Letter
 - Detailed Written Project Description
 - Building Elevations
 - Proposed Street Names
 - Master Plan Policy Checklist
 - Draft CC&Rs
 - Wet Stamped Tentative Map (24" x 36")
 - Reduced Tentative Map (11" x 17")
 - Conceptual Drainage Study
 - Geotechnical Report
 - Traffic Study (if applicable)
 - Documentation of Taxes Paid to Date
- CD or USB DRIVE with complete application in PDF**
- STATE AGENCY SUBMITTAL including:**
 - 2 Wet-stamped copies of Tentative Map (24" x 36")
 - Check made out to NDEP for \$400.00 + \$3/lot
 - Check made out to Division of Water Resources for \$180.00 + \$1/lot

PROPERTY OWNER PHONE #
Adams Carson, LLC

MAILING ADDRESS, CITY, STATE, ZIP
same as above

EMAIL
same as above

APPLICANT AGENT/REPRESENTATIVE PHONE #
Lumos and Associates/Susan Pansky Planning (775) 883-7077/(775) 250-7981

MAILING ADDRESS, CITY, STATE, ZIP
308 N. Curry St., Suite 200, Carson City NV 89703

EMAIL
sdpansky@gmail.com/mllaack@lumosinc.com

Project's Assessor Parcel Number(s)
007-061-61

Project's Street Address
Longview Way

Nearest Major Cross Street(s)
Longview Way/West Washington Street

Project's Master Plan Designation
Low Density Residential (LDR)

Project's Current Zoning
Single Family One-Acre (SF1A)

Project Name
Adams Estates

Application Reviewed and Received By:

Submission Deadline: Planning Commission application submittal [schedule](#).

Note: Submittals must be of sufficient clarity and detail for all departments to adequately review the request. Additional information may be required.

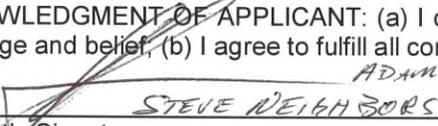
Total Project Area	Number of Lots	Smallest Parcel Size
11.95 acres	12	29,300 sf

Please provide a brief description of your project below including specific modifications to Carson City's land use regulations requested as a part of this application. Provide additional pages to describe your request in more detail.

Planned Unit Development for 12 single family residential lots ranging in size from 29,300 to 34,346 square feet with approximately 3.75 acres of open space.

NOTE: If your project is located within the Historic District or airport area, it may need to be scheduled before the Historic Resources Commission or the Airport Authority in addition to being scheduled for review by the Planning Commission. Planning staff can help you make this determination.

ACKNOWLEDGMENT OF APPLICANT: (a) I certify that the foregoing statements are true and correct to the best of my knowledge and belief, (b) I agree to fulfill all conditions established by the Board of Supervisors.


Applicant's Signature

ADAMS CARSON, LLC BY
April 12, 2021
Date

PROPERTY OWNER'S AFFIDAVIT

I, Steve Neighbors of Adams Carson, LLC, being duly deposed, do hereby affirm that I am the record owner of the
(Print Name)

subject property located at Longview Way 007-061-61, and that I have knowledge of, and I agree to, the
(Property Address and APN)

filing of this Tentative Planned Unit Development application.

Adams Carson, LLC
By STEVE NEIGHBORS 5598 N. Eagle Rd. Boise, ID 83713 4/12/2021
MANAGER. Signature Address Date

Use additional page(s) if necessary for other names.

STATE OF ~~NEVADA~~ Idaho)
COUNTY, Ada)

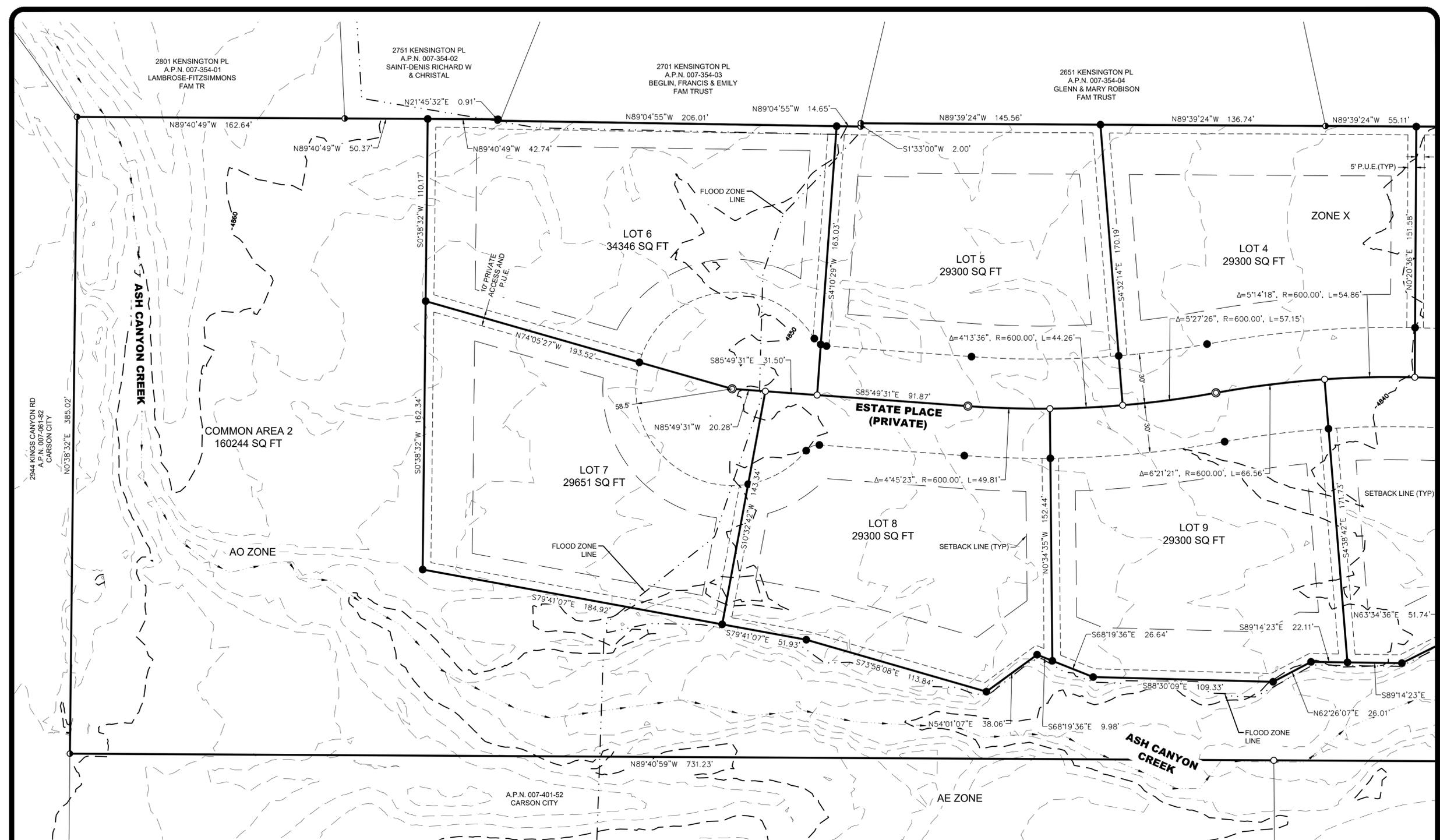
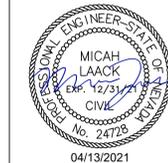
On April 12, 2021, personally appeared before me, a notary public,
Steve Neighbors, personally known (or proved) to me to be the person whose name is
subscribed to the foregoing document and who acknowledged to me that
he/she executed the foregoing document.

Tina Elmlad
Notary Public



Appendix B

11x17 Reduced Tentative Subdivision Map Plan Set



PROPERTY OWNER:

ADAMS CARSON, LLC
5598 N. EAGLE ROAD, SUITE 102
BOISE, IDAHO 83713

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD83(94) CARSON CITY DATUM BASED UPON REAL TIME KINEMATIC GPS OBSERVATIONS, OBSERVED 11/16/2020 USING A SURVEY GRADE DUAL FREQUENCY GPS RECEIVER FROM CC059 CONTROL MONUMENT MODIFIED BY A COMBINED FACTOR OF 1.0002, SCALED FROM 0.00N, 0.00E AND CONVERTED TO U.S. SURVEY FEET. ALL DIMENSIONS ON THIS MAP ARE GROUND DISTANCES.

BASIS OF ELEVATIONS

DATUM: NAVD 88
PROJECT BENCHMARK = CC042 CONTROL MONUMENT HAVING AN ELEVATION OF 4822.82'

REFERENCES

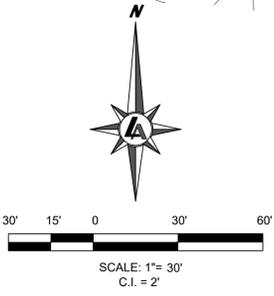
R1) RECORD OF SURVEY - BOUNDARY LINE ADJUSTMENT MAP NO. 2332, FILE NO. 239027, RECORDED AUGUST 18, 1999, OFFICIAL RECORDS OF CARSON CITY, STATE OF NEVADA.

AREA

- LOT 1: 29,300 SQ FT
- LOT 2: 29,300 SQ FT
- LOT 3: 29,300 SQ FT
- LOT 4: 29,300 SQ FT
- LOT 5: 29,300 SQ FT
- LOT 6: 34,346 SQ FT
- LOT 7: 29,651 SQ FT
- LOT 8: 29,300 SQ FT
- LOT 9: 29,300 SQ FT
- LOT 10: 29,300 SQ FT
- LOT 11: 29,300 SQ FT
- LOT 12: 29,300 SQ FT
- COMMON AREA 1: 3218 SQ FT
- COMMON AREA 2: 160,244 SQ FT

TOTAL LOT AREA: 8.20± ACRES OR 356,997 SQ FT
TOTAL COMMON AREA: 3.75± ACRES OR 163,462 SQ FT

TOTAL OVERALL: 11.95± ACRES OR 520,459 SQ FT



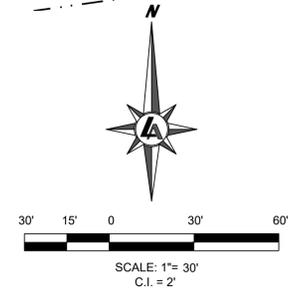
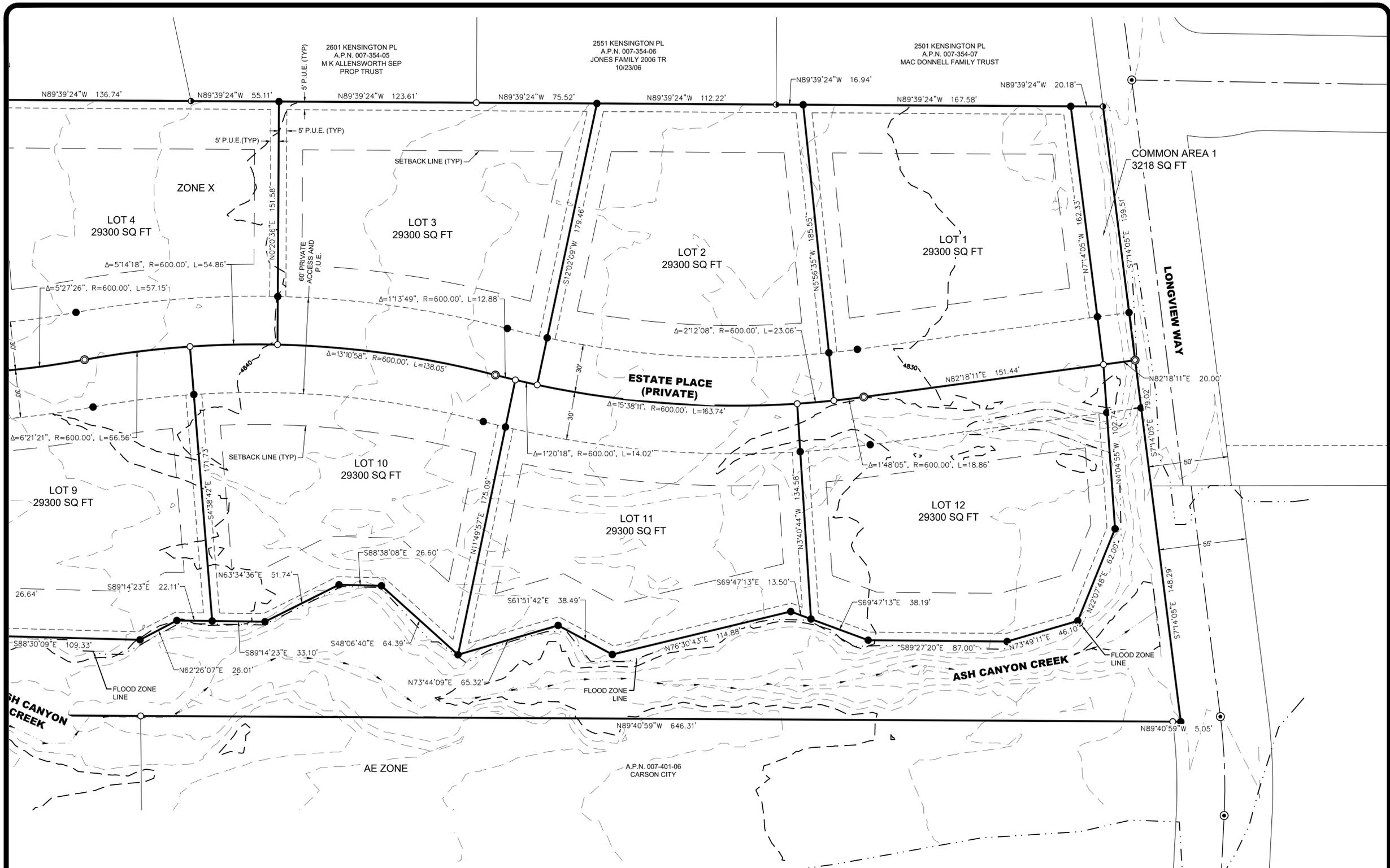
TENTATIVE MAP
OF
ADAMS ESTATES
FOR
ADAMS CARSON, LLC

BEING A PORTION OF THE N 1/2 OF THE NE 1/4 OF SECTION 13
TOWNSHIP 15 NORTH, RANGE 19 EAST, M.D.M.

CARSON CITY STATE OF NEVADA

LUMOS & ASSOCIATES
308 N. CURRY ST., SUITE 200
CARSON CITY, NV 89703
TEL (775) 883-7077
LUMOSINC.COM

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Sheet: 1 of 2
Job No.: 9894.002
Drawing No.: 9894002TM



TENTATIVE MAP
OF
ADAMS ESTATES
FOR
ADAMS CARSON, LLC

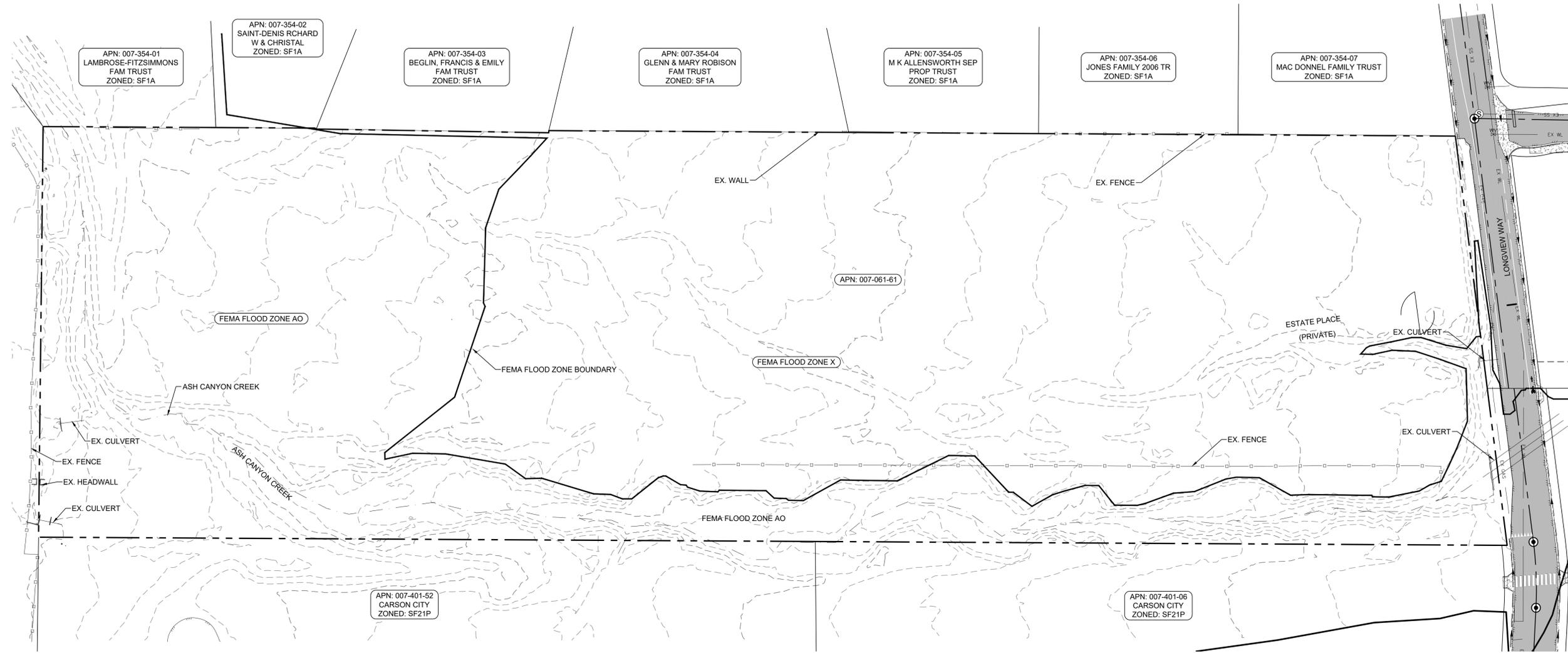
BEING A PORTION OF THE N 1/2 OF THE NE 1/4 OF SECTION 13
TOWNSHIP 15 NORTH, RANGE 19 EAST, M.D.M.

CARSON CITY STATE OF NEVADA

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	LUMOSINC.COM	Sheet : 2 of 2
		Job No. : 9894.002

Drawing No. : 9894002TM

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ADAMS CARSON, LLC
ADAMS ESTATES
TENTATIVE SUBDIVISION MAP
EX. SITE PLAN
CARSON CITY NEVADA

EXISTING	LEGEND	PROPOSED
	CONTOUR LINE	
	EDGE OF PAVEMENT	
	CURB & GUTTER	
	WATER VALVE	
	SEWER MANHOLE	
	SURVEY MONUMENT	
	CONTROL POINT	
	FENCE	
	FLOW LINE	
	GAS LINE	
	SEWER LINE	
	WATER LINE	
	STORM DRAIN	



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22x34 SHEETS = HORIZONTAL: 1"=50'
11x17 SHEETS = HORIZONTAL: 1"=100'

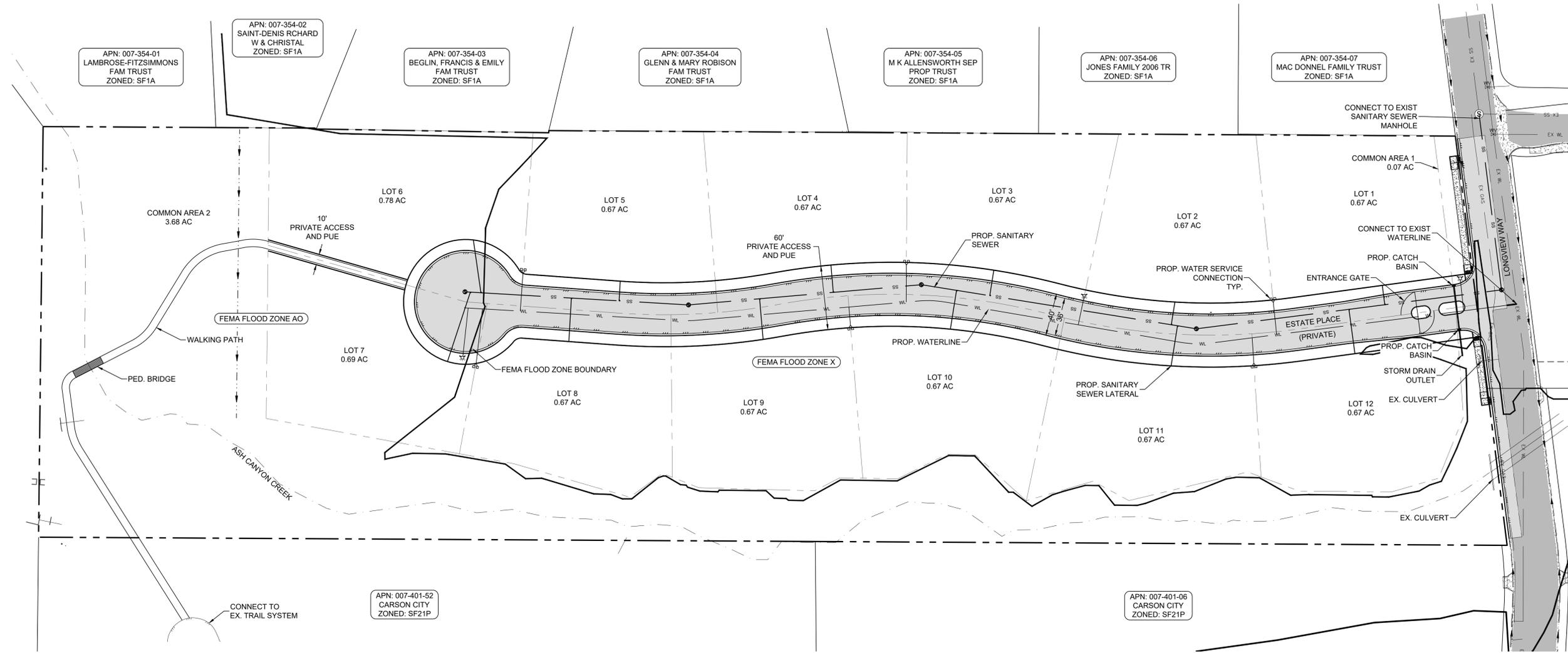
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DESIGNED BY: ML
CHECKED BY: ML
JOB NO.: 9894.002



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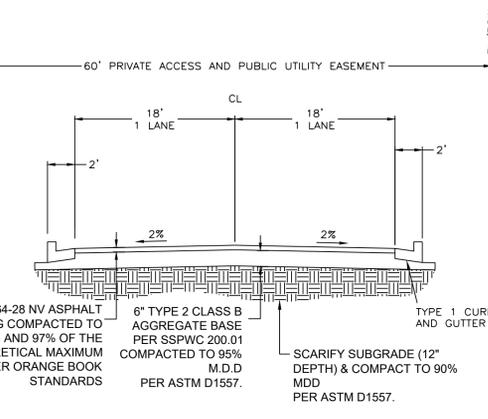
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ADAMS CARSON, LLC
ADAMS ESTATES
TENTATIVE SUBDIVISION MAP
PROPOSED SITE AND UTILITY PLAN

NEVADA
 CARSON CITY

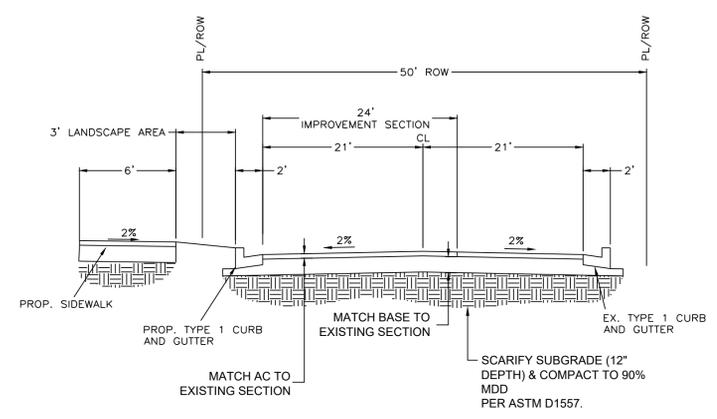
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[Symbol]	SEWER LINE	[Symbol]
[Symbol]	WATER LINE	[Symbol]
[Symbol]	STORM DRAIN	[Symbol]

LAND USE:
 MAX DENSITY: 1.1 UNIT PER ACRE
 PROPOSED DENSITY: 1.004 UNIT PER ACRE
 ZONING: SF1A
 MASTER PLAN: LOW DENSITY RESIDENTIAL
 FLOOD ZONE: X AND AO
 FIRMETTE PANEL: 3200010091F



PRIVATE ROAD SECTION

SETBACKS:
 FRONT: 50'
 REAR: 30'
 SIDE: 15'



LONGVIEW STREET IMPROVEMENTS



0 20' 40'
 22x34 SHEETS = HORIZONTAL: 1"=20'
 11x17 SHEETS = HORIZONTAL: 1"=40'

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04/12/2021

ADAMS CARSON, LLC

**ADAMS ESTATES
TENTATIVE SUBDIVISION MAP
CONCEPTUAL GRADING PLAN**

NEVADA

CARSON CITY

REV.	DATE	DESCRIPTION

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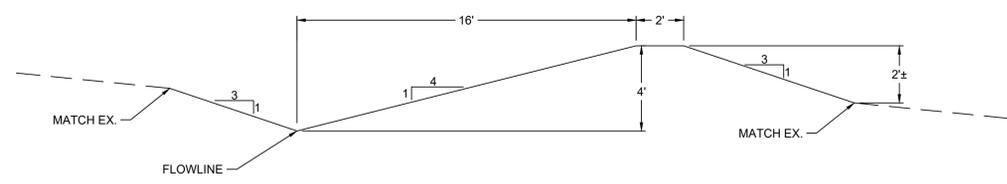
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MATCH LINE - SEE SHEET C4.1 FOR CONTINUATION

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	CONCRETE		CONCRETE
	CATCH BASIN		CATCH BASIN
	WATER VALVE		WATER VALVE
	METER		METER
	SEWER MANHOLE		SEWER MANHOLE
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	CONTROL POINT		CONTROL POINT
	FENCE		FENCE
	GRADE BREAK		GRADE BREAK
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	STORM DRAIN		STORM DRAIN

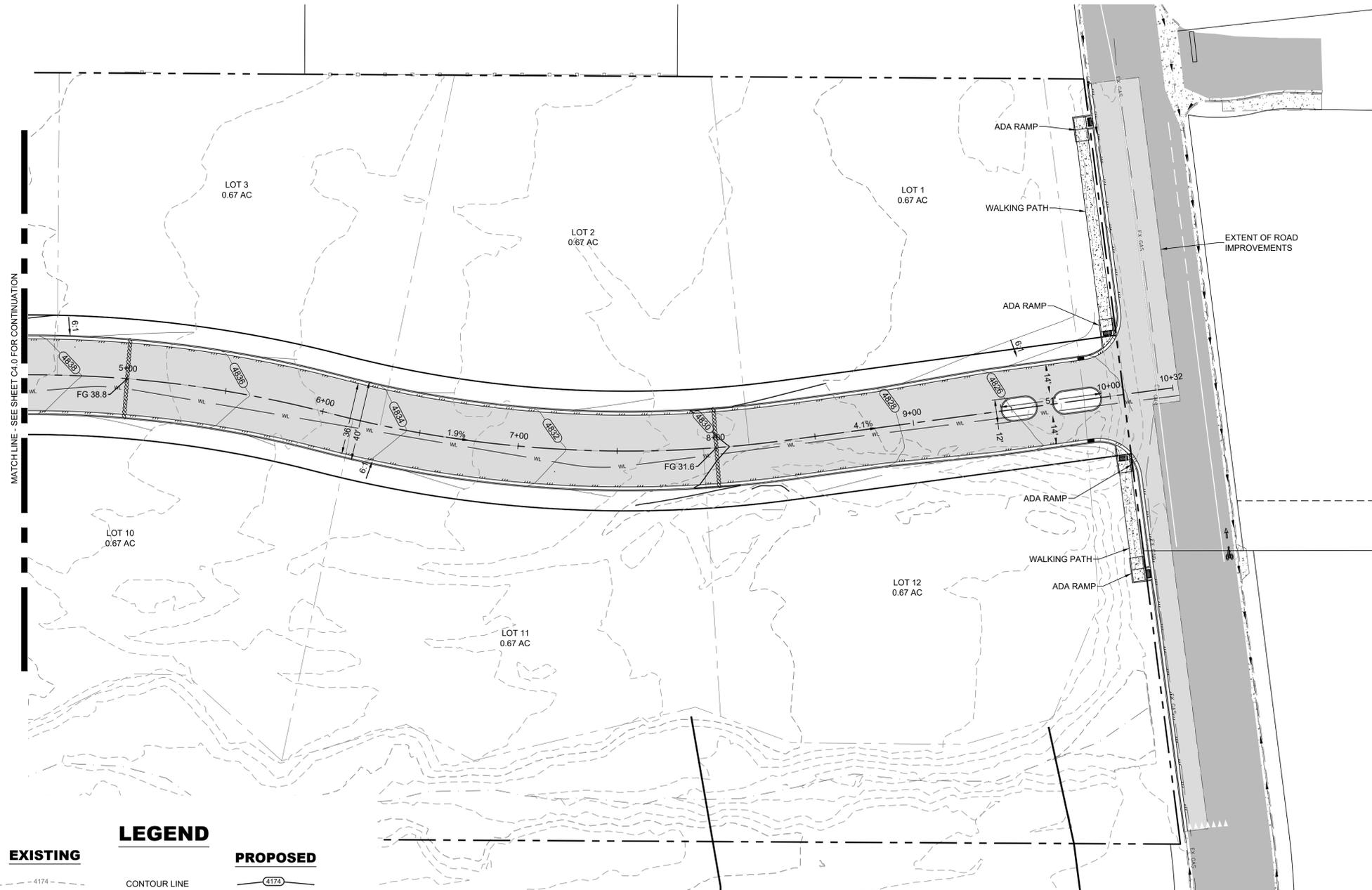


SECTION A-A
N.T.S.



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22x34 SHEETS = HORIZONTAL: 1"=30'
11x17 SHEETS = HORIZONTAL: 1"=60'

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	CONCRETE		CATCH BASIN		WATER VALVE
	METER		SEWER MANHOLE		SEWER CLEANOUT
	SURVEY MONUMENT		CONTROL POINT		FENCE
	GRADE BREAK		FLOW LINE		GAS LINE
	SEWER LINE		WATER LINE		STORM DRAIN



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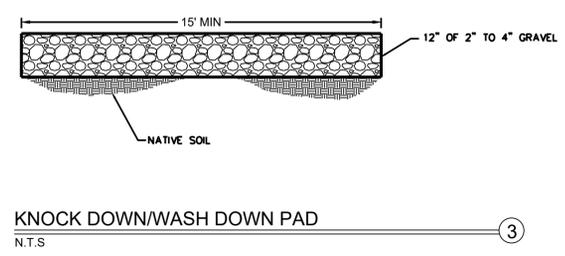
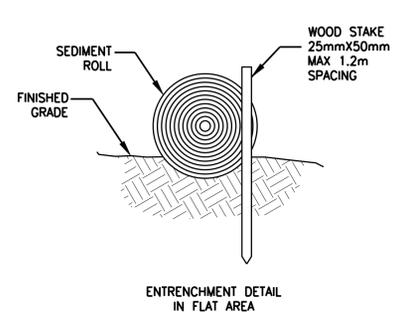
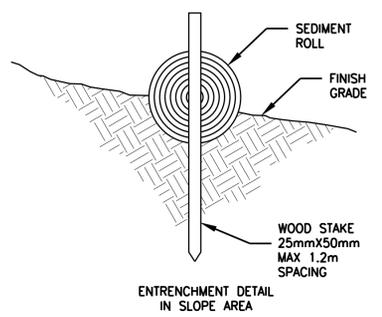
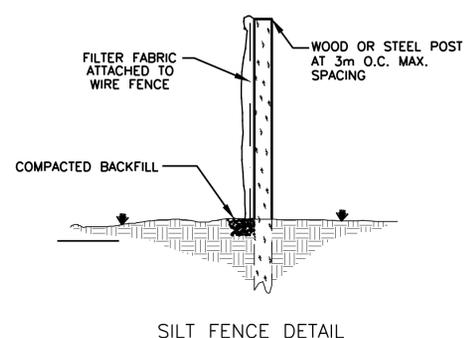
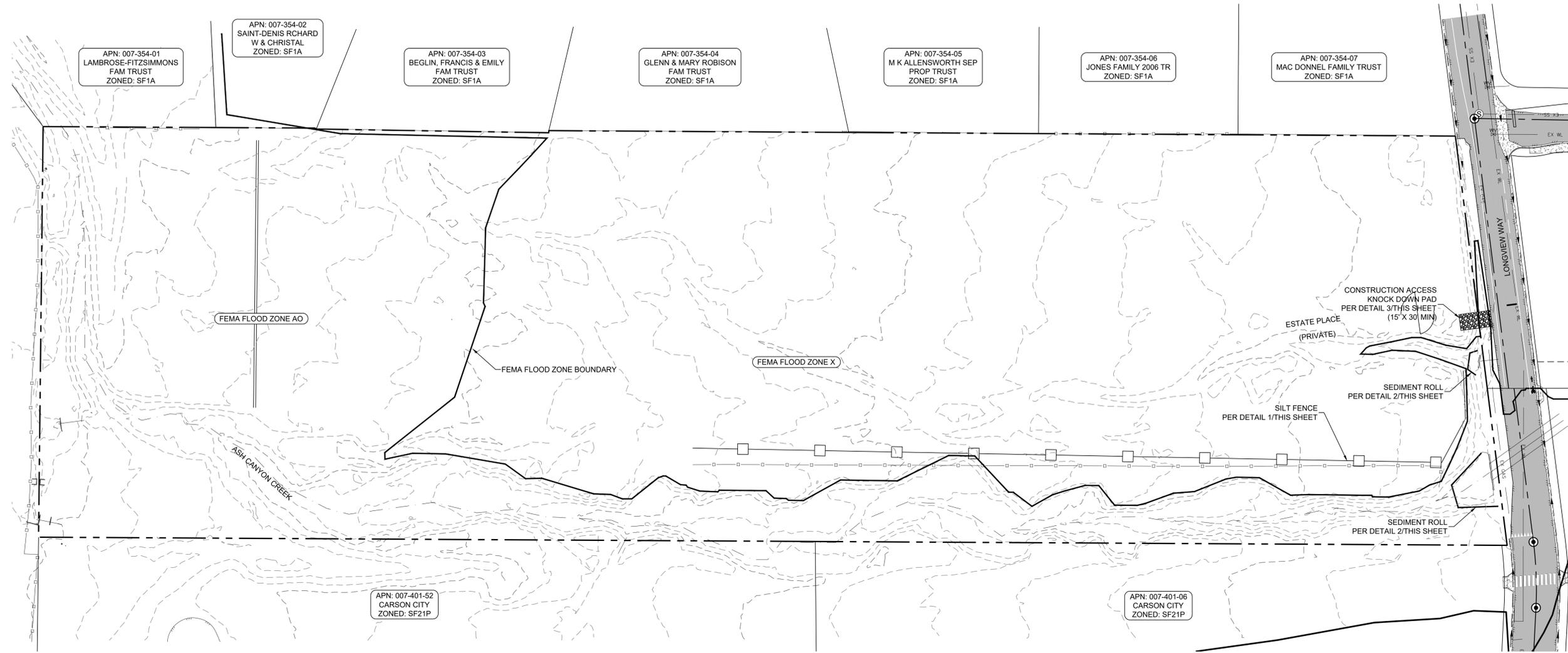
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CHECKED BY: ML
JOB NO.: 9894.002

ADAMS CARSON, LLC

ADAMS ESTATES
TENTATIVE SUBDIVISION MAP
CONCEPTUAL GRADING PLAN

CARSON CITY NEVADA

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- NOTES:**
- TEMPORARY EROSION CONTROL (TEMPORARY SEDIMENT BARRIERS) SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE PROJECT SITE TO INTERCEPT AND RETAIN SMALL SEDIMENT FROM DISTURBED OR UNPROTECTED AREAS DURING CONSTRUCTION. INSTALLATION SHALL BE IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND THE STANDARD SPECIFICATIONS. THE TEMPORARY SEDIMENT BARRIERS SHALL BE LOCATED AS INDICATED BELOW AND AS DIRECTED BY THE ENGINEER:
 - ALONG THE TOE OF SLOPES ON THE DOWNSTREAM SIDE OF THE LOWER CHIPMUNK TREATMENT BASIN.
 - FOLLOWING THE CONTOURS ACROSS EXCAVATED SWALES AND DITCHES, SPACED APPROX. 30 METERS APART
 - IN A SQUARE OR RECTANGULAR SHAPE AROUND ALL DROP INLETS & SEDIMENT TRAPS.

- NOTES:**
- SEDIMENT ROLLS MAY BE FIBER ROLL LOGS OR RICE STRAW WATTLES. THEY SHALL BE A MINIMUM OF 400mm IN DIAMETER WHEN PLACED ON SOIL. SEDIMENT ROLLS PLACED ON AC PAVING SHALL BE WEIGHTED AND SHALL BE A MINIMUM OF 200mm IN DIAMETER.
 - ROLLS SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS, THESE DETAILS AND THE SPECIAL PROVISIONS.
 - WHEN MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS SHALL BE TIGHTLY ABUTTED AND STAKED, NOT OVERLAPPED.

SILT FENCE N.T.S. ①

SEDIMENT ROLL N.T.S. ②



308 N. CURRY ST., STE. 200
CARSON CITY, NV 89703
TEL: 775.883.7077
WWW.LUMOSINC.COM

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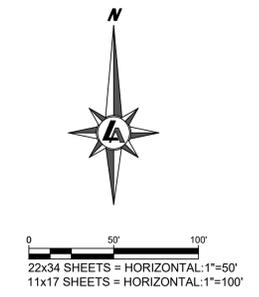
ADAMS CARSON, LLC
ADAMS ESTATES
TENTATIVE SUBDIVISION MAP
EROSION CONTROL PLAN
CARSON CITY, NEVADA

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308 N. CURRY ST., STE. 200
CARSON CITY, NV 89703
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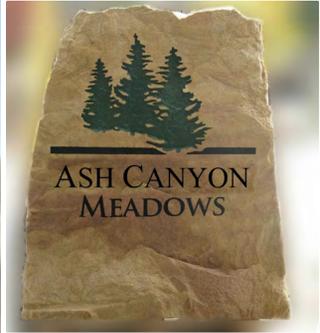


ADAMS CARSON, LLC
LONGVIEW PUD
TENTATIVE SUBDIVISION MAP
LANDSCAPE & OPEN SPACE EXHIBIT

NEVADA
CARSON CITY



CONCEPTUAL ENTRY SIGNAGE
N.T.S.

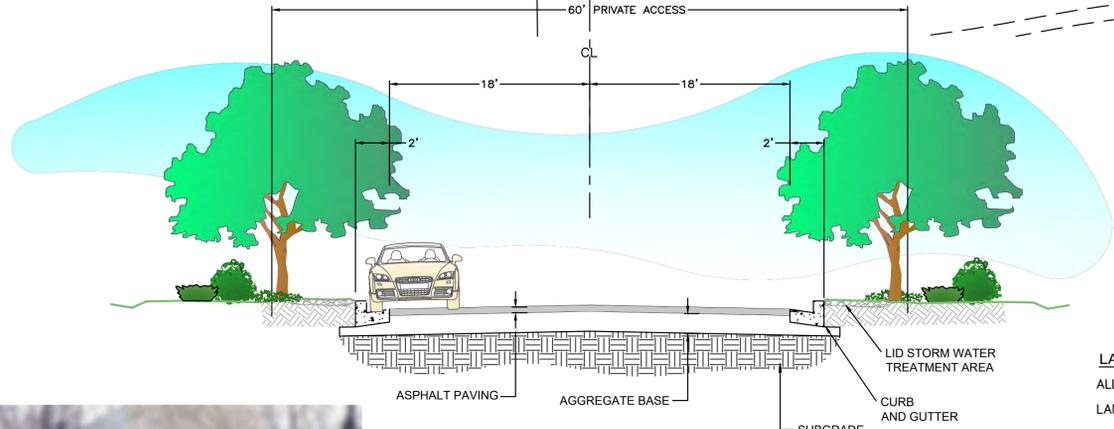


SIGN NOTES
TO BE FREE-STANDING, WITH NO LIGHTS AND INCORPORATED INTO THE LANDSCAPE
FOOTINGS DESIGNED PER GEOTECHNICAL REPORT

FENCE NOTES
TRADITIONAL SOLID CEDAR, 6 FT HT. ALONG LONGVIEW WAY FRONTAGE



CONCEPTUAL FRONTAGE FENCE
N.T.S.



CONCEPTUAL LANDSCAPE ROAD SECTION
SCALE: 1/8"=1'

OPEN SPACE

COMMON AREA:	153,304 SF
COMMON AREA FOR RECREATION:	10,158 SF
RESIDENTIAL LOT AREA:	356,997 SF
PERCENT TOTAL COMMON AREA:	31.4%
PERCENT COMMON AREA <5% SLOPES:	-32%
PERCENT COMMON AREA <15% SLOPES*:	-65%

*ONLY SLOPES > 15% ARE ALONG THE BANKS OF ASH CANYON CREEK

- LEGEND**
- STREET TREES
MIN. 2" CALIPER SIZE
 - ACCENT TREES
MIN. 2" CALIPER SIZE
 - EVERGREEN TREES
MIN. 6 FT. HEIGHT
 - BOULDERS, TYPICAL
MIN. 3 FT. DIAMETER

LANDSCAPE NOTES
ALL TREES TO BE SELECTED FROM APPROVED CARSON CITY TREE LIST
LANDSCAPE TO BE DESIGNED TO CARSON CITY DIVISION 3 LANDSCAPE CODE
LANDSCAPE PLANTING AREA WITH SHRUBS
MIX OF #5 & #1 SIZE SHRUBS PER CODE



0 20' 40'

22x34 SHEETS = HORIZONTAL: 1"=20'
11x17 SHEETS = HORIZONTAL: 1"=40'

BY: _____

REV.	DATE	DESCRIPTION

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Appendix C

Conceptual Letter



Carson City Planning Division

108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2180-Hearing Impaired:711

www.carson.org
www.carson.org/planning

October 19, 2020

Tim Russell
Lumos & Associates
308 N. Carson Street, Suite 200
Carson City, NV 89703
Email: trussell@lumosinc.com

SITE INFORMATION:

Location:	Longview Way
APN:	007-061-61
Master Plan Designation:	Low Density Residential
Zoning:	Single Family 1 acre
Parcel size:	11.95 acres
Subject:	PUD-2020-0005 (Conceptual Planned Unit Development)

PROJECT DESCRIPTION: Proposed Planned Unit Development to divide 11.95 acres into 23 single family residential lots and 4.49 acres of open space including proposed trail connectivity. Lots range from 10,649 square feet to 14,328 square feet.

The following is a summary of the staff comments based on the Conceptual Planned Unit Development Review meeting held on October 6, 2020.

PLANNING DIVISION –

Contact Heather Ferris, Associate Planner, 775-283-7080

1. With the current zoning the density is limited to 1 unit per acre or 11 units. The PUD would allow you a maximum of 1.1 units per acre or 13 units ([CCMC 17.09.025](#)). In order to achieve the proposed density of 1.92 units per acre (23 units) a zoning map amendment from Single Family 1 acre to Single Family 21,000 square feet would be necessary.
2. The Planned Unit Development submittal must be consistent with [CCMC 17.09- Planned Unit Development](#).
3. An open space exhibit must be submitted with the Tentative Planned Unit Development application demonstrating compliance with CCMC 17.09.100.
4. Parking is required to meet [Division 2 of the Development Standards](#). If the interior roads will not support on street parking, please note, on-site guest parking is required to be provided.

ENGINEERING AND UTILITIES –

Contact Guillermo Muñoz, Assistant Project Manager, 775-283-7053

5. A sealed memo must be provided by a professional engineer showing that the project will not generate more than 80 peak hour trips and will not generate more than 500 trips per day according to ITE trip generation rates. If either of these limits is expected to be exceeded, a sealed traffic impact study must be provided, meeting the requirements of CCDS 12.13. Please contact Dirk Goering for traffic impact study scoping at 775-283-7431.
6. Any commercial or industrial developments with an average daily water usage of 15,000 gallons or more must submit a growth management application.
7. Water and sewer connection fees must be paid. If these fees were paid in the past, then the difference between the old and new amounts of water/sewer usages must be paid for. Please see CCMC 12.01.030 for the water connection fee schedule and 12.03.020 for the sewer connection fee schedule.
8. Any engineering work done on this project must be wet stamped and signed by an engineer licensed in Nevada. This will include site, grading, utility and erosion control plans as well as standard details.
9. All construction work must be to Carson City Development Standards (CCDS) and meet the requirements of the Carson City Standard Details.
10. Addresses for units will be provided during the building permit review process.
11. Fresh water must be used for Dust control. Contact Rit Palmer at Public Works at 283-7382 for more information.
12. A wet stamped water main analysis must be submitted in accordance with CCDS 15.3.1(a) to show that adequate pressure will be delivered to the meter and fire flows meet the minimum requirements of the Carson City Fire Department. Please contact Tom Grundy, P.E. at (775) 283-7081 for fire flow test data.
13. A wet stamped sewer main analysis must be submitted that includes addressing the effect of flows on the existing City system. See section 15.3.2 of CCDS.
14. A private testing agreement will be necessary for the compaction and material testing in the street right of way. The form can be obtained through Carson City Permit Engineering.
15. An erosion control plan meeting section 13 of CCDS will be required in the plan set.
16. New electrical service must be underground.
17. Please show gas and electric connections for this project.
18. Any work performed in the street right of way will require a traffic control plan and a timeline

type schedule to be submitted before the work can begin. A minimum of one-week notice must be given before any work can begin in the street right of way.

19. Please show all easements on the construction drawings.
20. A Technical Drainage Study meeting the requirements of section 14 of the Carson City Development Standards must be submitted with the permit and plans.
21. A geotechnical report will likely be required to be submitted with the permit application. Please see building department comments.
22. Half street improvements will be required along the Longview street frontage. This includes
 - a. Half street paving along Longview including a slight widening to match street section width to the north.
 - b. Provide new curb and gutter along the road connecting to the existing curb and gutter both north and south.
 - c. An ADA compliant ramp across from West Washington.
 - d. Provide a short section of pathway to connect to the existing pathway system and the newly installed crosswalk.
 - e. Railing or fall protection for the sidewalk across the creek.
 - f. A separated/buffered sidewalk of similar character to those along the development to the south.
23. No more than 15 connections may be on a dead-end water line. Looping of the water system will be required for more than 15 homes.
24. Water main shall be centered in a 20' minimum width all weather access way.
25. All water services shall be perpendicular to water mains.
26. The interior streets will need to be privately owned and maintained. Public Works is open to a conversation regarding this comment.
27. The interior streets seem too small to allow street parking. Please review Carson City street details and make any necessary changes.
28. A Construction Stormwater Permit from the Nevada Division of Environmental Protection (NDEP) will be required for the construction of projects 1 acre or greater.
29. Ash Creek will need to be on a separate parcel within its floodplain.
 - a. There will need to be protection from flooding and a setback from the creek allowing the natural movement of the creek and additional protection to private property. Contact Robb Fellows at 775-283-7370 for more information.
 - b. Need access from cul-de-sac to the westerly open space for maintenance. Will need a letter from Public Works Director per 12.09.080 (2) and other items addressed.

These comments are based on a very general site plan and do not indicate a complete review. All pertinent requirements of Nevada State Law, Carson City Code, and Carson City Development Standards will still apply whether mentioned in this letter or not.

FIRE DEPARTMENT –

Contact Dave Ruben, Fire Marshal, 775-283-7153

30. Project must comply with the International Fire Code and northern Nevada fire code amendments as adopted by Carson City.
31. Cul-de-sac as shown isn't wide enough. Must be 96'.
32. The project will likely need three hydrants—one on Longview; one in the middle; and one by the cul-de-sac.
33. Ensure at least 20' clear width if there is any one street parking.

Parks Recreation and Open Space-

Contact Nick Wentworth, Parks Project manager, 775-283-7733

34. The City will not be responsible for any landscape or irrigation system maintenance on the project. All landscaping and landscape maintenance in the right of way will be the sole responsibility of the owner. The developer is required to maintain all common landscape and open space areas within the development including any landscaping, defensible space, the creek corridor, easements, trails, noxious weeds and street(s) right of ways in perpetuity.
35. Carson City is a Bee City, USA. As a result, the developer shall use approximately 50% pollinator friendly plant material for any required landscaping on the project site. Also, any remaining landscape plant material selection needs to be consistent with the City's approved tree species list or other tree species, as approved by the City. The Carson City Pollinator Plant list and other plant selection resources can be found at www.carson.org/beecityusa

The City's approved tree species list for commercial projects can be found at <https://www.carson.org/Home/ShowDocument?id=15225>

36. The developer is required to incorporate "best management practices" into their construction documents and specifications to reduce the spread of noxious weeds. The spread of invasive and noxious weeds is a significant issue in construction projects that involve land disturbance. Earth moving activities contribute to the spread of weeds, as does the use of contaminated construction fill, seed, or erosion-control products. Experience has demonstrated that prevention is the least expensive and most effective way to halt the spread of noxious and invasive weeds. Preventing the establishment or spread of weeds relies upon:
 - Educating workers about the importance of managing weeds on an ongoing basis;

- Properly identifying weed species to determine most appropriate treatment strategies;
- Avoiding or treating existing weed populations; and
- Incorporating measures into projects that prevent weed seeds or other plant parts from establishing new or bigger populations such as certification of weed-free products.

For more information on “best management practices” please contact The Carson City Parks, Rec. and Open Space Dept. by phone or email through the contacts listed at the top of this document.

37. Deciduous trees must be planted a minimum of 5’ from any city/public street, sidewalk or pathway. Evergreen trees must be planted a minimum of 10’ from any city/public street, sidewalk or pathway. Fruit bearing, “non-fruiting” flowering or any other trees that drop debris such as seed pods will not be permitted near or placed where they will eventually hang over city/public sidewalks or pathways.
38. Carson City Municipal Code: Title 18, Division 3 should be reviewed by any/all parties involved in the proposed landscape design prior to landscape plans being submitted to the city for final approval of a building permit.

https://library.municode.com/nv/carson_city/codes/code_of_ordinances?nodeId=TI_T18_APPENDIXCADEST_DIV3LA

The project is subject to the collection of Residential Construction Tax (RCT), compliant with NRS Chapter 278 and Carson City Municipal Code (CCMC 15.60).

39. Per UPMP, Longview is a designated on-street bike lane.
40. The existing off-street paved path along the west side of Longview could be continued across the front of the development in lieu off a sidewalk but would require a crosswalk across Longview for connectivity of the pathway system.
41. The developer has proposed a 10’ trail easement between two lots at the west end of the development. The City is not requiring this trail easement, however if the developer chooses to retain this trail easement then the developer will be required to construct an asphalt or natural surface path to connect with the City’s existing pathway system in this neighborhood. The developer must work with the City to plan a location and design that is acceptable to the City. This plan will also address maintenance including defensible space, noxious weeds, the creek corridor and specific pathway maintenance. All construction/pathways must meet city standards and details.
42. Would the developer be open to a public access easement on their new pathway?
43. It is acceptable to the City that the proposed trail easement serve as dual-use for a

waterline.

Comments provided by various city staff at the conceptual review meeting that may not have been included in any written comments. If you have any questions, please feel free to contact me.

Sincerely,



Heather Ferris
Associate Planner

cc: PUD-2020-0005
Steve Neighbors, Adams Carson LLC

Appendix D

Geotechnical Report

GEOTECHNICAL INVESTIGATION REPORT

LONGVIEW WAY PUD, TM, AND FINAL MAP
JN: 9894.002

CARSON CITY, NEVADA

DECEMBER 2020

PREPARED FOR:

ADAMS CARSON, LLC
ATTN: STEVE NEIGHBORS
5598 N. EAGLE ROAD, SUITE 102
BOISE, IDAHO 83713

PREPARED BY:

LUMOS & ASSOCIATES, INC.
808 E. COLLEGE PARKWAY, SUITE 101
CARSON CITY, NV 89706
775.883.7077



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INTRODUCTION

This report presents the results of Lumos and Associates, Inc.'s geotechnical investigation of the existing soil properties within the proposed Longview Way development located in Carson City, Nevada. The project site is Parcel 007-061-61; which is roughly bounded by the Ash Canyon Creek to the West and South, Kensington Pl. development to the North, and Longview Way to the East. A vicinity map is included as Plate 1 and a site map is included as Plate 2.

It is our understanding that the project will consist of one to two story residential structures, earthwork structures and retaining walls, Portland cement concrete improvements (sidewalks, curbs, and gutters), and an asphalt concrete road. Structural loads for the residential structures of the project have been assumed not to exceed 4 to 6 kips per lineal foot and 25 to 30 kips for continuous wall and isolated column loads, respectively. We have assumed final grades will be within 5 feet of existing grades.

The purpose of this investigation was to determine the native soil properties, and provide recommendations for the proposed construction. This investigation characterizes the site geology and soil conditions, describes the native soils, and determines their engineering properties as they relate to the proposed construction. The investigation was also intended to identify possible adverse geologic, and soil conditions. However, this study did not include an environmental assessment or an evaluation for soil and/or groundwater contamination at the site.

This report concludes with recommendations for site grading, foundation design recommendations, footing area preparation, slope stability, utility installation, exterior flatwork, and pavement design. In addition, information such as logs of all test pits

(Appendix A), laboratory test data (Appendix B), allowable soil bearing capacities, estimated total and differential settlements, lateral earth pressures, and International Building Code (IBC) seismic site class designation are provided in this report.

The recommendations contained herein have been prepared based on our understanding and assumptions of the proposed construction, as outlined above. Re-evaluation of the recommendations presented in this report should be conducted after the final site grading and construction plans are completed, if there are any variations from the assumptions described herein.

It is possible that subsurface discontinuities may exist between and beyond exploration points. Such discontinuities are beyond the evaluation of the Engineer at this time. No guarantee of the consistency of site geology and sub-surface conditions is implied or intended.

GEOLOGIC SETTING

Carson City is at the extreme western portion of the Great Basin geomorphic province. The Great Basin is characterized by the internal drainage and large normal fault-bounded valleys (grabens) separated by high mountain ranges (horst). The Sierra Nevada province to the west is characterized by large granite masses that have been uplifted and tilted a few degrees toward the west. Overlying the granites, are older oceanic meta-sedimentary rocks.

Specifically, the site is located near the western foothills of Eagle Valley. The surface geology of the project area has been mapped by Dennis T. Trexler (1977) and was determined to contain Qpa geologic materials (Plate 3). Qpa corresponds to pediment and alluvial-fan deposits. Which indicates deposits of granular muddy coarse sand, and sandy gravel.

SEISMIC CONSIDERATIONS

Carson City, similar to many areas of Nevada, is located near active faults, which are capable of producing significant earthquakes. This area can be described as an area that may experience major damage due to earthquakes having intensities of VII or more when evaluated using the Modified Mercalli Intensity Scale of 1931 (Plate 4).

The Carson City area is located within the Sierra Nevada-Great Basin seismic belt and at least four major earthquakes with moment magnitudes greater than 6.0 (Plate 5) have occurred historically within 15 miles of the site. The areas north and south of Carson City have experienced a number of large earthquakes in the past, with a swarm of large events during the single years of 1868 and 1869. During these episodes, the three largest events were magnitudes 6.0, 6.1, and 6.7. The causative faults were within the nearby Carson City and Genoa Fault Zones located along the base of the Carson Range.

According to the Nevada Bureau of Mines and Geology's Quaternary Faults in Nevada Map a north/south trending cluster of faults are approximately one quarter of a mile west of the site (Plate 6). The faults mapped are Holocene, which are <15,000 years old, which is considered potentially active. However, no active Holocene (<15,000 years) age faulting is known to cross the site, nor has any direct evidence of on-site faulting been observed in the field during the current investigation.

Ground shaking should be anticipated at the site and intensities should be governed by a design earthquake occurring within a few miles of the site on faults belonging to the Sierra Nevada – Great Basin seismic belt that crosses Carson City. For design purposes, ground-shaking intensities should be based on a design earthquake occurring on the Carson City or Genoa Fault Zones with a maximum credible earthquake of 7.5 in moment magnitude (Modified Mercalli Intensity).

Liquefaction is the phenomena where more commonly loose saturated sands or silty

sands lose their shear strength when subjected to cyclic loading, and become unstable. Large earthquakes, as described above, may provide that type of cyclic loading. Liquefaction is most commonly associated with loose, saturated, relatively clean sands. These conditions were not encountered during our investigation, to the depths explored. During our field investigation groundwater was not encountered in any portion of the site. Additionally, the Carson City Quadrangle General Ground Water Map by Terry Katzer (1980) indicates the depth to groundwater along the site ranges from 50 to more than 20 feet (Plate 7). Therefore, based on the soils' conditions encountered during our field investigation, the liquefaction potential is very low. If a more accurate assessment is warranted then standard penetration tests, within borings advanced to a depth of 50 feet, should be performed. This data can then be adjusted per the actual site conditions and compared to published engineering charts.

2018 IBC Design: Utilizing risk category II, the mapped maximum considered earthquake spectral response acceleration at short periods (S_s) is 2.149g corresponding to a 0.2 second spectral response acceleration at five percent (5%) of critical damping and for a Site Class B (IBC Figure 1613.2.1(1)). The mapped maximum considered earthquake spectral response acceleration at a 1-second period (S_1) is 0.789g corresponding to a 1.0 second spectral response acceleration at five percent (5%) of critical damping and for a Site Class B (IBC Figure 1613.2.1(2)). At this time, the soil conditions are not known in sufficient detail to a depth of 100 feet, thus, a Site Class D-default may be assumed per the IBC. These spectral response accelerations are adjusted for site class effects because Site Class D-default is assumed instead of Site Class B. The site coefficient for spectral response accelerations adjustment at short periods (F_a) is 1.2 (IBC Section 1613.2.3). The site class effect for spectral response acceleration adjustment at 1-second periods (F_v) is 1.7 (IBC Table 1613.2.3(2)). The maximum considered earthquake spectral response acceleration parameter for short period (S_{MS}) is 2.578g and for 1-second period (S_{M1}) is 1.341g. This corresponds to design spectral response acceleration parameters of 1.719g for short period (S_{DS}) and 0.899g for 1-second period (S_{D1}). Refer to Appendix C.

It is emphasized that the above values are the minimum requirements intended to maintain public safety during strong ground shaking. These minimum requirements are meant to safeguard against loss of life and major structural failures, but are not intended to prevent damage or insure the functionality of the structure during and/or after a large seismic event. The seismic risks at this site are similar to other sites within western Nevada. The risks associated with this site can be mitigated utilizing widely accepted design and construction standards.

SITE CONDITIONS AND FIELD EXPLORATION

At the time of our investigation, the site was undeveloped. Vegetation generally consisted of sagebrush and grasses. The site generally slopes downward from west to east.

Field exploration included a site reconnaissance and subsurface soil-exploration. During the site reconnaissance, surface conditions were noted and the locations of the exploratory test pits were determined. They were located utilizing existing features at the site and using gps coordinates determined by a mobile phone. Locations of the exploratory test pits should be considered accurate only to the degree implied by the method used.

Seven exploratory test pits were excavated on the site to a maximum depth of 13.5 feet below-existing-ground (beg). The approximate locations of the exploratory test pits within the site are shown on Plate 2. The subsurface soils were continuously logged and visually classified in the field by our Geotechnician in accordance with the Unified Soil Classification System. Representative soil samples were collected at each soil change with the exploratory test pits and subsequently transported to our Carson City geotechnical laboratory for testing and analysis.

The subsurface soils encountered consisted generally of medium dense poorly graded sands and silty sands with varying amounts of silt and gravel. Test pits 2, 5, 6, & 7 also contained varying amounts of cobbles and/or boulders. Undocumented fill was encountered in test pits 1 & 7. Groundwater was not encountered during the investigation; however, seasonal groundwater fluctuations should be anticipated.

LABORATORY TEST DATA

During the field investigation our Geotechnician collected samples of the site soils from each of the seven test pits. All the samples were subsequently transported to our Carson City geotechnical laboratory for testing and analysis. Laboratory test data was developed from the samples collected during the field investigation and used for the development of our design and recommendations.

Laboratory tests were performed on individual samples and include: sieve analysis, Atterberg limits, R-value, direct shear, soluble sulfates, pH value, and resistivity. Much of this data is displayed on the test pit logs to facilitate correlation. Field descriptions presented on the logs have been modified, where appropriate, to reflect laboratory test results. The logs of the test pits and accompanying soil classification legend are included as Appendix A.

Individual laboratory test results are presented as Appendix B. Laboratory testing was performed per ASTM standards, except when test procedures are briefly described and no ASTM standard is specifically referenced in the report. Atterberg limits were determined using the dry method of preparation. Special testing conducted for this project is described below.

Analytical Testing: Silver State laboratory of Reno, Nevada conducted the soluble sulfates, PH value, and resistivity laboratory testing. Test results are included (on Silver State letterhead) in Appendix B on plate B-6.

The soil samples obtained during this investigation will be held in our laboratory for 30 days from the date of this report. The samples may be retained longer at an additional cost to the client or obtained from this office upon request.

DISCUSSION AND RECOMMENDATIONS

General

The following recommendations are based upon our understanding of this project, as outlined in the introduction of this report. If changes in the project are proposed, they should be presented to Lumos, so that these recommendations can be reviewed and modified in writing, as necessary. As a minimum, final construction drawings should be submitted to Lumos' Geotechnical department for review prior to actual construction and verification that our geotechnical design recommendations have been implemented.

General Site Grading

Prior to placement of fill and/or the proposed improvements, the areas to receive fill and/or improvements shall be cleared and grubbed. Clearing and grubbing is anticipated to be as much as 12 inches or more where thicker vegetation/roots are present.

Root- or organic-laden soils encountered during excavations, should be stockpiled in a designated area on site for later use in landscaping, or removed off site as directed by the owner. Previously placed "undocumented fill" soils shall be removed from areas to receive structure and/or vehicular loading. Excavated soils free from any organics, debris or otherwise unsuitable material and with particles no larger than three (3) inches in maximum dimension may be stockpiled and moisture conditioned for later use as compacted structural fill provided it meets the criteria for structural fill soils.

All Surfaces to receive fill and/or improvements should be observed and approved by a Lumos representative prior to placement of fill. The surfaces shall be scarified to a minimum depth of twelve (12) inches, moisture conditioned to within two percent (2%) of optimum moisture content, and re-compacted to at least ninety percent (90%) of the

ASTM D1557 standard. Upon re-compaction and prior to placing any fill or aggregate base, the re-compacted surface should be proof-rolled to identify any possible yielding surfaces. Proof-rolling should be conducted with a heavy rubber-tire loader with a fully loaded bucket, or a fully loaded water truck, and observed and approved by a Lumos representative. Yielding (pumping) surfaces shall be stabilized to the satisfaction of the Geotechnical Engineer. Material should not be placed, spread or compacted while the ground is frozen or during unfavorable weather conditions. When site grading is interrupted by heavy rain or snow, grading or fill operations should not resume until a Lumos representative approves the moisture content and density conditions of the subgrade or previously placed fill.

Unstable conditions due to yielding and/or pumping soils may be encountered on site. Native soils may yield or pump under heavy equipment loads or where vibratory equipment draws up water. If yielding or pumping conditions are encountered, the soils should be scarified in place, allowed to dry as necessary and re-compacted, where applicable. Alternatively, the unsuitable or saturated soil should be removed, the exposed surface leveled and compacted/tamped as much as practical without causing further pumping, and covered (including the sides) with geotextile stabilizing fabric (Mirafi HP370 or other equivalent). The fabric should then be covered with at least 12 inches of 3- to 6-inch angular rock fill with enough fines to fill the inter-rock pore spaces. Placement should be by end dumping. No traffic or other action should be allowed over the fabric, which may cause it to deflect/deform prior to cobble placement. Test sections should be used to determine the minimum thickness and/or number of layers required for stabilization.

Stabilization should be evaluated by proof-rolling standards commensurate with the equipment used, and approved by a Lumos representative. The placement of the stabilizing rock-fill may require additional over-excavation to maintain appropriate grading elevations. A filter fabric (Mirafi 180N or equal) should also be placed over the cobble rock fill to prevent piping of fines from covering soils into the stabilizing rock matrix.

Acceptable structural fill soils to be used for this project should consist of non-expansive material (LL less than 35 and/or a PI less than 12, and/or an Expansion Index less than 20), and should be free of contaminants, organics (less than two percent (2%)), rubble, or natural rock larger than three (3) inches in largest dimension. The soluble sulfate content shall be less than 0.1% and the R-Value shall be a minimum of 30. Any import soils should be tested and approved prior to being placed or delivered on-site (seven (7) day advanced notice). Structural fill soils shall also meet the following gradation requirements (Table 2).

TABLE 1
STRUCTURAL FILL GRADATION

Sieve Size	% Passing
3"	100
¾"	70-100
#40	15-65
#200	10-25

Soils not meeting all of the above requirements may be approved for use as structural fill at the discretion of the Geotechnical Engineer. Soils not approved for use as structural fill may be used as common fill, if approved by the Geotechnical Engineer, and placed outside of structural zones, which are defined as zones within 24 inches, laterally and vertically, of building foundations and within 12 inches of hardscape and pavement subgrades. Common fill shall have 100% passing the 6" sieve, a maximum of 50% passing the #200 sieve, LL less than 45, PI less than 25, and an EI less than 50. Common fill should be placed only on properly compacted subgrade or on properly compacted fill in lifts not exceeding eight (8) inches in loose thickness, moisture conditioned to within two percent (2%) of optimum moisture content, and compacted to at least ninety percent (90%) relative compaction, as determined by the ASTM D1557 standard. Structural fill, fill within 24 inches of building foundations and 12 inches of hardscape and pavement subgrades, shall be placed in eight (8) inch loose lifts, moisture conditioned to within two percent (2%) of optimum, and compacted to a

minimum of ninety percent (90%) of the ASTM D1557 Standard. It is anticipated that site soils encountered during grading will meet the requirements for common fill. Additionally, if oversized particles are removed, the site soils may be suitable for use as structural fill. If fill is to be placed on a slope greater than 5:1, the slope shall be benched at least the width of the equipment being used to prevent the migration of fill soils down slope.

Landscaped areas, if applicable, should be cleared of all organic and objectionable material such as wood, root stumps, etc., if any. In cut areas, no other work is necessary except grading to proper elevation and drainage conditions. In landscape fill areas, fill should be placed in loose lifts not exceeding eight (8) inches, and compacted to at least ninety percent (90%) relative compaction to prevent erosion.

A representative of Lumos should be contacted, if, during the site clearing, excavation removals, and grading operations, any unforeseen or concealed conditions within the site are identified. Testing and observation during earthwork construction is an integral part of the project as acceptance of earthwork construction is dependent upon compaction and stability of the subgrade soils. The soils engineer may reject any material that does not meet acceptable fill, compaction, and stability requirements. Further, recommendations in this report are provided upon the assumption that earthwork construction will conform to recommendations set forth in this section of the report.

FOUNDATION DESIGN CRITERIA

Conventional spread footings founded on properly prepared suitable subgrade/structural fill soils may be used to support the proposed building foundations within the project site.

Continuous Spread Footings: Footings should have a minimum embedment of 24 inches below lowest adjacent grade for frost protection. Footings founded on properly prepared suitable subgrade/structural fill soils may be designed for a net allowable bearing pressure of 3,000 pounds-per-square-foot (psf).

Footing Settlements: The maximum anticipated settlements, caused by static loading, for continuous or isolated footings bearing on properly prepared suitable subgrade/structural fill soils and designed for a 3,000 psf bearing pressure is estimated at one (1) inch or less. Differential settlements are generally expected to be half of the total settlements. Settlements in granular soils are primarily expected to occur shortly after dead and sustained live loads are applied. Settlements in clay soils occur over a longer period of time.

Lateral Loading: Resistance to lateral loads can be provided by friction acting at the base of foundations and by lateral earth resistance. A coefficient of friction of 0.45 may be assumed at the base of footings bearing on structural fill soils. An allowable passive earth resistance of 300 psf per foot of depth starting six (6) inches below lowest adjacent grade may be used for the sides of footings poured against properly compacted structural fill. Passive resistance should not exceed 3,000 psf. The at-rest lateral pressure can be calculated utilizing an equivalent fluid pressure of 35 pcf.

Dynamic Factors: Vertical and lateral bearing values indicated above are for total dead-load and frequently applied live loads. If normal code requirements are applied for design, the above vertical bearing values may be increased by thirty-three percent (33%) for short duration loading due to wind or seismic forces. The additional Dynamic

Lateral earth pressure can be calculated utilizing the following equation.

$$\text{Dynamic Lateral Force} = 3/8\gamma K_h H^2 = 33H^2$$

H = Height of Wall

K_h = Horizontal Acceleration ($S_{DS}/2.5 = 0.69g$)

γ = Unit Weight of Soil (125 pcf)

This force should be assumed to act at a height of 0.6H above the bottom of the wall.

RETAINING WALLS

Retaining structures over three (3) feet in height, if used, will require local code compliance and engineered based on parameters described in this section of the report. Retaining structures should be designed to resist the appropriate lateral earth pressures. Cantilevered walls, which are able to deflect at least 0.01 radians, can be designed using an equivalent fluid (backfill) unit weight of 35 pounds-per-cubic-foot (pcf). However, if the wall is fixed against rotation, the wall should be designed using an equivalent fluid (backfill) unit weight of 55 pcf. These design parameters are based upon the assumption that walls will retain only level backfill and no hydrostatic pressure will be present. Any other surcharge pressures should be added to the above recommended lateral earth pressures. Retaining walls should be backfilled with free draining granular material that extends vertically to the bottom of the stem and laterally at least six (6) inches beyond the face of the stem (wall) and wrapped with a Mirafi 180 N or equivalent non-woven filter fabric. Weep holes should be provided on the walls at regular intervals, or a slotted drainpipe placed at the bottom of the wall (bottom of granular material) to relieve any possible build-up of hydrostatic pressure. Backfill material within two (2) feet of the wall should be compacted with hand-held equipment only, and to at least 90% of the maximum ASTM D1557 standard.

CONCRETE SLAB DESIGN

Interior structural concrete slabs should be underlain with at least six (6) inches of Type 2, Class B Aggregate Base, compacted to a minimum of ninety-five percent (95%) relative compaction, as determined by the ASTM D1557 Standard, and supported on properly prepared suitable subgrade/structural fill soils. We recommend the aggregate base be placed after utility trenches are excavated and backfilled. A vapor barrier should be provided for all interior concrete slabs where floor moisture is undesirable. The vapor barrier shall meet the requirements of ASTM E1745, Class A, and be at least ten (10) mils thick. The vapor barrier shall be installed per the manufacturer's recommendations

Slab thickness design should be based on a Modulus of Subgrade Reaction equal to two-hundred (200) pounds-per-cubic-inch (pci) for construction on properly prepared suitable subgrade/structural fill. Reinforcement of concrete slabs should be as specified by the Project Structural Engineer.

Exterior concrete improvements (sidewalks, curbs, gutter, etc.) should be underlain with at least six (6) inches of Type 2, Class B aggregate base and properly prepared suitable subgrade soils/structural fill. All subgrade and fill should be prepared and placed as described in the grading section of this report, while the aggregate base material should be compacted to at least ninety-five percent (95%) relative compaction as determined by the ASTM D1557 standard.

PAVEMENT DESIGN

Subgrade soils in areas to be paved shall be scarified in place to a depth of at least 12 inches, moisture conditioned to within 2% of optimum moisture content, and compacted to at least ninety percent (90%) of the laboratory maximum dry density determined by the ASTM D1557 standard. Pavement structural section for the asphalt concrete utilizing an R-value of 63 (laboratory test results) is provided in Table 2, "Recommended Asphalt Pavement Sections". A Traffic Index (TI) value of 5.0 was utilized for design. Prior to placement of aggregate base, we recommend roadway subgrade soils be proof rolled utilizing a loader with a full bucket, or a fully loaded 10 wheel water truck. Observed pumping and/or yielding subgrade soils located during the proof rolling, shall be stabilized to the satisfaction of the Geotechnical Engineer. Aggregate base should consist of Type 2, Class B material and meet the requirements of the Standard Specifications for Public Works Construction (SPPWC). Aggregate base material should be moisture conditioned to within two percent (2%) of optimum and compacted to at least ninety-five percent (95%) of the laboratory maximum density, as determined by the ASTM D1557 standard.

TABLE 2
RECOMMENDED ASPHALT PAVEMENT SECTIONS

Pavement Area	Minimum Asphalt Pavement	Minimum Aggregate Base	Properly Prepared Subgrade Soils
T.I. = 5	3"	6"	12"

See Appendix D for Calculations

In all areas of the project, asphalt concrete should consist of PG64-28NV, and Type 3 asphalt aggregate per the "Orange Book" standards. We recommend a 50-blow Marshall mix that targets three percent (3%) air voids. Asphalt concrete, in any case, should be compacted to between ninety-two percent (93%) and ninety-seven percent

(98%) of the Rice theoretical maximum density. All mix designs for asphalt concrete should be submitted to the Geotechnical Engineer for review and approval a minimum of seven (7) days prior to paving.

CORROSION AND CHEMICAL ATTACK

On-site soils have a negligible water soluble sulfate content of less than 0.10% (<0.01% actual). No specific type of cement is required for concrete in direct contact with on-site soils, as required by the International Building Code. However, Type II cement (meeting ASTM C150) is recommended for concrete in direct contact with on-site soils.

All exterior concrete should have between 4.5 and 7.5 percent entrained air, a maximum water-cement ratio of 0.45, and comply with all other ACI recommendations for concrete placed in areas subject to freezing. A minimum compressive strength of 4,000 psi is recommended for all external concrete. All interior concrete should also be placed pursuant to ACI recommendations.

Tested native soil has a pH of 7.19 and a resistivity of 32,000 ohm-cm under saturated conditions. This indicates the native soils have no corrosive potential for ferrous metals in contact with these soils. However, corrosion prevention measures may be required if soils are imported to the site.

SLOPE STABILITY AND EROSION CONTROL

The results of our exploration and testing confirm that 2:1 (H:V) maximum slopes will be stable for on-site materials both in cut and fill. All slopes shall incorporate a brow ditch to direct surface drainage away from the slope face. Slopes steeper than 2:1 will require stabilization, such as retaining walls.

The potential for dust generation is high at this project. Dust control will be mandatory on this project in order to comply with air quality standards. The contractor shall be responsible for submitting a dust control plan and securing any required permits.

Stabilization of all slopes and areas disturbed by construction will be required to prevent erosion and to control dust. Stabilization may consist of rip-rap, revegetation, or dust palliative, depending on the inclination of the slope.

In order to minimize storm water discharge from this site, best management practices should be implemented.

UTILITY EXCAVATIONS

On-site soils are anticipated to be excavatable with conventional construction equipment. Compliance with OSHA regulations should be enforced for Type C soils. Excavated soils will be suitable for backfill of utility trenches after screening any oversized material (+3 inch) and debris, are moisture conditioned to within 2% of optimum moisture content, placed in eight (8) inch maximum loose lifts, and compacted to a minimum of ninety percent (90%) (ASTM D1557). However, on-site soils are not suitable for use as, and do not meet the minimum requirements for, Class A bedding and should be imported, where required.

MOISTURE PROTECTION, EROSION AND DRAINAGE

The finish surfaces around all structures should slope away from the building and toward appropriate drop inlets or other surface drainage devices. It is recommended that within ten (10) feet of the buildings a minimum slope of five percent (5%) be used for soil subgrades and one percent (1%) be used for pavements. These grades should be maintained for the life of the structures.

Landscaping and downspouts should be planned to prevent discharge adjacent to buildings. Instead, water flow should be conveyed and re-routed to discharge areas away from any improvements. Additionally, foundation drains should be considered, due to the site's proximity to the Ash Canyon Creek. Foundation drains may consist of perforated pipe, wrapped with Geotextile filter fabric, located at an elevation of 1 foot below bottom of footing elevation and 1 foot laterally outside of foundations, sloped to drain toward appropriate inlets.

Backfill adjacent to the proposed building perimeters should be properly compacted to minimize water infiltration into the foundation soils.

CONSTRUCTION SPECIFICATIONS

All work on-site shall be governed by the latest edition of the International Building Code (IBC) as accepted by Carson City, except where modified herein.

All work off-site shall be governed by the Standard Specifications and Standard Details for Public Works Construction (SSPWC), as distributed by Carson City, except as modified herein.

LIMITATIONS

This report has been prepared in accordance with the currently accepted engineering practices in Northern Nevada. The analysis and recommendations in this report are based upon exploration performed at the locations shown on the site plan, the proposed improvements as described in the Introduction section of this report and upon the property in its condition as of the date of this report. Lumos makes no guarantee as to the continuity of conditions as subsurface variations may occur between or beyond exploration points and over time. Any subsurface variations encountered during construction should be immediately reported to Lumos so that, if necessary, Lumos' recommendations may be modified.

This report has been prepared for and provided directly to Adams Carson, LLC ("The Client"), and any and all use of this report is expressly limited to the exclusive use of the Client. The Client is responsible for determining who, if anyone, shall be provided this report, including any designers and subcontractors whose work is related to this project. Should the Client decide to provide this report to any other individual or entity, Lumos shall not be held liable for any use by those individuals or entities to whom this report is provided. The Client agrees to indemnify, defend and hold harmless Lumos, its agents and employees from any claims resulting from unauthorized users.

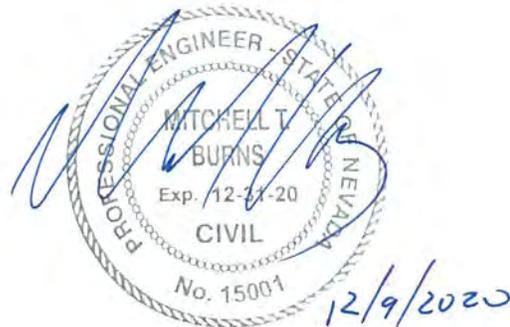
If this report is utilized in the preparation of an Engineer's Estimate of Probable Construction Costs, then the preparer of the estimate acknowledges that the report recommendations are based on the subsurface conditions found at the specific locations investigated on site; that subsurface conditions may vary outside these locations; and that no guaranty or warranty, express or implied, is made that the conditions encountered are representative of the entire site. The preparer of the estimate agrees to indemnify, defend and hold harmless Lumos & Associates, its agents and employees from any and all claims, causes of action or liability arising from any claims resulting from the use of the report in the preparation of an Engineer's Cost Estimate.

This report is not intended for, nor should be utilized for, bidding purposes. If it is utilized for bidding purposes, Client acknowledges that the report recommendations are based on the subsurface conditions found at the specific locations investigated on site; that subsurface conditions may vary outside these locations; and that no guaranty or warranty, express or implied, is made that the conditions encountered are representative of the entire site. The Client agrees to indemnify, defend and hold harmless Lumos & Associates, its agents and employees from any and all claims, causes or action or liability arising from any claims resulting from the use of the report for bidding purposes.

As explained above, subsurface variations may exist and as such, beyond the express findings located in this report, no warranties express, or implied, are made by this report. No affirmation of fact, including but not limited to statements regarding suitability for use of performance shall be deemed to be a warranty or guaranty for any purpose.

Jeremy Macaluso
12.10.20

Jeremy Macaluso, E.I.
Field Technician II
Lumos and Associates Inc.



Mitch Burns, P.E.
Materials Engineering Manager
Lumos and Associates Inc.

References

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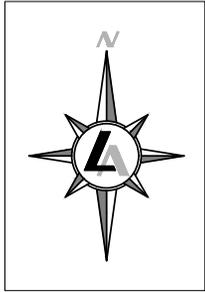
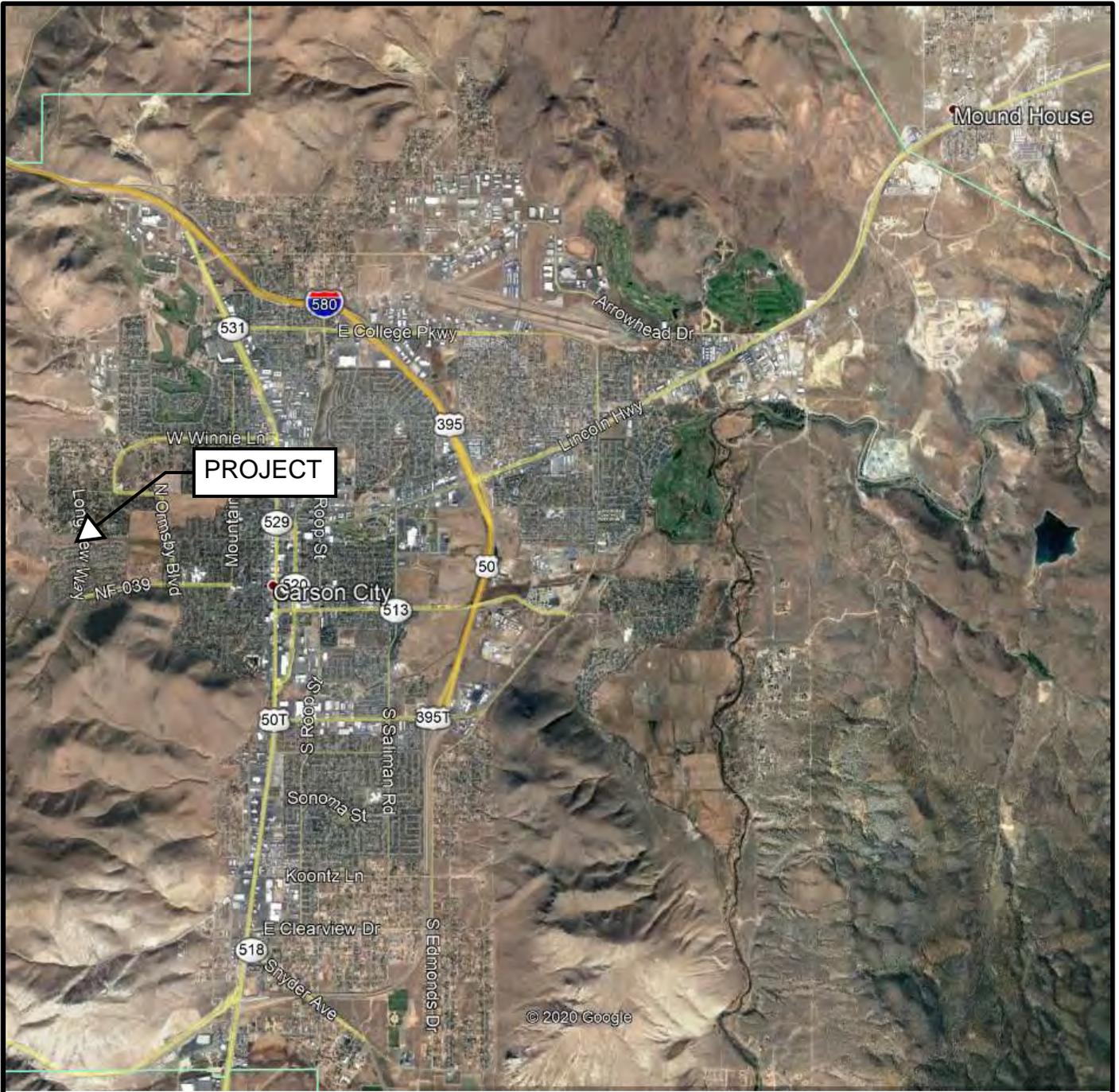
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USGS, U.S. Quaternary Faults, <https://www.usgs.gov/>



VICINITY MAP LONGVIEW GINT.GPJ US LAB.GDT 11/24/20



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Longview Way PUD, TM, and Final Map

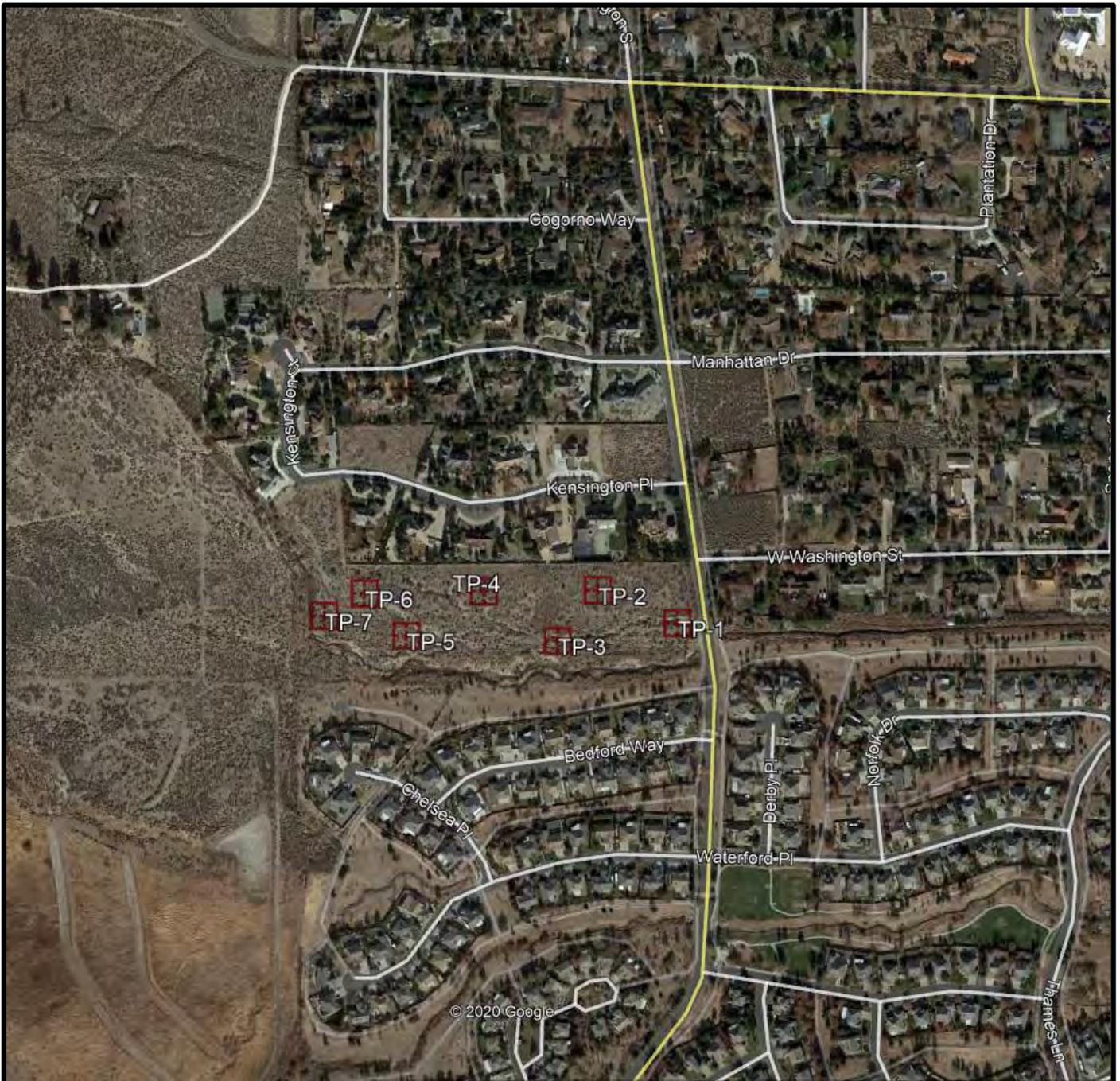
VICINITY MAP

Job Number: 9894.002

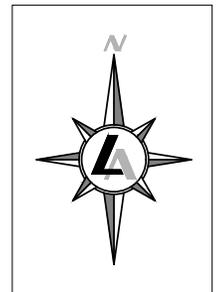
Date: November 2020

PLATE

1



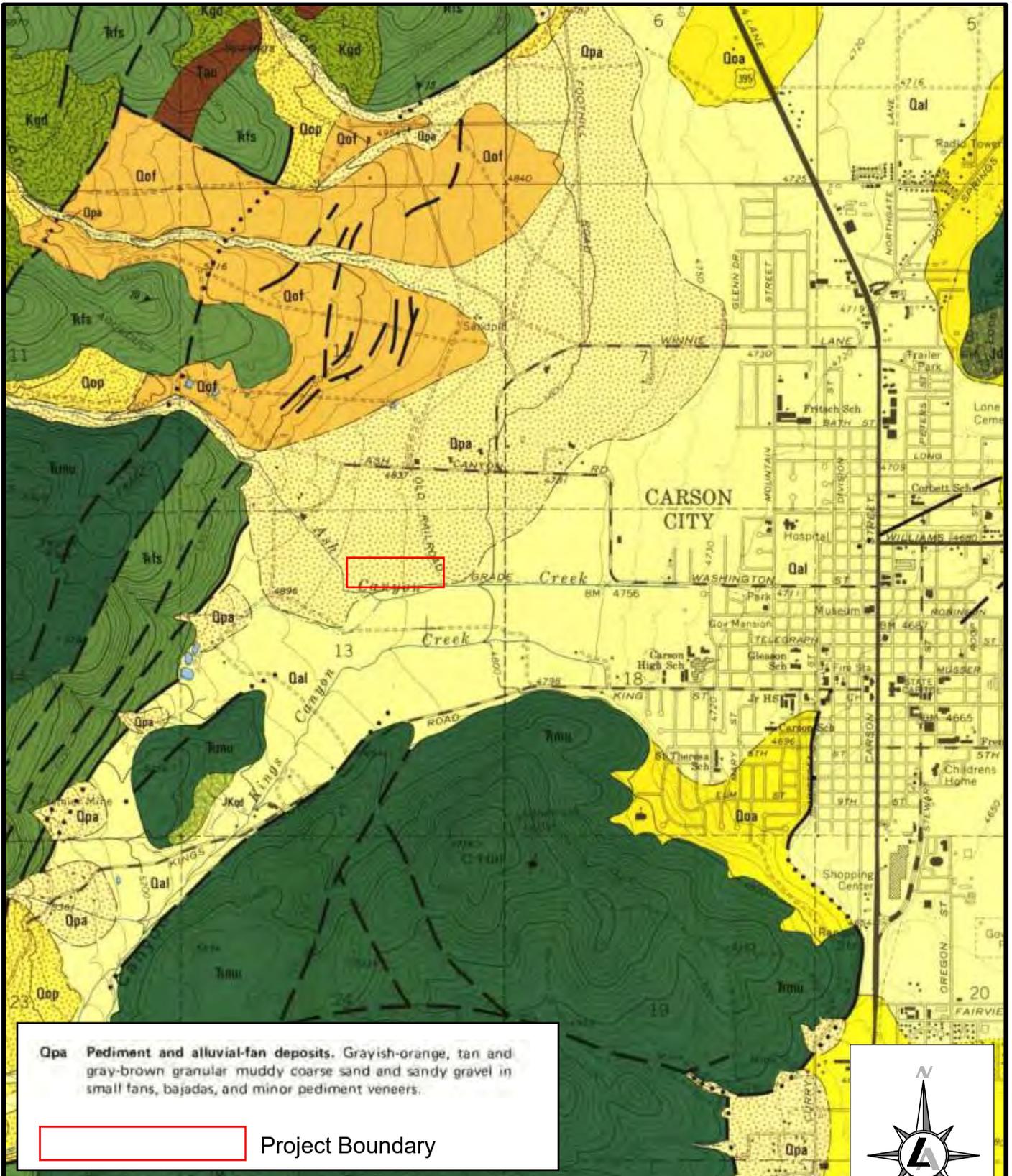
 Approximate Test Pit Locations




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SITE MAP
 Job Number: 9894.002 Date: November 2020

PLATE
2




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GEOLOGIC MAP

Job Number: 9894.002 Date: November 2020

PLATE

3

MODIFIED MERCALLI INTENSITY SCALE

INTENSITY

EFFECTS

- I** Not felt except by a very few under especially favorable circumstances.
- II** Felt only by a few persons at rest, especially on upper floors of buildings. Delicately suspended objects may swing.
- III** Felt quite noticeable indoors, especially on upper floors of buildings, but many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibration like passing of truck. Duration estimated.
- IV** During the day felt indoors by many, outdoors by few. At night some awaken. Dishes, windows, doors disturbed; walls make cracking sound. Sensation like heavy truck striking building; standing motor cars rock noticeably.
- V** Felt by nearly everyone; many awakened. Some dishes, windows, etc., broken; a few instances of cracked plaster; unstable objects overturned. Disturbance of trees, poles, and other tall objects sometimes noticed. Pendulum clocks may stop.
- VI** Felt by all; many frightened and run outdoors. Some heavy furniture moved; a few instances of fallen plaster or damaged chimneys. Damage slight.
- VII** Everybody runs outdoors. Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable in poorly built or badly designed structures; some chimneys broken. Noticed by persons driving motor cars.
- VIII** Damage slight in specially designed structures; considerable in ordinary substantial buildings with partial collapse; great in poorly built structures. Panel walls thrown out of frame structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned. Sand and mud ejected in small amounts. Changes in well water. Disturbs persons driving motor cars.
- IX** Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb; great in substantial buildings, with partial collapse. Buildings shifted off foundations. Ground cracked conspicuously. Underground pipes broken.
- X** Some well-built wooden structures destroyed; most masonry and frame structures with foundations destroyed; ground badly cracked. Rails bent. Landslides considerable from river banks and steep slopes. Shifted sand and mud. Water splashed (sloped) over banks.
- XI** Few, if any (masonry) structures remain standing. Bridges destroyed. Broad fissures in ground. Underground pipe lines completely out of service. Earth slumps and land slips in soft ground. Rails bent greatly.
- XII** Damage total. Waves seen on ground surfaces. Lines of sight and level distorted. Objects thrown upward into the air.

From Wood and Newman, 1931, by U.S. Geological Survey, 1974, Earthquake Information Bulletin, v. 6, no. 5, p. 28

Richter Magnitude	Intensity (maximum expected Modified Mercalli)
3.0 - 3.9	II - III
4.0 - 4.9	IV - V
5.0 - 5.9	VI - VII
6.0 - 6.9	VII - VIII
7.0 - 7.9	IX - X
8.0 - 8.9	XI - XII



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MODIFIED MERCALLI SCALE

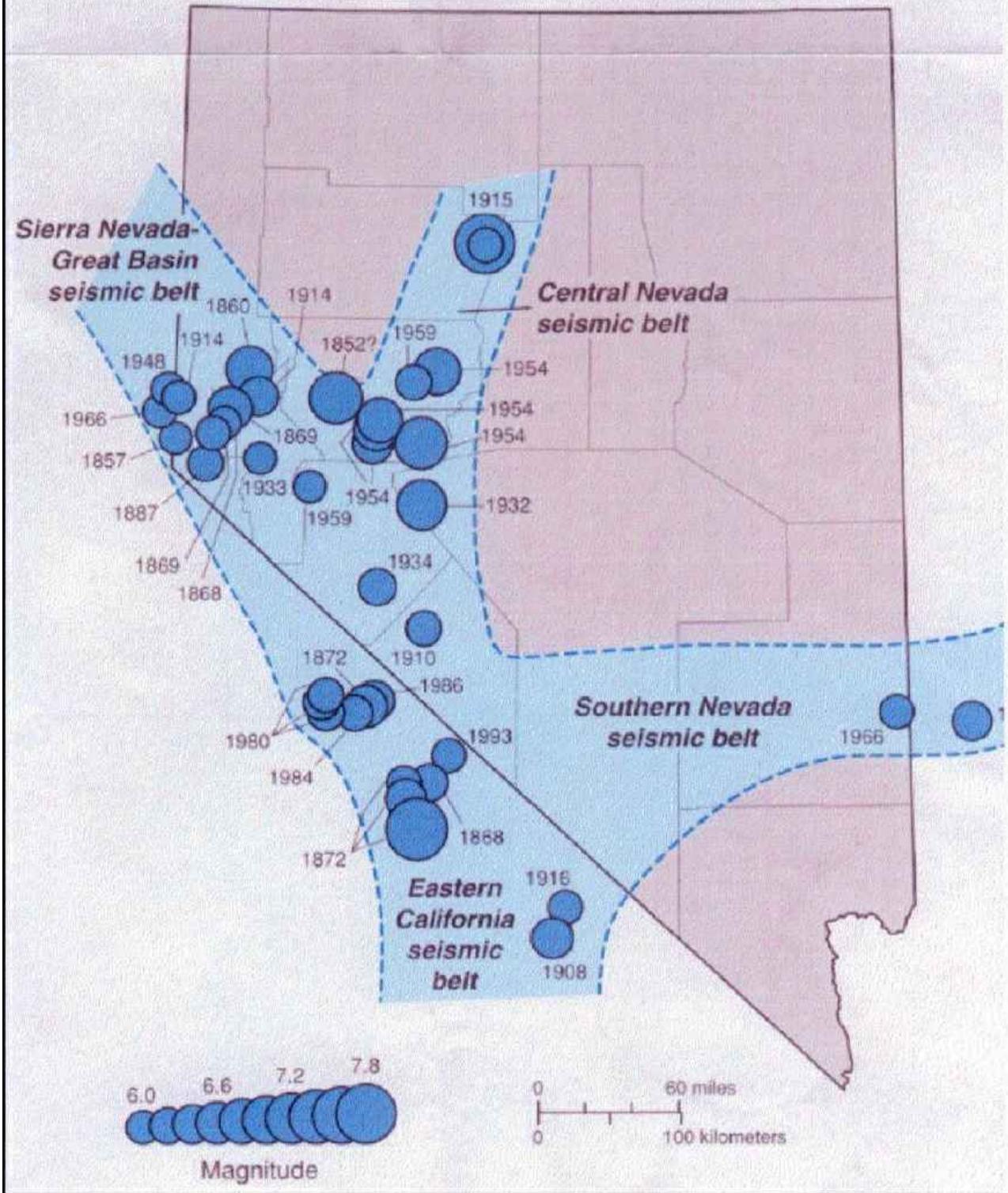
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PLATE

4

MAJOR EARTHQUAKES AND SEISMIC BELTS



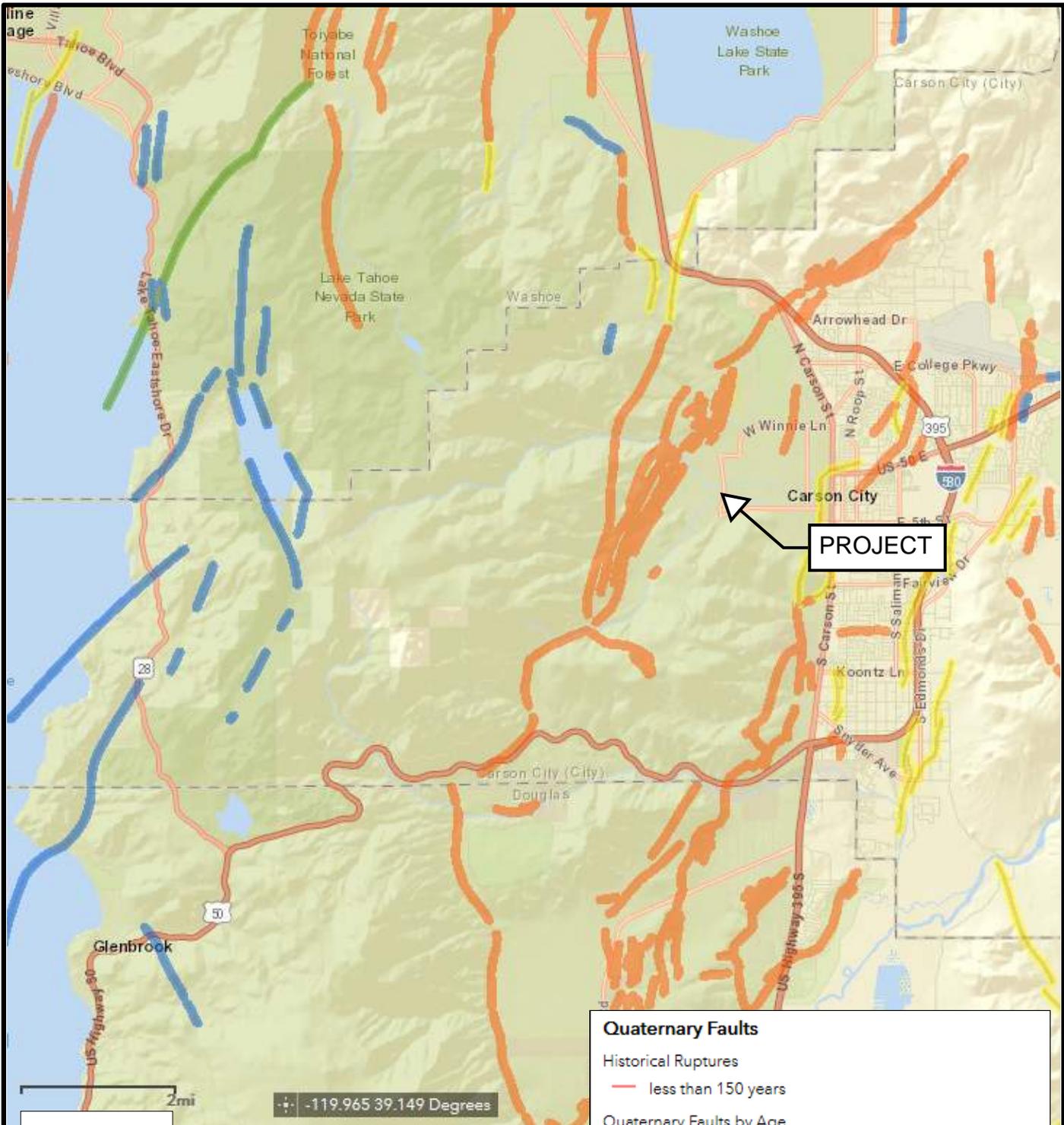
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Longview Way PUD, TM, and Final Map
**MAJOR EARTHQUAKES &
 SEISMIC BELTS**

**PLATE
 5**

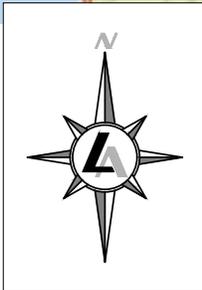
Job Number: 9894.002

Date: November 2020



Quaternary Faults

- Historical Ruptures
 - less than 150 years
- Quaternary Faults by Age
 - less than 15,000 years
 - less than 130,000 years
 - less than 750,000 years
 - less than 1.8 million years
 - Class B faults
 - Unclassified



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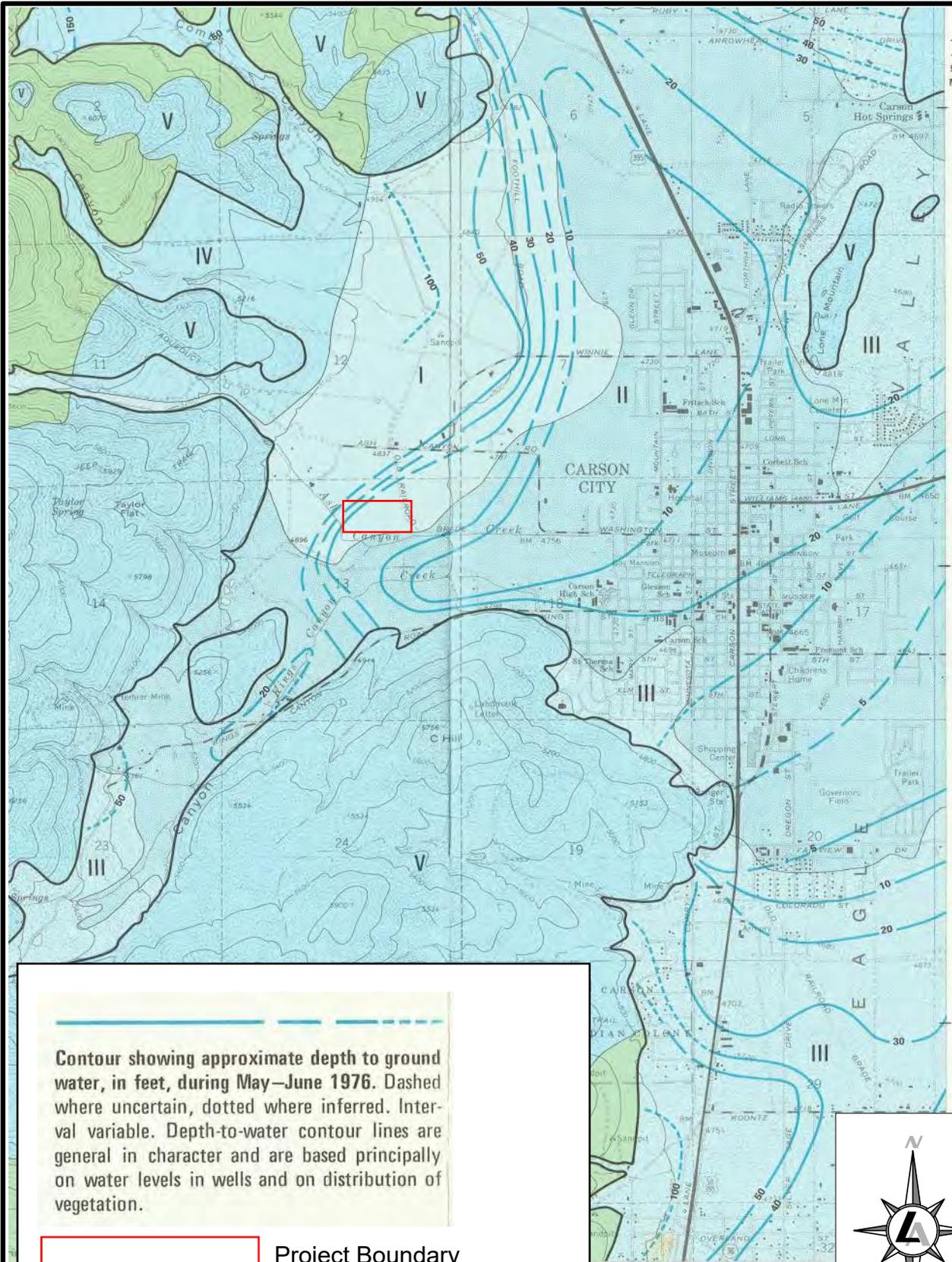
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FAULT MAP

Job Number: 9894.002 Date: November 2020

PLATE

6



Contour showing approximate depth to ground water, in feet, during May–June 1976. Dashed where uncertain, dotted where inferred. Interval variable. Depth-to-water contour lines are general in character and are based principally on water levels in wells and on distribution of vegetation.

 Project Boundary

GROUND WATER



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GROUND WATER MAP

Job Number: 9894.002 Date: November 2020

PLATE

7

APPENDIX A

TEST PIT No. TP-1

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **13 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear
1			(Fill) Poorly Graded Sand with Silt and Gravel (SP-SM) Light Brown, Dry, Loose Contains Some Roots and Wood Debris												
2															
3															
4		B			1.3			NP	NP	37.2	55.4	5.2	64		
5															
6					6.0										
7			Poorly Graded Sand with Silt and Gravel (SP-SM) Brown, Moist, Medium Dense												
8															
9		B													
10															
11															
12															
13					13.0										
			Test pit terminated at 13 feet. Test pit backfilled without compaction verification.												

LUMOS TP FULL PAGE WITH R-V AND SHEAR LONGVIEW GINT.GPJ US.LAB.GDT 11/24/20

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TEST PIT No. TP-2

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **13 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear
1			Silty Sand (SM) Brown, Dry, Medium Dense Roots to a Depth of 3' From 5' to 9.5' Soil Contained 30% Cobbles and Boulders Boulders up to 18" in Diameter												
2															
3															
4															
5															
6															
7															
8															
9						9.5									
10				Silty Sand with Gravel (SM) Brown, Slightly Moist, Medium Dense											
11															
12															
13															

Test pit terminated at 13 feet.
 Test pit backfilled without compaction verification.

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LOG OF EXPORATORY TEST PIT
 Job Number: 9894.002

PLATE
A-2
 Date: November 2020

TEST PIT No. TP-3

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **13 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear	
1		B	Poorly Graded Sand with Gravel (SP) (Stream Wash) Light Brown, Dry, Medium Dense			0.5			NP	NP	41.1	52.0	2.7			
2																
3																
4						4.0										
5		B	Silty Sand with Gravel (SM) Brown, Dry, Medium Dense From 11'-13' Fines Content Decreased													
6																
7																
8																
9																
10																
11																
12																
13						13.0										
			Test pit terminated at 13 feet. Test pit backfilled without compaction verification.													

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TEST PIT No. TP-4

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **12 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear
1			<p>Silty Sand with Gravel (SM) Brown, Dry, Medium Dense</p>			1.4	9.0	127.5	NP	NP	16.1	70.1	13.9	36.3	
2															
3															
4															
5															
6						6.0									
7						<p>Poorly Graded Sand with Silt and Gravel (SP-SM) Light Brown, Slightly Moist, Medium Dense</p>									
8															
9															
10															
11															
12						12.0									
Test pit terminated at 12 feet. Test pit backfilled without compaction verification.															

LUMOS TP FULL PAGE WITH R-V AND SHEAR LONGVIEW GINT.GPJ US.LAB.GDT 11/24/20



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 mburns@lumosinc.com

Longview Way PUD, TM, and Final Map
LOG OF EXPORATORY TEST PIT

Job Number: 9894.002

Date: November 2020

PLATE

A-4

TEST PIT No. TP-5

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **13 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear	
1		B	Poorly Graded Sand with Silt and Gravel (SP-SM) Light Brown, Dry, Medium Dense													
2																
3																
4						4.0										
5		B	Poorly Graded Sand with Gravel (SP) Brown, Slightly Moist, Medium Dense													
6																
7																
8				8.0												
9		B	Silty Sand with Gravel Brown, Slightly Moist, Medium Dense 20% Cobbles and Boulders Boulders up to 18" in Diameter													
10																
11																
12																
13				13.0												
Test pit terminated at 13 feet. Test pit backfilled without compaction verification.																

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--	---	---

TEST PIT No. TP-6

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **13.5 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear
1			Poorly Graded Sand with Silt and Gravel (SP-SM) Light Brown, Dry, Medium Dense												
2															
3															
4															
5			Poorly Graded Sand with Silt and Gravel (SP-SM) Brown, Slightly Moist, Medium Dense												
6			20% Cobble & Boulders Boulders up to 18" in Diameter												
7															
8															
9			Silty Sand with Gravel (SM) Brown, Slightly Moist, Medium Dense												
10															
11															
12															
13															
						4.5									
						9.0									
						13.5									
			Test pit terminated at 13.5 feet. Test pit backfilled without compaction verification.												

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---	---	--

TEST PIT No. TP-7

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **13 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear	
1			Silty Sand (SM) (Possible Fill) Brown, Dry, Medium Dense													
2																
3						3.5										
4			Poorly Graded Sand with Silty and Gravel (SP-SM) Light Brown, Dry, Medium Dense 10% Cobbles Cobbles up to 8" in Diameter													
5																
6																
7																
8			8.5													
9			Silty Sand with Gravel (SM) Brown, Slightly Moist, Medium Dense Below 11' Soil Contained 15% Cobble													
10																
11																
12																
13			13.0													
			Test pit terminated at 13 feet. Test pit backfilled without compaction verification.													

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SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)			SM	SILTY SANDS, SAND - SILT MIXTURES	
			SC	CLAYEY SANDS, SAND - CLAY MIXTURES	
FINE GRAINED SOILS	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

Other Tests

AN	ANALYTICAL TEST (pH, Soluble Sulfate, and Resistivity)
C	CONSOLIDATION TEST
DS	DIRECT SHEAR TEST
MD	MOISTURE DENSITY CURVE

LUMOS LEGEND LONGVIEW GINT.GPJ 10-23-06.GDT 11/24/20



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Longview Way PUD, TM, and Final Map

LEGEND

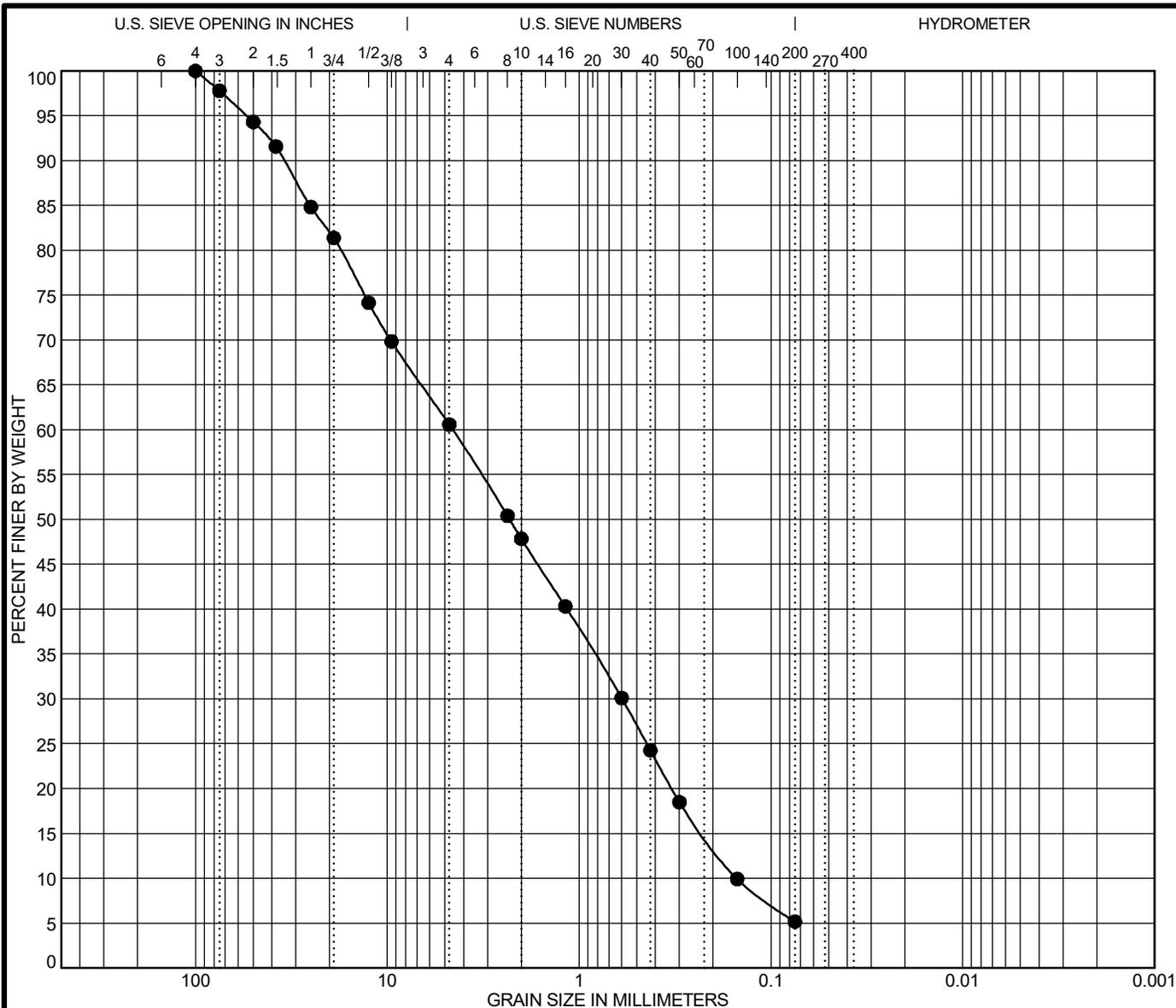
Job Number: 9894.002

Date: November 2020

PLATE

A-8

APPENDIX B



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Date: 11-17-202									
●	TP-1	Classification					LL	PL	PI	Cc	Cu
	Depth: 3	Poorly Graded Sand with Silt & Gravel (Fill)					NP	NP	NP	0.5	30.2
	Sample Location	Test Pit 1 at 3'-4'									
	USCS	SP-SM									
	AASHTO										
Specimen Identification											
●	TP-1	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
	Depth: 3	100	4.563	0.596	0.151	37.2	55.4	5.2			
	Natural Moisture	1.3 %		S.E.	Absorption %						
	R-Value	64		Durability Index	Soundness						
	Percentage of Wear (500 rev)	%		Specific Gravity	Direct Shear						

LUMOS GRAIN SIZE LONGVIEW GINT.GPJ US LAB.GDT 11/24/20

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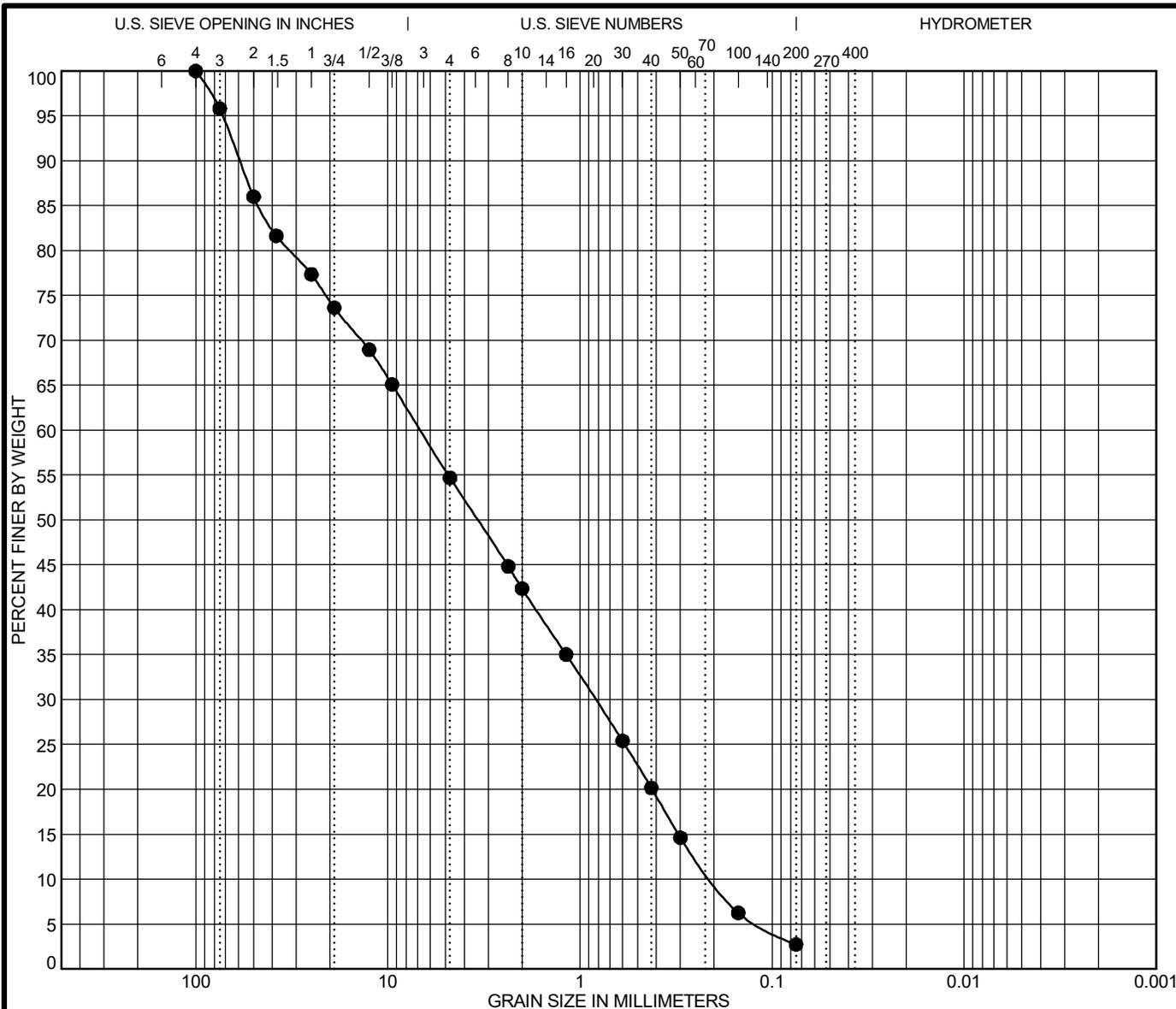
Longview Way PUD, TM, and Final Map

GRAIN SIZE DISTRIBUTION

Job Number: 9894.002 Date: November 2020

PLATE

B-1.1



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Date: 11-17-20									
●	TP-3	Classification					LL	PL	PI	Cc	Cu
	Depth: 1	Poorly Graded Sand with Gravel					NP	NP	NP	0.5	33.0
	Sample Location	Test Pit 3 at 1'-2'									
	USCS	SP									
	AASHTO										
Specimen Identification											
●	TP-3	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
	Depth: 1	100	6.769	0.829	0.205	41.1	52.0	2.7			
	Natural Moisture	0.5 %		S.E.	Absorption %						
	R-Value			Durability Index	Soundness						
	Percentage of Wear (500 rev)	%		Specific Gravity	Direct Shear						

LUMOS GRAIN SIZE LONGVIEW GINT.GPJ US LAB.GDT 11/24/20

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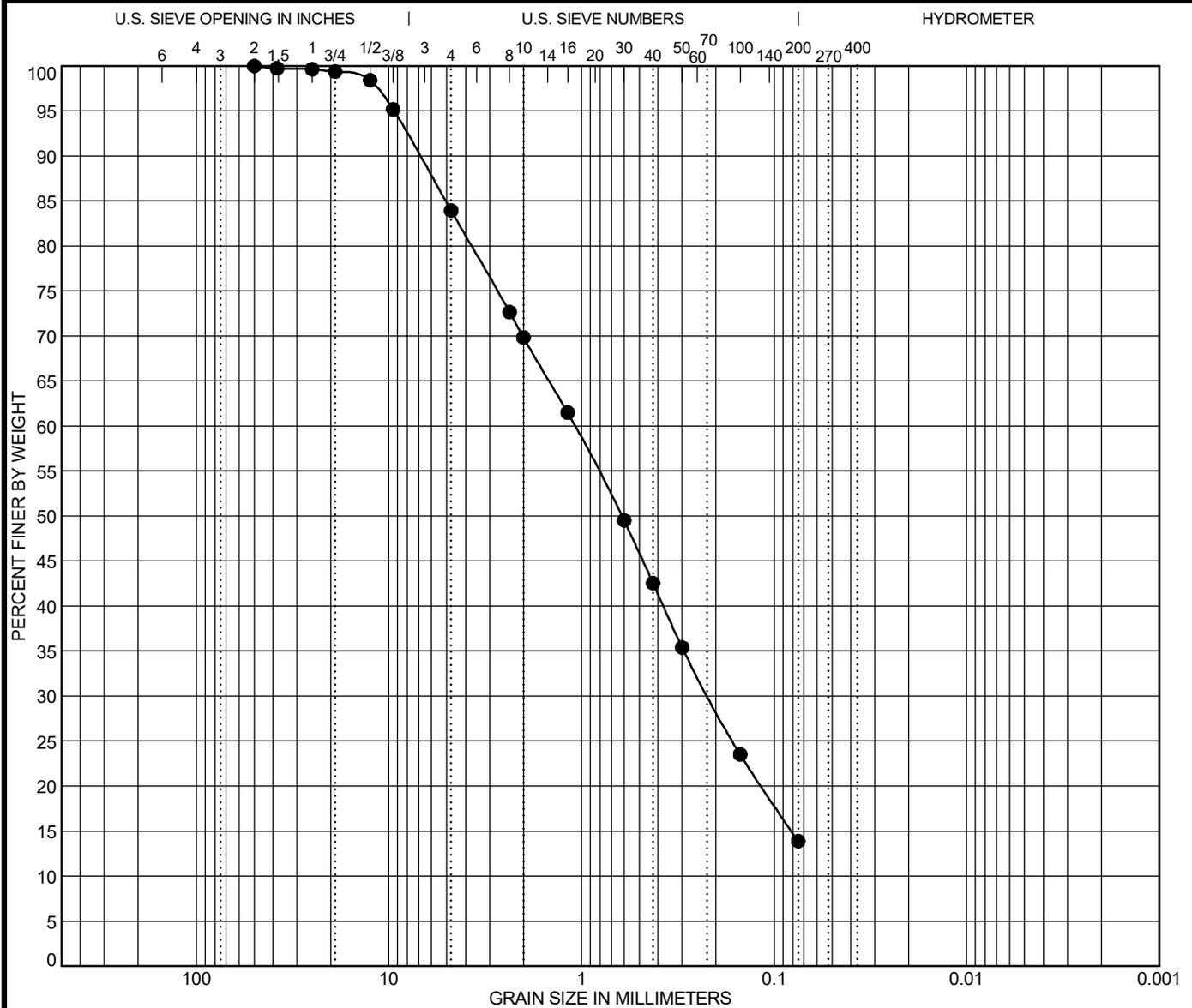
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GRAIN SIZE DISTRIBUTION

Job Number: 9894.002 Date: November 2020

PLATE

B-1.2

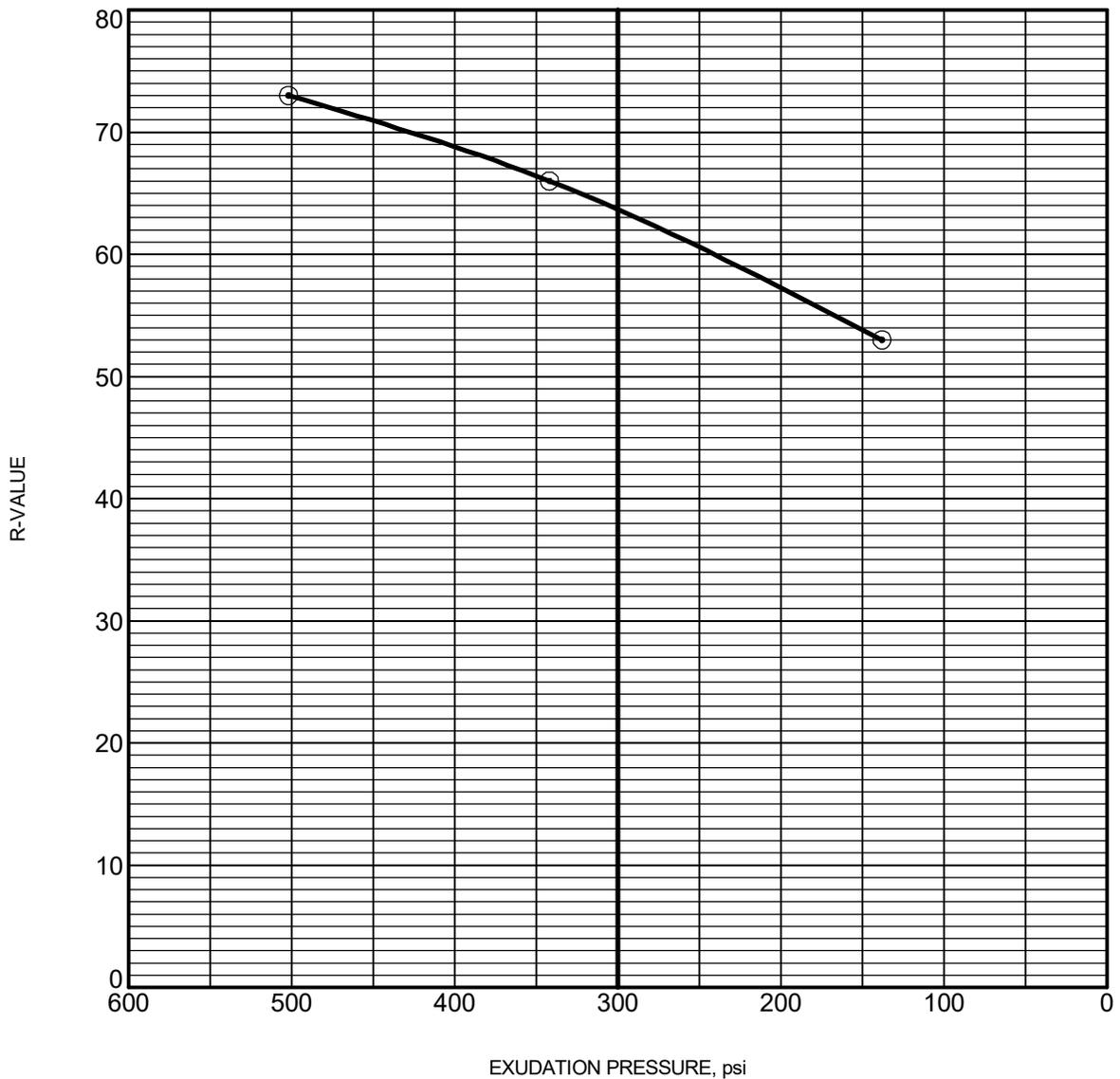


COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Date: 11-17-20									
● TP-4	Classification					LL	PL	PI	Cc	Cu
Depth: 1	Silty Sand with Gravel					NP	NP	NP		
Sample Location	Test Pit 4 at 1'-2'									
USCS	SM									
AASHTO										
Specimen Identification										
● TP-4	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
Depth: 1	50	1.084	0.219		16.1	70.1	13.9			
Natural Moisture	1.4 %		S.E.		Absorption %					
R-Value			Durability Index		Soundness					
Percentage of Wear (500 rev)	%		Specific Gravity		Direct Shear		36.3			

LUMOS GRAIN SIZE LONGVIEW GINT.GPJ US LAB.GDT 11/24/20

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	<p>Date: November 2020</p>	



Test Data

Specimen No.	Water Content (%)	Dry Density (pcf)	Expansion (psf)	Exudation (psi)	Test R-Value*
1	10.0	126.9	0.0	502.0	73.0
2	9.8	126.8	0.0	342.0	66.0
3	10.3	125.6	0.0	138.0	53.0

* Reported values have been corrected for sample height, where required.

Test Result

Specimen Identification	Classification	R-Value
TP-1 3.0	Poorly Graded Sand with Silt & Gravel (Fill)	64



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RESISTANCE VALUE TEST

Job Number: 9894.002

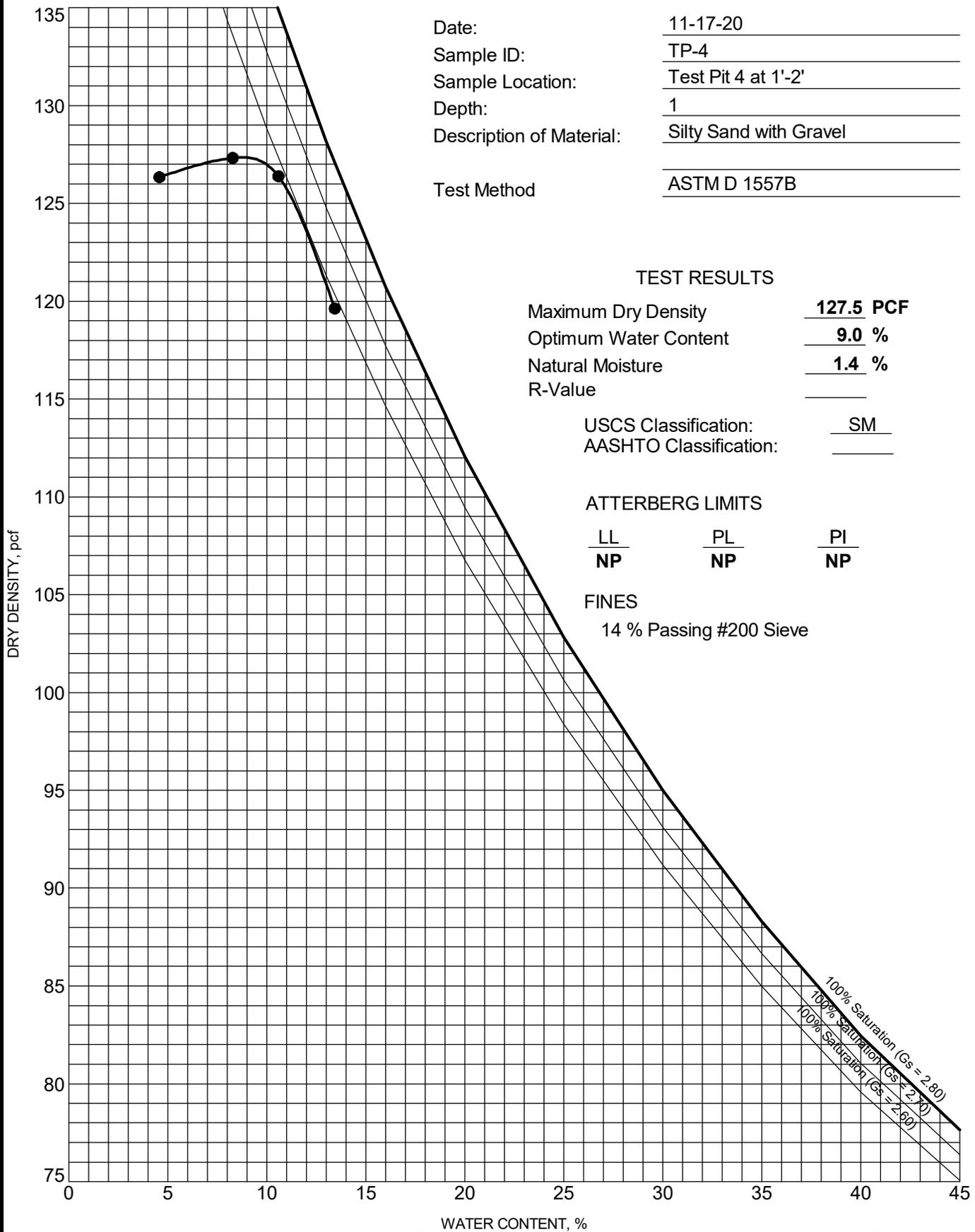
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PLATE

B-3

R-VALUE LONGVIEW GINT.GPJ US_LAB.GDT 11/24/20

Date: 11-17-20
 Sample ID: TP-4
 Sample Location: Test Pit 4 at 1'-2'
 Depth: 1
 Description of Material: Silty Sand with Gravel
 Test Method: ASTM D 1557B



TEST RESULTS

Maximum Dry Density: 127.5 PCF
 Optimum Water Content: 9.0 %
 Natural Moisture: 1.4 %
 R-Value: _____

USCS Classification: SM
 AASHTO Classification: _____

ATTERBERG LIMITS

LL: _____ PL: _____ PI: _____
 NP: _____ NP: _____ NP: _____

FINES

14 % Passing #200 Sieve

LUMOS COMPACTION LONGVIEW GINT.GPJ US LAB.GDT 11/24/20



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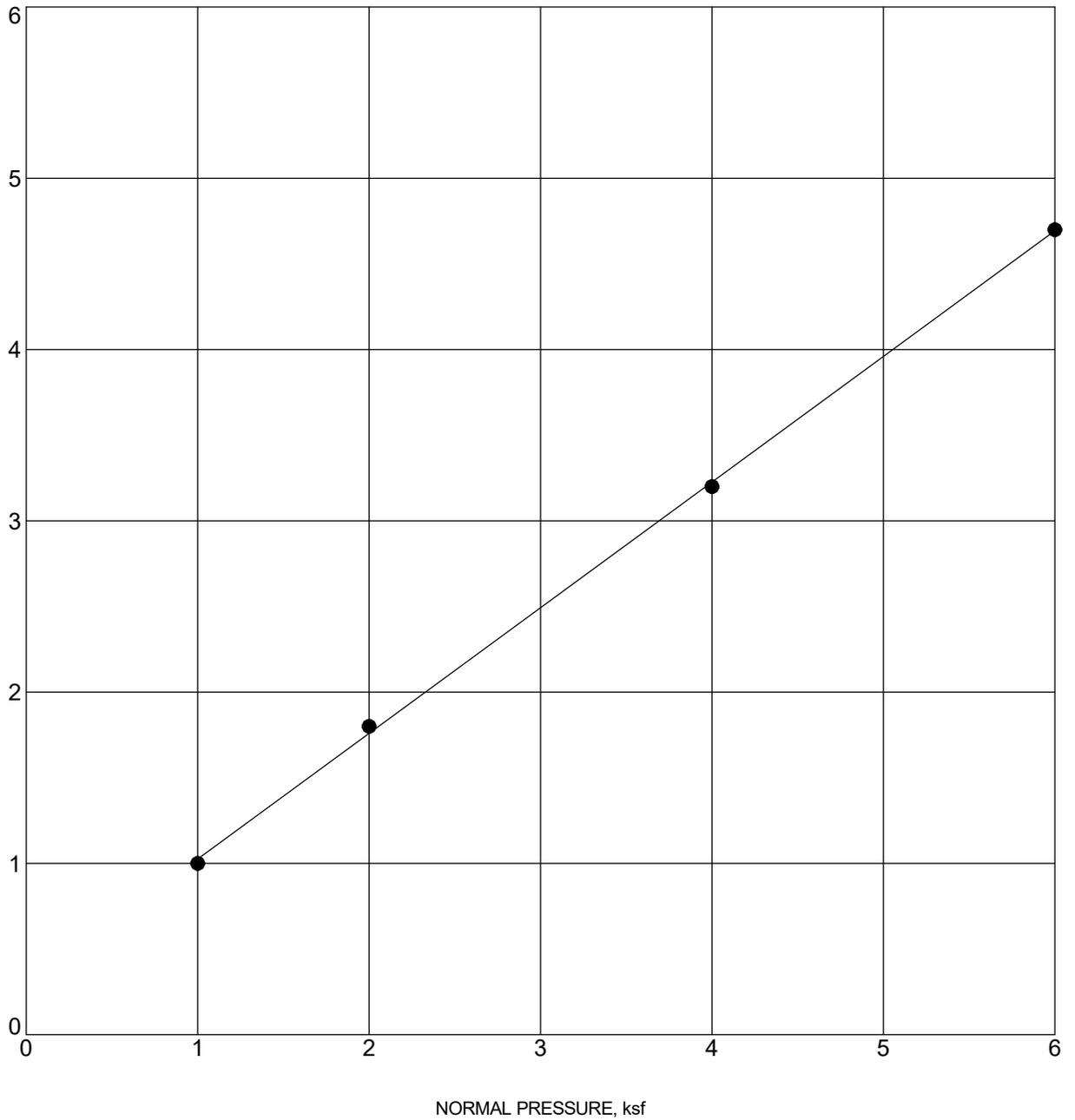
MOISTURE-DENSITY CURVE

Job Number: 9894.002 Date: November 2020

PLATE

B-4

SHEAR STRENGTH, ksf



LUMOS DIRECT SHEAR LONGVIEW GINT.GPJ US LAB.GDT 11/24/20

Specimen Identification	Classification	γ_d	MC%	c	ϕ
● TP-4 1.0	Silty Sand with Gravel	115	9	0.29	36.3



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DIRECT SHEAR TEST

Job Number: 9894.002

Date: November 2020

**PLATE
B-5**



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 1135 Financial Blvd
 Reno, NV 89502
 (775) 857-2400 FAX: (888) 398-7002
 www.ssalabs.com

Analytical Report

Workorder#: 20110876
 Date Reported: 11/24/2020

Client: Lumos and Associates - Reno
Project Name: 9894.002/ Longview TP-3 at 1'-2'
PO #: 9894.002/MTB

Sampled By: Bert Sexton

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
20110876-01	Longview TP-3 at 1'-2'	11/16/2020 6:00	11/17/2020

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
Chloride	EPA 9056	< 5	mg/Kg	5	MA	11/19/2020 10:49	S
pH	SW-846 9045D	7.19	pH Units		AC	11/20/2020 11:17	
pH Temperature	SW-846 9045D	22.0	°C		AC	11/20/2020 11:17	
Resistivity	AASHTO T288	32000	Ohms-cm		AC	11/19/2020 11:08	
Sodium	ASTM D2791	< 0.01	%	0.01	MA	11/20/2020 12:43	
Sodium Sulfate as Na ₂ SO ₄	Calculation	< 0.01	%	0.01	MA	11/20/2020 14:10	
Sulfate	SM4500 SO ₄ E	< 0.01	%	0.01	MA	11/19/2020 14:14	

Original

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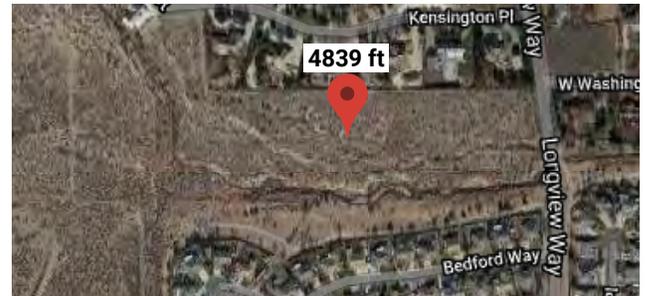
ANALYTICAL TESTING

Job Number: 9894.002 Date: November 2020

PLATE

B-6

APPENDIX C



Map data ©2020 Imagery ©2020, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency

Basic Parameters

Name	Value	Description
S_S	2.149	MCE_R ground motion (period=0.2s)
S_1	0.789	MCE_R ground motion (period=1.0s)
S_{MS}	2.578	Site-modified spectral acceleration value
S_{M1}	* null	Site-modified spectral acceleration value
S_{DS}	1.719	Numeric seismic design value at 0.2s SA
S_{D1}	* null	Numeric seismic design value at 1.0s SA

* See Section 11.4.8

Assuming exceptions provided in Section 11.4.8 are applicable to proposed building, the following are utilized.

IBC 2018

$F_a = 1.2$ Table 1613.2.3(1) and Section 1613.2.3

$F_v = 1.7$ Table 1613.2.3(2)

$S_{M1} = 1.7 (0.789) = 1.341g$ Equation 16-37

$S_{D1} = 2/3(1.341) = 0.899g$ Equation 16-39



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Longview Way PUD, TM, and Final Map

DESIGN RESPONSE SPECTRUM

Job Number: 9894.002

Date: November 2020

PLATE

C-1

APPENDIX D

Job # 9894.002
Project: Longview Way PUD, TM, and Final Map
Client: Adams Carson, LLC
Description: Pavement Calculations
By: J. Macaluso

R-Value for Native Subgrade = 63 (Laboratory Testing)
R-Value for Type 2 Class B Aggregate Base = 70 (Standard Specification)
TI (Local Road) = 5.0

$$GE=0.0032*(TI)*(100-R)$$

$$G_{f(AC)}=2.50, G_{f(Base)}=1.1,$$
$$t_{layer}=GE/G_f$$

Proposed Section 1: Asphalt, Recycled Aggregate Base

$$GE_{AC}=0.0032*(5.0)*(100-70)=.48'$$
$$t_{AC}=(.48/2.50)*(12"/1')=2.3" \quad \text{USE 2" Asphalt Concrete}$$
$$GE_{AC}=(2"*2.50)/(12")=0.42'$$

$$GE_{Base}=0.0032*(5.0)*(100-63)=0.59'$$
$$t_{Base}=((0.59'-0.42')/1.1)*(12"/1')=1.8" \quad \text{USE 6" Aggregate Base}$$



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Longview Way PUD, TM, and Final Map

Pavement Calculations

Job Number: 9894.002

Date: November 2020

PLATE

D-1

Appendix E

Traffic Letter



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Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

April 15, 2021

Carson City Engineering

Ref: 9894.002

RE: Adams Estates– Trip Generation Memo

This memo is prepared for Carson City engineering to support the Planned Unit Development application for the Adams Estates.

Trip Generation

The Adams Estates development proposes the creation of 12 single family residential lots. Per the ITE Trip Generation Manual, a single family residence generates a total of 10 trips per day and 1 peak hour trip per residence. Therefore the development is expected to develop a total of **120** trips per day and **12** peak hour trips.

The generated trips are less than the 80 peak hour trips and 500 trips per day threshold set by Carson City to require a traffic study per CCDS 12.13.

Please do not hesitate to call me at (775) 883-7077 if you have questions.

Sincerely,

Micah Laack, P.E.
Project Manager



04/14/2021

Appendix F

Architectural Styles













Appendix G

DRAFT CC&Rs

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ADAMS ESTATES SUBDIVISION

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ADAMS ESTATES SUBDIVISION**

THIS DECLARATION is made effective as of _____ 20___, by the Developer, Adams Estates, LLC a Nevada LLC (“Grantor” and “Class B Member”). All capitalized terms not otherwise defined in the text hereof are defined in Article 3.

ARTICLE 1 - RECITALS

The property potentially subject to this Declaration includes, but is not limited to, the property legally described on Exhibit A attached hereto and made a part hereof by this reference “Adams Estates Subdivision”. Grantor intends to develop Adams Estates Subdivision in one phase or Tract, herein defined.

The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively “Restrictions”) that apply to the Tract. The Restrictions are designed to preserve the Property’s value, desirability, and attractiveness, to ensure a well integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE 2 - DECLARATION

Grantor declares that the Property, herein defined, shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;

B. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor, Grantor’s successors in interest, and each grantee or Owner, and such grantee’s or Owner’s respective successors in interest, and may be enforced by Grantor, by any Owner, or such Owner’s successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales, or leasing, nor Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the City.

ARTICLE 3 - DEFINITIONS

"Architectural Committee." Architectural Committee shall mean the committee created by the Grantor or an Association pursuant to Article 10 hereof.

"Articles." Articles shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

"Assessments." Assessments shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments of any Association as further defined in this Declaration.

"Association." Association shall mean the Nevada profit or non-profit corporation, and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Adams Estates Homeowners Association, Inc.," or any similar name which fairly reflects its purpose.

"Association Rules." Association Rules shall mean those rules and regulations promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

"Board." Board shall mean the Board of Directors or other governing board or individual, if applicable, of an Association.

"Building Lot." Building Lot shall mean one or more lots within a Tract as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

"Bylaws." Bylaws shall mean the Bylaws of the Association.

"Common Area." Common Area shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and waterways. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or

reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights.

“Declaration.” Declaration shall mean this Declaration as it may be amended from time to time.

“Design Guidelines.” Design Guidelines shall mean the construction guidelines approved by the Architectural Committee.

“Grantor.” Grantor shall mean Adams Estates, LLC, an Nevada limited liability company, and its successors in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or its successor.

“Improvement.” Improvement shall mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

“Landscape Easements.” Landscape Easements shall mean any portion of a Building Lot located within the landscape easements designated on the Plat or in a Supplemental Declaration including, but not limited to, landscape areas contained within any private access and/or public utility easement. This Landscape Easement is in addition to the general landscape easement described in Sections 5.5.2.3 and 12.7 of this Declaration.

“Limited Assessment.” Limited Assessment shall mean a charge against a particular Owner and such Owners Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including, without limitation, damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Building Lot in proper repair, including interest thereon as provided in this Declaration or a Supplemental Declaration or for any goods or services provided by the Association benefiting less than all Owners.

“Member.” Member shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

“Owner.” Owner shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

“Adams Estates Subdivision.” Adams Estates Subdivision shall mean the Property.

“Person.” Person shall mean any individual, partnership, corporation, or other legal entity.

“Plat.” Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Carson City, Nevada, as the same may be amended by duly recorded amendments thereof.

“Property.” Property shall mean the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise. The Property also may include, at Grantor’s sole discretion, such additional property in addition to that described in Exhibit A as may be annexed by means of Supplemental Declaration as provided herein.

“Regular Assessment.” Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of an Association which is to be levied against the Building Lot of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

“Special Assessment.” Special Assessment shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

“Supplemental Declaration.” Supplement Declaration shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property.

“Tract.” Tract shall mean a defined portion of the Property within which the contemplated development involves a common use or compatible uses, and which may have been designated as a Tract by this Declaration or a recorded Supplemental Declaration. Each Tract shall contain one or more Building Lots, and may be managed to the extent permitted herein. Presently the only Tract is composed of twelve (12) building lots.

“Waterway.” Waterway shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

ARTICLE 4 - GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single- family dwelling unit or structure. The minimum structure size in Adams Estates Subdivision shall be Two Thousand (2,000) square feet exclusive of garage, Two Thousand Four Hundred (2,400) square feet minimum if it is a two story building, with a minimum of One

Thousand Two Hundred (1,200) square feet on the main floor. This criteria shall apply to all phases.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural shingles roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat for the Tract in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or applicable Architectural Committee, whichever is more restrictive. In addition to standard building setbacks, no structure or part of a structure, with the exception of fences, shall be located within 20 feet of an adjacent property at a periphery boundary of the Property.

4.1.4 Accessory Structures. Detached accessory structures, including but not limited to, detached garages, detached guest houses, detached pool houses, detached accessory storage sheds, or any detached structures, shall be allowed if in conformity with the provisions of this Declaration, with the provisions of the Carson City Municipal Code, and as approved by the applicable Architectural Committee. Garages, storage sheds attached to the residential structure, patio covers, and detached patio covers, shall be constructed of, and roofed with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, pools, tennis courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other property in the vicinity of the Building Lot or offensive or detrimental to the occupants of such other property.

4.1.5 Driveways. All access driveways shall have a wearing surface approved by the Architectural Committee of asphalt, concrete, or other hard surface materials, and shall be properly graded to assure proper drainage.

4.1.6 Mailboxes. All replacement mailboxes and stands will be of consistent design, material, and coloration and shall be located on or adjoining Building Lot lines at places designated by Grantor or the Architectural Committee.

4.1.7 Fencing. Fence designs shall not extend into any common green space within the subdivision. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that of other fencing constructed adjacent to or abutting Common Areas, public and private streets, and shall otherwise be as approved by the Architectural Committee. Fencing shall not extend higher than six (6) feet above the finished grade surface of the Building Lot or extend past the front setback of the home. All fencing must meet the setback requirements of City ordinance. Certain entryway, corner view or common area abutting Building Lots as more particularly set forth in Section 10.3 are subject to further fencing restrictions.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

4.2 Antennae. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be screened by a fence, landscaping or similar structures in accordance with the Architectural Committee guidelines, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance or use of the antennae, or preclude the reception of an acceptable quality signal. No antennae may be installed prior to construction of a residential improvement upon a Building Lot.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein, unless such subdivision complies with all applicable laws.

4.5 Signs. No sign of any kind shall be displayed for public view without the approval of the applicable Architectural Committee or Association, and the City if otherwise so required, except:

- A. such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots;
- B. temporary signs naming the contractors, the architect, and the lending institution for particular construction operation;

C. such signs identifying Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and,

D. one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease

All signage, including signage for the exceptions listed in (A)-(D), must be done in accordance with the Subdivision signage format. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in Carson City's Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 8 of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.8 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable Architectural Committee. For the purposes hereof, “established” drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property.

4.9 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of the City, the Association, or other public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article 7 herein, as may be applicable.

4.10 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board of the Association and all governmental authorities having jurisdiction. Grantor or affiliates of Grantor may use the water supply as deemed necessary for temporary or other irrigation purposes.

4.11 No Hazardous Activities. No activities shall be conducted on the Property, and improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

4.12 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to other property, and no equipment, treat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.13 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established for the Property.

4.14 No Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or

unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.15 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to Carson City's Sewer System and pay all charges assessed therefor.

4.16 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph 4.16 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.17 Energy Devices Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph 4.17 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.18 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Adams Estates Subdivision. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway unless such vehicle is engaged in an emergency procedure.

4.19 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph 4.19 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Adams Estates Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot.

4.20 Landscaping. The Owner of any Building Lot shall landscape such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the Architectural Committee. All landscaping shall be planted within thirty (30) days after said dwelling structure is completed, weather permitting. The initial front landscaping shall include as a minimum, in the front and side yards, two (2) deciduous trees of at least two inch (2") caliper or one (1) pine tree of at least six feet (6') in height and one (1) flowering tree of at least two inch (2") caliper in front yard, ten (10) - five (5) gallon shrubs or plants, five (5) - two (2) gallon shrubs or plants and at least one (1) raised sculptured berm. But if Grantor or an affiliate of Grantor constructs the dwelling structure, only the front yard of the Building Lot is required to be landscaped within thirty (30) days of substantial completion of the dwelling structure. The Owner is then responsible for completing the balance of the Building Lot landscaping within ninety (90) days after the Building Lot is conveyed to the first Owner of the Building Lot. Additionally, Grantor may grant extensions of the landscaping deadlines to any party for up to ninety (90) days. Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. All landscaped Common Areas other than riparian vegetation shall be irrigated by an underground sprinkler system.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot.

Landscaping located within that portion of the Building Lot designated as common area through the private access/utility/landscape easement shall be constructed by the Developer and shall be maintained by the Association. The installation of said landscaping is in addition to the landscaping required for each individual Building Lot as described in this section.

4.21 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or

real estate sales or leasing offices for lots and homes within the Development. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Carson City's Recorder.

4.22 Conveyances to and from Municipalities. The Board shall have the power to convey any portion of the Common Area in Adams Estate Subdivision to the City, and the State of Nevada, the United States of America, or any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

4.23 Water Rights Appurtenant to Subdivision Lands. Where applicable, within one hundred twenty (120) days of the date of the recording of this Declaration, Grantor shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in by City or State code, all water rights and assessment obligations appurtenant to the Property to the Association,

4.24 Commencement of Construction. Once an owner commences the construction of a dwelling structure in compliance with the restrictions herein, such construction shall be completed within six (6) months thereafter. The term "Commence the construction," as used in this paragraph 4.24, shall require actual physical construction activities upon such dwelling structure upon such Building Lot. Owner is responsible to maintain cleanliness of the roadway and site during construction.

ARTICLE 5 - ADAMS ESTATES HOMEOWNERS ASSOCIATION

5.1 Organization of Adams Estates Homeowners Association. Adams Estates Homeowners Association ("Association") shall be initially organized by Grantor as a Nevada nonprofit corporation under the provisions of the Nevada Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner, except Grantor, shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Tract, Building Lot, or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor, for so long as Grantor is the Class B Member, shall be known as Class A Members. Each Class Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote. Upon termination of the Class B Member, Grantor shall become a Class A Member.

5.3.2 Class B Member. The Grantor shall be known as the Class B Member, and shall be entitled to six (6) votes for each Building Lot of which Grantor is the Owner, less six (6) votes for each Building Lot owned by a Person other than Grantor. The Class B Member shall cease to be a voting Member in the Association upon the later to occur of the following: (i) when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members; or (ii), the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

Fractional votes shall not be allowed. If the Owner of a Building Lot shall be more than one (1) Person, all such Persons shall be deemed Members, but the voting rights in the Association attributable to that Building Lot may not be split and shall be exercised by one representative selected by such Persons as they, among themselves, may determine. In the event that such joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Nevada subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Nevada law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and

operation of the Common Area and the Association's other assets (including water rights when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon the termination of the Class B Member.

5.5.1.4 Association Rules. The power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association.

5.5.1.6 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and

enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services, public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

5.5.1.6.2 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

5.5.1.7 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

The right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area and Landscape Easement areas (as defined in Section 3.13), including the repair and replacement of property damaged or destroyed by casualty loss. Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association. Such properties may include those lands intended for open space uses and which may be referred to as "non-buildable" lots per the Plat. Additionally, the Association may, in its discretion, limit or restrict the use of certain Common Areas to the Owners residing in the Subdivision.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Nevada, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

5.5.2.3 Maintenance of Berms Retaining Walls and Fences. Maintain the berms, retaining walls, fences, water amenities, roadway, entry gate, sign, and landscape within and abutting the Common Area and Landscape Easement areas.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Property, the Association, and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Property all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Nevada, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, the following policies of insurance:

5.5.2.6.1 Fire insurance, including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area.

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as follows:

Not less than One Million Dollars and No Cents (\$1,000,000.00) per person, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.

Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

5.5.2.6.3 Such other insurance, including motor vehicle insurance and Workmen's Compensation Insurance, to the extent necessary to comply with all applicable

laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.5.2.6.4 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

5.5.2.6.5 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

5.5.2.7 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.

5.5.2.8 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.9 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Carson City Recorder, as more fully provided herein.

5.5.2.10 Private Streets, Signs, and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the Carson City consents to such waiver.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any owner of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating

statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.7.2 Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and available for delivery upon request to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for the last fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws.

ARTICLE 6 - RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments for the maintenance, repair, management and operation of improvements on the Common Area;

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules; and,

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as private street, cul-de-sacs and walkways.

6.1.5 The right of the Association to protect wildlife habitat.

6.2 Designation of Common Area. Grantor shall designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building lot.

6.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE 7 - ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any portion of the Property, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

7.1.1 Assessment Constitutes Lien. Such Assessments and Charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

7.2 Regular Assessments. All Owners, including the Grantor, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular

Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots in the applicable Tract attributable to the Owner by the total number of Building Lots in such Tract.

7.2.3.2 Up until two (2) years following the date of the sale of a Building Lot in a particular Tract of the development, the Grantor shall be assessed the difference between the total revenue of the Association less the total expenses of the Association ("Shortfall") for that Tract of the development. The Grantor agrees to pay the cost of any Shortfall in order to properly maintain the Property during the development of each Tract. After two (2) years from the date of the first sale of a Building Lot in a particular Tract, the Grantor shall be assessed the Regular Assessment (defined in Section 7.2.3.1) for each Building Lot remaining in the respective Tract. This reduced assessment is in return for the Grantor paying the maintenance obligations for the Common Area prior to the acceptance of these obligations by the Association.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such

Member's Building Lot or restricted Common Area into compliance with the provisions of the governing instruments for the Property, or for otherwise providing any goods or services benefiting less than all Members or such Members' Building Lots.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

7.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment of Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owners Building Lot.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot in the applicable Tract, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present,

subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE 8 - ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with Carson City's Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Carson City Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Nevada Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Nevada as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Carson City Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 8.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE 9 - INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committee of an Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person, except Grantor, shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article 9.

9.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE 10 - ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Grantor's Right of Appointment. At any time, and from time to time, prior to the termination of the Class B Member, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Nevada, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee.

10.3.1 Architectural Committee Guidance. As guidance for the Architectural Committee, the objective of Adams Estates is to have a diversity of design, producing a community harmonious with the surrounding existing developments, while also allowing

creative license with contemporary elements. The design theme of dwellings and accessory structures constructed on Building Lots shall be based upon regional and traditional architectural styles including, but not limited, Mountain, Tahoe, Ranch, Farmhouse, Tuscan, and Prairie, with contemporary interpretations and elements. Modern architectural styles are undesirable within the subdivision and shall be avoided to maintain harmony with the surrounding community.

Building emphasis shall be on appropriate massing and proportion, vertically proportioned windows and doors, with horizontal roof dominated forms, overhangs, and porches. Forms should be harmonious with rhythm and patterns, utilizing sustainable, natural and durable exterior materials in earth tone colors to blend with the landscape. One and two story massing should step back from the lower story facade to the upper story. Stepped roof massing should include single story elements with higher masses occurring toward the center of the home with lower profiles occurring toward the outer portions of the home. Pretentious, over stylized decorative detailing, avant garde, modular homes or “pre-built” sections of homes are undesirable and shall be avoided. Landscape planting should be integral to the home design to enhance the streetscape character, softening and adding texture to buildings, providing shade, and defining gardens and outdoor spaces.

Six-foot (6’) wood privacy fencing shall be used for homes abutting other building parcels in a consistent form designated by the Architectural Committee, as well as for the side yards of those Building Lots adjacent to the Common Areas along Longview Way. All Building Lots adjacent to the Common Area open space and ten foot (10’) private access easement between Building Lots 6 and 7 shall use open view fencing in a consistent form designated by the Architectural Committee with a height not to exceed four (4) feet.

10.3.2 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.3 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Nevada, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.4 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.5 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article 10 shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Article 10, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantor for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

10.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental

considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the county Recorder of Carson City. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

10.10 Grantor's Exemption. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the Architectural Committee.

ARTICLE 11 - ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Grantor intends to develop the Property and other properties and may, in Grantor's sole discretion, deem it desirable to annex some or all of such properties to the Property covered by this Declaration. Tracts may be annexed to the Property and brought within the provisions of this Declaration as provided herein by Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner or Association. The use and development of such Tracts shall conform to all applicable land use regulations, as such regulations are modified by variances.

11.2 By Association. Following the termination of the Class B Member, Tracts may be created, subject to the same conditions, by the Association upon the exercise by Members of at least two-thirds percent (2/3%) of the votes of the Association.

11.3 Rights and Obligations of Owners of Annexed Tracts. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Tract all provisions contained in the Declaration shall apply to the Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such Tract shall be treated for all purposes as a Tract as defined above. The Owners of lots located in the Tracts shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within said Tracts shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Tracts.

11.4 Method of Annexation. The addition of a Tract to the Property authorized under Sections 12.1 and 12.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Tract, which shall be executed by Grantor or the Owner thereof and which shall annex such property to the Property. Thereupon each Tract shall be part

of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association established for the area encompassing such Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the Owner thereof desirable to reflect the different character, if any, of the Tract, or as Grantor or such Owner may deem appropriate in the development of the Tract. If any Tract is created, the Association shall have the authority to levy Assessments against the Owners located within such Tract, and the Association shall have the duty to maintain additional Common Area located within the Tract if so specified in any Supplemental Declaration.

11.5 De-annexation. Grantor may delete all or a portion of the Property, including previously annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of the Association so long as Grantor is the owner of all such Tracts and provided that a Supplemental Declaration of Deletion of Property is recorded in the Office of the Carson City Recorder in the same manner as a Supplemental Declaration of annexation. Members other than Grantor as described above, shall not be entitled to de-annex all or any portion of a Tract except on the favorable vote of seventy-five percent (75%) of all members of the Association and written approval of Grantor so long as Grantor owns any portion of the Property.

ARTICLE 12 - EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 12.1

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways. Such easements shall run with the land, and may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot of Common Area.

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any

improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property and/or a Tract, as appropriate, to the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser.

12.3.1 Improvement of Drainage and Utility Easement Areas. The owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner of such Building Lot and the Grantor, Association or designated entity with regard to the Landscaping Easement described in this Article 12, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association and/or the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged. The sixty (60) foot wide private access/utility/landscape easement over the roadway and lot frontages is exempted from the aforementioned allowances and no landscaping or fencing shall be installed or maintained within said easement area by any owner except the Association, its contractors or agents.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

12.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

12.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

12.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served by such driveway, or whenever a driveway is installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway

shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace, or maintain such driveway.

12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Landscape Easement. An easement is hereby reserved to each appropriate Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Sewer Covenants and Restrictions. All Building Lots within the Property shall be subject to and restricted by the following covenants and restrictions:

12.11.1 A monthly sewer charge must be paid after connecting to the Carson City public sewer system, according to the ordinances and laws of Carson City.

12.11.2 The Owner of the Building Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected to the City's sewage system.

12.11.3 The Grantor shall have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

12.12 Specific Landscape Easement. Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

ARTICLE 13 - MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run ten (10) years from the sale of the first lot, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with Carson City Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Carson, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

13.2 Amendment.

13.2.1 By Grantor. Except as provided in paragraph 13.3 below, until the recordation of the first deed to Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract.

13.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article 13, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in

the Association, and such amendment shall be effective upon its recordation with the Carson City Recorder. Any amendment to this Article 13 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

13.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

13.3 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and it may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 13.3.

13.4 Enforcement and Non-Waiver.

13.4.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

13.4.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner of Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

13.4.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

13.4.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

13.4.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

13.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Nevada.

13.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

13.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

13.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

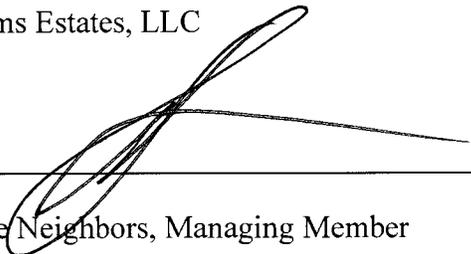
13.5.4 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

13.6 Successors and Assigns. All references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

IN WITNESS WHEREOF, the Grantor has executed this Declaration effective as of the date first set forth above.

Adams Estates, LLC

By:



Steve Neighbors, Managing Member

EXHIBIT A

Legal Description of the Property

GRANTEE:
Adams Carson, LLC
701 S. Allen St. #101
Meridian, ID 83642

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made the 19th day of December, 2012, by and between the Mae B. Adams Trust, an Idaho trust f/k/a The Survivor's Trust of the L.A. Adams and Mae B. Adams 1990 Trust dated November 28, 1990, amended and restated August 19, 2008, Steven G. Neighbors sole trustee ("**Grantor**"), and Adams Carson, LLC, an Idaho limited liability company, of 701 S. Allen St. #101, Meridian, Idaho, 83642 ("**Grantee**").

WITNESSETH

That Grantor, in consideration of the sum of Ten Dollars and No/100 (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell to Grantee, and to its successors and assigns, all that certain lot, piece, or parcel of land situated in Carson City, state of Nevada, and more particularly described as follows:

A parcel of land located within a portion of the Northeast one-quarter of Section 13, Township 15 North, Range 19 East, MDB&M, Carson City, Nevada, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 13; thence S. 00° 59' 48" W., 930.18 feet along the North-South centerline of said Section 13 to the POINT OF BEGINNING;
thence S. 89° 18' 44" E., 1329.37 feet;
thence S. 06° 54' 46" E., 388.41 feet;
thence N. 89° 18' 44" W., 1382.82 feet to a point on the North-South centerline of said Section 13;
thence N. 00° 59' 48" E., 385.00 feet to the POINT OF BEGINNING.

Parcel contains 11.986 acres more or less.

The land described herein is shown on a Record of Survey filed for the William H. Long Family Trust.

Reference File No. 28485, Book 37, Page 509, recorded on July 3, 1984.

GRANT, BARGAIN, AND SALE DEED
APN: 7-061-61

Page 1 of 2

429485

Appendix H

Conceptual Drainage Study

CONCEPTUAL DRAINAGE STUDY

for

Adams Estates
Carson City, Nevada
(APN: 007-061-61)

Prepared For:

Adams Carson, LLC
C/o Strategic & Operations Solutions, Inc.
5598 N. Eagle Road, Suite 102
Boise, Idaho 83713

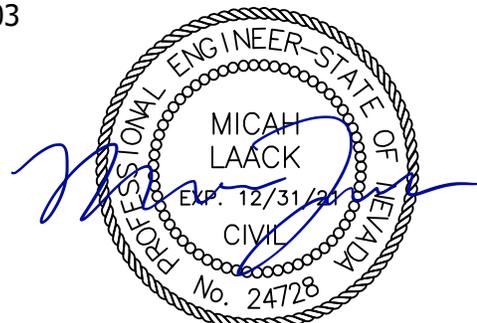
Prepared By:



Lumos and Associates, Inc.
308 N. Curry Street, Suite 200
Carson City, NV 89703

JN: 9894.002

April 2021



04/14/2021

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I. INTRODUCTION

A. Description of Project

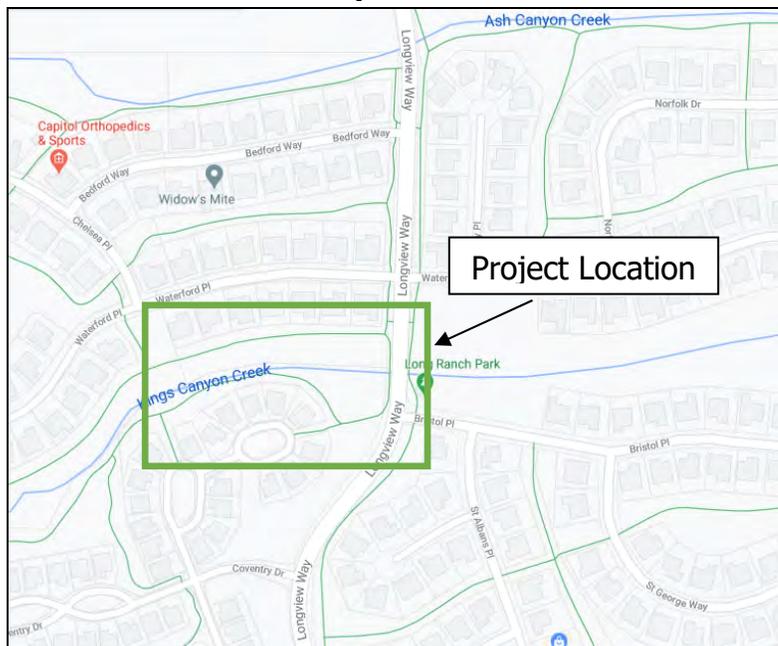
This conceptual drainage report identifies the existing and conceptually proposed site conditions, and the potential drainage improvements for the approximately 12-acre parcel (APN 004-015-06) located in Section 13, Township 15N, Range 19E. The existing parcel is proposed to be developed as a single family cluster development, consisting of 12 units, 4.49 acres of open space, and associates civil and drainage infrastructure. A single road and cul de sac are proposed, along with widening Longview along the frontage. This study has been conducted in accordance with Division 14 of the Carson City Municipal Code.

B. Existing Site Conditions

The existing site is currently undeveloped and overgrown with brush and weeds. The property is bordered by Longview Way to the east, Ash Canyon Creek to the west, developed residential lots to the north and Carson City open space to the south. The existing site slopes at approximately 2% across the proposed development and generally slopes from west to east. Off-site runoff entering the site and on-site storm water generated from the site currently flow to Ash Canyon Creek, along the southern side of the property.

Based on FEMA FIRM panel 3200010091F (eff. 2/18/2021), a portion of the property is located within "Zone AO" (depth 1 foot) and "Zone AE" representing a special flood hazard area. A FEMA Firmette for the project location is included in the Appendix C.

C. General Location Map



II. EXISTING AND PROPOSED HYDROLOGY

A. Drainage Basin Boundaries

For the purposes of the conceptual study, the project site is analyzed using a single drainage basin with an approximate area of 12 acres used to determine the peak runoff for the existing and proposed site conditions. Offsite runoff breaches the project site from the north and west sides of the property. Existing conditions were analyzed using a single open space subbasin.

B. Design Storm and Peak Flow Calculations

According to the Carson City Municipal Code, the Rational Formula Method was used to generate peak discharges for the site using the 5-yr 24 hour duration minor storm event and 100-yr 24 hour duration major storm event. The peak discharges for the project were calculated using:

$$\text{Design Discharge, } Q = C I A$$

Where:

- Q = maximum rate of runoff (cfs),
- A = contributing basin area (acres),
- C = runoff coefficient,
- I = average rainfall intensity for design storm,

A rational coefficient of 0.30 was used to determine runoff flow for the existing site considering it is currently unimproved with native plants. For the proposed site conditions a weighted average runoff coefficient was determined per three separate subbasins.

Subbasin 1 (AC Pavement): 1.02 Acres, C=0.95

Subbasin 2 (Undeveloped): 3.75 Acres, C=0.3

Subbasin 3 (Residential): 7.18 Acres, C=0.5

The weighted average runoff coefficient for the proposed condition was calculated to be 0.48. The peak discharge for each design storm for the existing and proposed conditions was calculated in **Table 1** below.

	5-YR 24 HOUR STORM				100-YR 24 HOUR STORM			
	Runoff Coefficient	Rainfall Intensity (i)	Area (A)	Q5 (cfs)	C	Rainfall Intensity (i)	A	Q100 (cfs)
Existing Conditions	0.3	0.077	11.95	0.28	0.3	0.137	11.95	0.49
Proposed Conditions	0.48	0.077	11.95	0.44	0.48	0.137	11.95	0.79

Table 1

As a result of the improvements, peak flow will increase by 0.16 cfs and 0.30 cfs, for the 5-year and 100-year storm events, respectively.

III. PROPOSED DRAINAGE FACILITIES

A. Routing of Flow in and/or around Site and Proposed Facilities

Developed flows will be directed to the private roadway, collected in a series of curb and gutters, and directed to two catch basins located prior to the intersection at Longview. In order to improve water quality and reduce the peak flow of stormwater along the proposed roadway, a series of curb cuts are proposed to route the storm water through landscaped LID treatment areas at the back of curb. These landscaped treatment areas will be located within the 10' wide area between back of curb and edge of access easement and will be maintained by the HOA. The two catch basins will convey stormwater to a proposed pipe at the southeast corner of the site, which will then bring water directly to Ash Canyon Creek via the pipe.

B. Mitigation Measures

Based on conceptual level design and the projected flows, the peak on-site runoff will enter Ash Canyon Creek well prior to peak off-site flows. Because runoff from the proposed site is less than offsite flows, no adverse impacts to storm drain infrastructure or downstream properties is anticipated. Therefore, due to the proximity to Ash Canyon Creek, no detention or retention of storm water is proposed. Off-site flows will continue to flow across the site through the existing floodway with no adverse impact.

C. Floodplain Modification

Included in Appendix D is a floodplain mitigation analysis memo submitted to Carson City at the conceptual map review. This memo outlines the existing floodplain and proposed mitigation measures. To prevent flooding impacts to the development, a swale is proposed west of the residential area. The perimeter swale will collect flow generated from the west portion of the property and nuisance flow from the north. The channel is routed to convey stormwater to the main Ash Canyon Creek alignment. To provide redundant mitigation measures due to proximity of the existing alluvial fan, a berm will be designed adjacent to the channel to provide additional protection for the developed

lots. The redundant protection berm shown adjacent to Ash Canyon Creek in Exhibit D is proposed to be moved parallel to the proposed swale as shown in the tentative map improvement plans. Floor elevations for the proposed development will be elevated as required by local and federal regulations. The development will require a LOMR study through FEMA to remove the westernmost lots from the floodplain, as the current available study does not address this area.

IV. CONCLUSION

Storm water from the developed site will be collected in a series of curb gutters along the on-site roadway. Buildings on site will be elevated so that storm water runoff will be collected in the gutters. The gutters will convey storm water to proposed catch basins and an outlet pipe along Longview Way, which will flow to Ash Canyon Creek along the south side of the property. Based on conceptual level design and the projected flows, the peak on-site runoff will enter Ash Canyon Creek prior to peak off-site flows. Because runoff from the proposed site is less than offsite flows, no adverse impacts to storm drain infrastructure or downstream properties is anticipated. Therefore, due to the proximity to Ash Canyon Creek, no detention or retention of storm water is proposed. Off-site flows will continue to flow across the site through the existing floodway with no adverse impact. A drainage plan showing the proposed improvements and drainage features is included in Appendix A.

V. REFERENCES

Autodesk. (January 2020). Hydraflow Express Extension. (Version 2020) [Computer Software].

Carson City, "Carson City Development Standards".

Carson City, "Carson City Municipal Code," Carson, 2020.

Federal Emergency Management Agency. (December 22, 2016). *Flood Insurance Rate Map*. Douglas County, Nevada and Incorporated Areas. Effective. Revised: December 22, 2016. Map Number 3200010092G.

National Oceanic and Atmospheric Administration (NOAA), "Atlas 14 Precipitation-Frequency Atlas Volume 1, Version 5". [Online]. Available: https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html

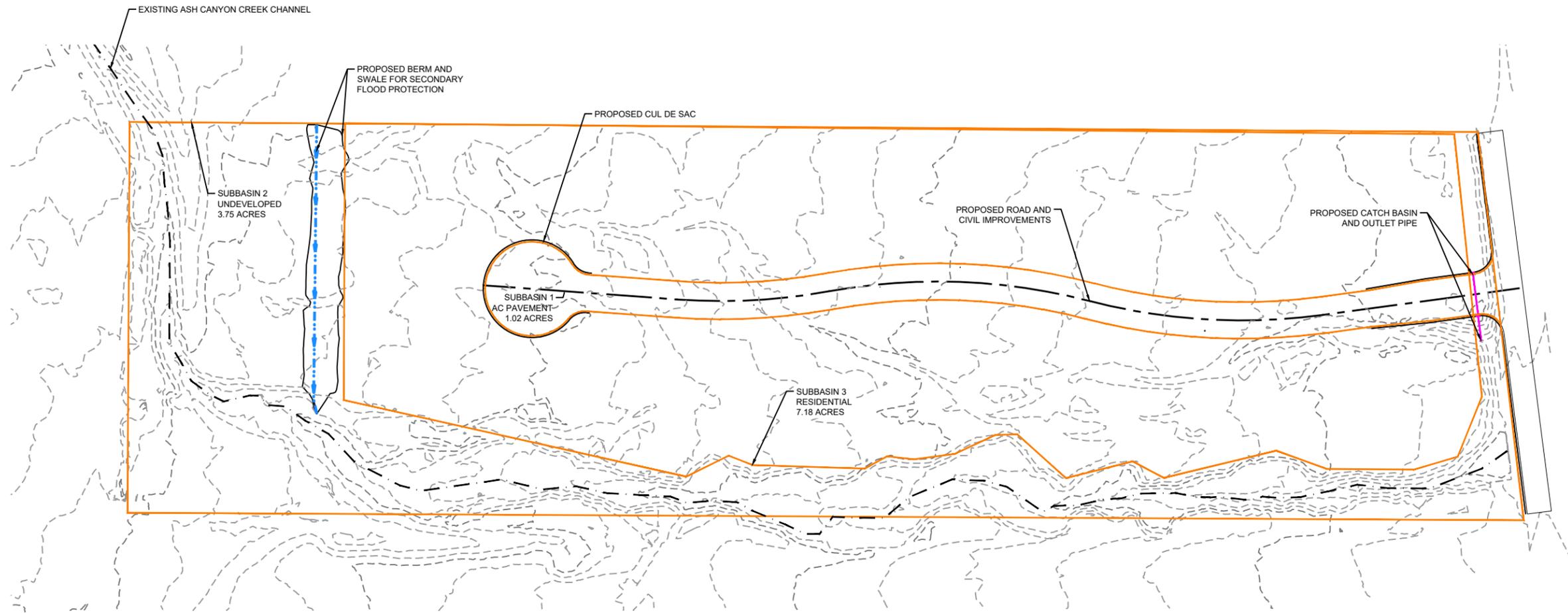
APPENDIX A – DRAINAGE EXHIBIT

ADAMS CARSON, LLC
**LONGVIEW WAY CLUSTER DEVELOPMENT
CONCEPTUAL DRAINAGE REPORT
DRAINAGE EXHIBIT**
CARSON CITY NEVADA

REV	DATE	DESCRIPTION	BY

**PRELIMINARY
NOT FOR CONSTRUCTION**

BAR IS 1 INCH ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
EXHIBIT 1
DRAWN BY: LAM
DESIGNED BY: ML
CHECKED BY: ML
JOB NO.: 9894.002



LEGEND

- PROPERTY LINE
- PROPOSED CATCH BASIN
- PROPOSED ROADWAY
- EXISTING CHANNEL
- HYDRO SUBBASIN
- PROPOSED SWALE

NOTES

- RAINFALL INTENSITY (FROM NOAA):
5YR24HR = 0.077
100YR24HR = 0.137

Subbasin ID	Description	Area [ac]	c	Q5 [cfs]	Q100 [cfs]
E_01	Overall - Existing	11.95	0.30	0.28	0.49
P_01	Overall - Proposed	11.95	0.48	0.44	0.79



0 60' 120'
22x34 SHEETS = HORIZONTAL: 1"=60'
11x17 SHEETS = HORIZONTAL: 1"=120'

APPENDIX B – NOAA FREQUENCY ESTIMATES



NOAA Atlas 14, Volume 1, Version 5
Location name: Carson City, Nevada, USA*
Latitude: 39.1905°, Longitude: -119.732°
Elevation: 4693.97 ft**



* source: ESRI Maps
 ** source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps_&_aerials](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	1.18 (0.774-1.39)	1.46 (1.27-1.74)	1.96 (1.68-2.33)	2.44 (2.06-2.88)	3.19 (2.63-3.79)	3.89 (3.11-4.64)	4.73 (3.65-5.70)	5.72 (4.24-7.02)	7.31 (5.10-9.16)	8.74 (5.81-11.1)
10-min	0.900 (0.774-1.06)	1.12 (0.972-1.33)	1.49 (1.28-1.77)	1.85 (1.57-2.18)	2.43 (2.00-2.88)	2.96 (2.36-3.53)	3.59 (2.77-4.33)	4.35 (3.22-5.34)	5.56 (3.88-6.97)	6.65 (4.42-8.48)
15-min	0.744 (0.640-0.876)	0.924 (0.800-1.09)	1.23 (1.06-1.46)	1.53 (1.30-1.80)	2.01 (1.66-2.38)	2.45 (1.95-2.92)	2.97 (2.29-3.58)	3.60 (2.66-4.41)	4.59 (3.21-5.76)	5.50 (3.66-7.01)
30-min	0.498 (0.430-0.590)	0.622 (0.538-0.736)	0.830 (0.710-0.984)	1.03 (0.874-1.22)	1.35 (1.11-1.60)	1.65 (1.32-1.97)	2.00 (1.54-2.41)	2.42 (1.79-2.97)	3.09 (2.16-3.88)	3.70 (2.46-4.72)
60-min	0.309 (0.266-0.365)	0.384 (0.333-0.456)	0.513 (0.440-0.609)	0.636 (0.540-0.752)	0.836 (0.690-0.992)	1.02 (0.814-1.22)	1.24 (0.955-1.49)	1.50 (1.11-1.84)	1.91 (1.34-2.40)	2.29 (1.52-2.92)
2-hr	0.207 (0.184-0.238)	0.257 (0.228-0.294)	0.328 (0.289-0.374)	0.390 (0.340-0.446)	0.484 (0.412-0.556)	0.568 (0.472-0.660)	0.663 (0.536-0.778)	0.779 (0.609-0.928)	0.978 (0.730-1.21)	1.16 (0.838-1.48)
3-hr	0.165 (0.148-0.186)	0.206 (0.185-0.232)	0.258 (0.230-0.291)	0.301 (0.266-0.339)	0.361 (0.314-0.410)	0.414 (0.353-0.473)	0.472 (0.395-0.545)	0.546 (0.447-0.641)	0.668 (0.530-0.815)	0.785 (0.607-0.993)
6-hr	0.115 (0.103-0.128)	0.143 (0.129-0.161)	0.178 (0.159-0.199)	0.205 (0.182-0.230)	0.242 (0.212-0.273)	0.271 (0.235-0.308)	0.301 (0.256-0.345)	0.335 (0.279-0.389)	0.385 (0.312-0.454)	0.429 (0.340-0.515)
12-hr	0.075 (0.067-0.084)	0.094 (0.084-0.106)	0.119 (0.105-0.134)	0.138 (0.122-0.155)	0.164 (0.143-0.185)	0.184 (0.158-0.209)	0.204 (0.173-0.235)	0.225 (0.187-0.262)	0.253 (0.205-0.301)	0.275 (0.218-0.332)
24-hr	0.049 (0.044-0.054)	0.061 (0.055-0.068)	0.077 (0.070-0.085)	0.090 (0.081-0.099)	0.108 (0.097-0.119)	0.122 (0.109-0.135)	0.137 (0.121-0.152)	0.152 (0.133-0.170)	0.173 (0.149-0.195)	0.190 (0.162-0.216)
2-day	0.029 (0.026-0.033)	0.036 (0.033-0.041)	0.046 (0.042-0.052)	0.054 (0.049-0.061)	0.065 (0.058-0.074)	0.074 (0.065-0.084)	0.084 (0.073-0.095)	0.093 (0.081-0.107)	0.107 (0.091-0.124)	0.118 (0.099-0.138)
3-day	0.021 (0.019-0.024)	0.027 (0.024-0.030)	0.034 (0.031-0.039)	0.040 (0.036-0.045)	0.049 (0.043-0.055)	0.056 (0.049-0.063)	0.063 (0.055-0.072)	0.071 (0.061-0.081)	0.081 (0.069-0.094)	0.090 (0.075-0.105)
4-day	0.017 (0.015-0.020)	0.022 (0.019-0.025)	0.028 (0.025-0.032)	0.033 (0.029-0.038)	0.040 (0.036-0.046)	0.046 (0.040-0.053)	0.053 (0.045-0.060)	0.059 (0.050-0.068)	0.068 (0.057-0.079)	0.076 (0.063-0.089)
7-day	0.012 (0.010-0.013)	0.015 (0.013-0.016)	0.019 (0.017-0.021)	0.022 (0.020-0.025)	0.027 (0.024-0.031)	0.031 (0.027-0.035)	0.035 (0.030-0.040)	0.039 (0.034-0.045)	0.045 (0.038-0.052)	0.050 (0.041-0.058)
10-day	0.009 (0.008-0.010)	0.011 (0.010-0.013)	0.015 (0.013-0.017)	0.017 (0.015-0.020)	0.021 (0.018-0.024)	0.024 (0.021-0.027)	0.027 (0.023-0.030)	0.030 (0.026-0.034)	0.034 (0.029-0.039)	0.037 (0.031-0.043)
20-day	0.005 (0.005-0.006)	0.007 (0.006-0.008)	0.009 (0.008-0.010)	0.011 (0.009-0.012)	0.013 (0.011-0.014)	0.014 (0.012-0.016)	0.016 (0.014-0.018)	0.017 (0.015-0.020)	0.019 (0.017-0.022)	0.021 (0.018-0.024)
30-day	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.007 (0.006-0.008)	0.008 (0.007-0.009)	0.010 (0.008-0.011)	0.011 (0.009-0.012)	0.012 (0.010-0.013)	0.013 (0.011-0.015)	0.015 (0.013-0.017)	0.016 (0.013-0.018)
45-day	0.003 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.010 (0.009-0.011)	0.011 (0.009-0.012)	0.011 (0.010-0.013)
60-day	0.003 (0.003-0.003)	0.004 (0.003-0.004)	0.005 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.006-0.007)	0.007 (0.006-0.008)	0.008 (0.007-0.008)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.009 (0.008-0.010)

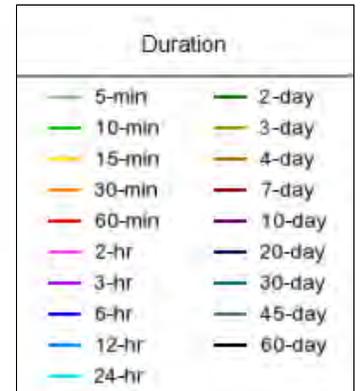
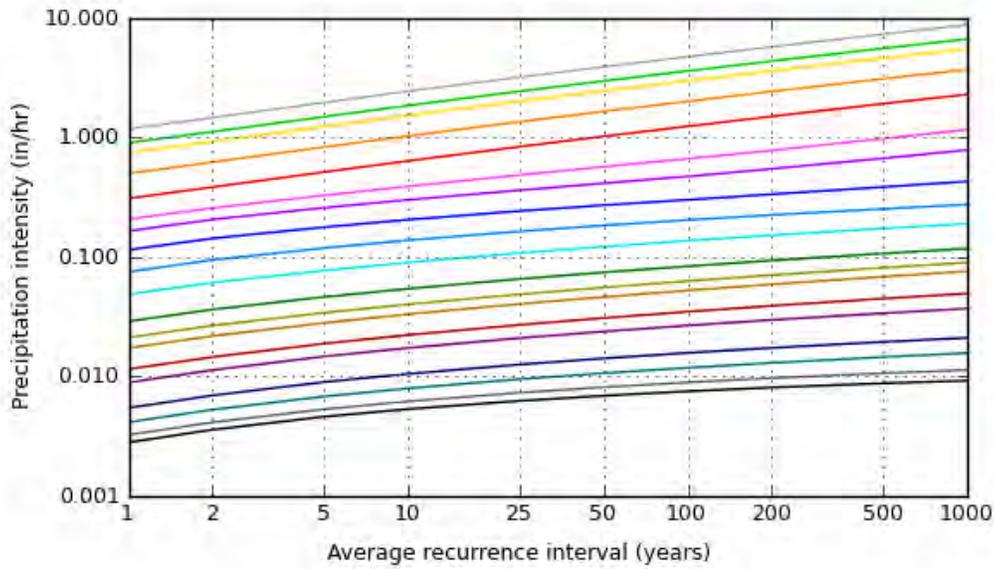
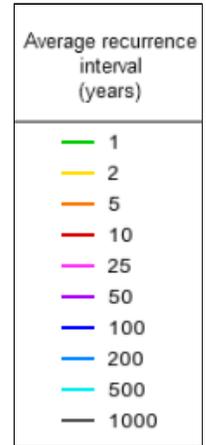
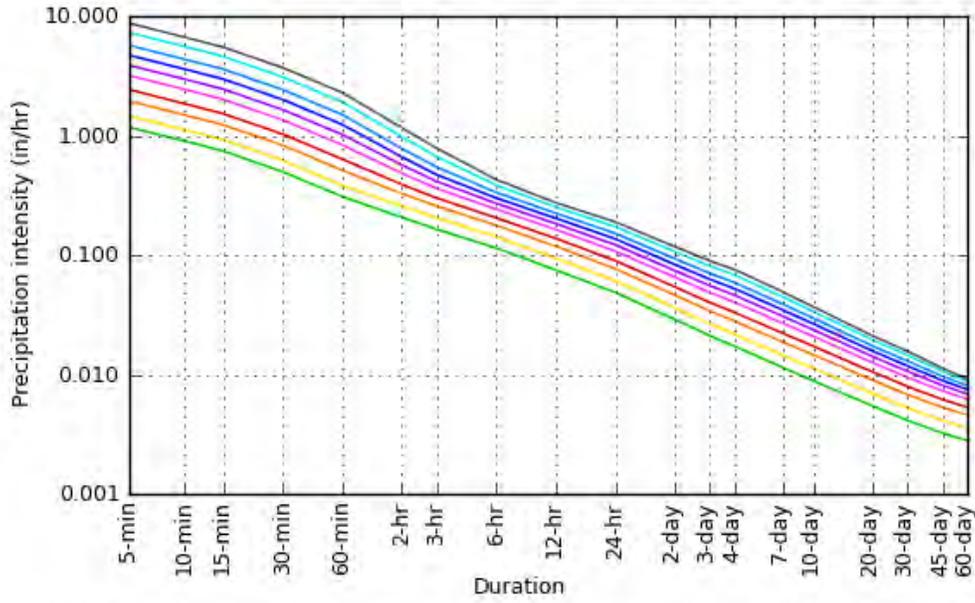
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

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PF graphical

PDS-based intensity-duration-frequency (IDF) curves

Latitude: 39.1905°, Longitude: -119.7320°



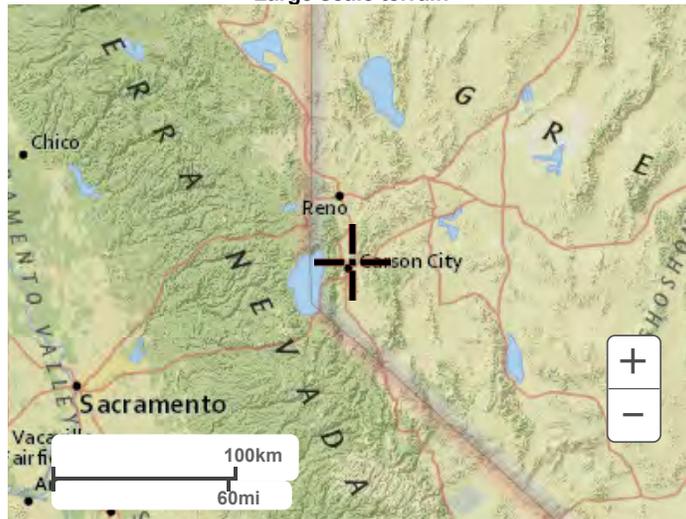
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Maps & aerials

Small scale terrain



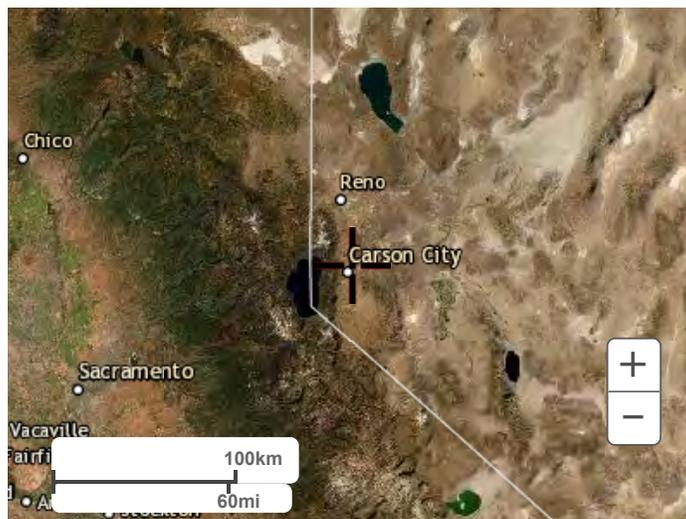
Large scale terrain



Large scale map



Large scale aerial



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1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)

APPENDIX C – FEMA FIRMETTE

APPENDIX D – Hydraulic and Flood Mitigation Analysis



Reno
9222 Prototype Drive
Reno, Nevada 89521
775.827.6111

August 6, 2020

JN 9894.001
Technical Memorandum

Mr. Robb Fellows, P.E.
Senior Project Manager - Stormwater
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

**Subject: Conceptual Hydraulic & Flood Mitigation Analysis
Longview Way Parcel (007-061-61)**

Introduction

This document is presented as a Conceptual Hydraulic Assessment and Flood Mitigation Analysis for the undeveloped property along Longview Way (APN 007-061-61) in Carson City, Nevada. A proposed subdivision layout for the 11.95-acre site, owned by Carson Adams, LLC, has gone through the Carson City Conceptual Map Review Process. At this meeting, the City requested a study to assess FEMA effective zones, current flood patterns, and flood mitigation measures. Subsequently, Lumos & Associates, Inc. (Lumos) conducted such a study in compliance with guidelines from Federal Emergency Management Agency (FEMA) and Carson City Development Standards.

Existing Site Conditions

The subject property is located along the Ash Canyon Creek alignment, approximately three miles upstream of US395. See Figure 1 for the project vicinity map. The creek alignment is routed along the south property line to Longview Way, where three 48" RCP culverts convey flow to the east. The project site naturally slopes to the east, with mild grades ranging from one to two percent. The property is bound by residential subdivisions to the north, east and south. Longview Way bounds the property to the east. Areas west of the site are currently undeveloped and contain the Ash Canyon Creek floodplain and alluvial fan area.

The project site and adjacent areas are located within Carson City FEMA FIRM panel 3200010091F (dated February 2014). An alluvial fan analysis was performed on Ash Canyon Creek in 2010 using the FAN computer program. Limits of the study spanned from the apex of the fan to Ormsby Boulevard. The FAN analysis was used to determine Zone AO and Zone X (shaded) boundaries in active areas. A separate HEC-RAS 4.1 analysis was also performed in 2010 to determine the Special Flood Hazard Areas (SFHA) spanning from US395 to approximately two miles upstream. The HEC-RAS 4.1 analysis in conjunction with observed high water marks from the 1997 flood was used to delineate SFHA boundaries of the channel and overland floodplain through the city limits. Of recent, the Anderson Ranch CLOMR was submitted to FEMA, and analyzes Vicee Canyon Cree, Ash Canyon Creek, and Kings Canyon Creek with limits similar to the 2010 study. The study was performed using HEC-RAS 2D with 2017 topographic data.

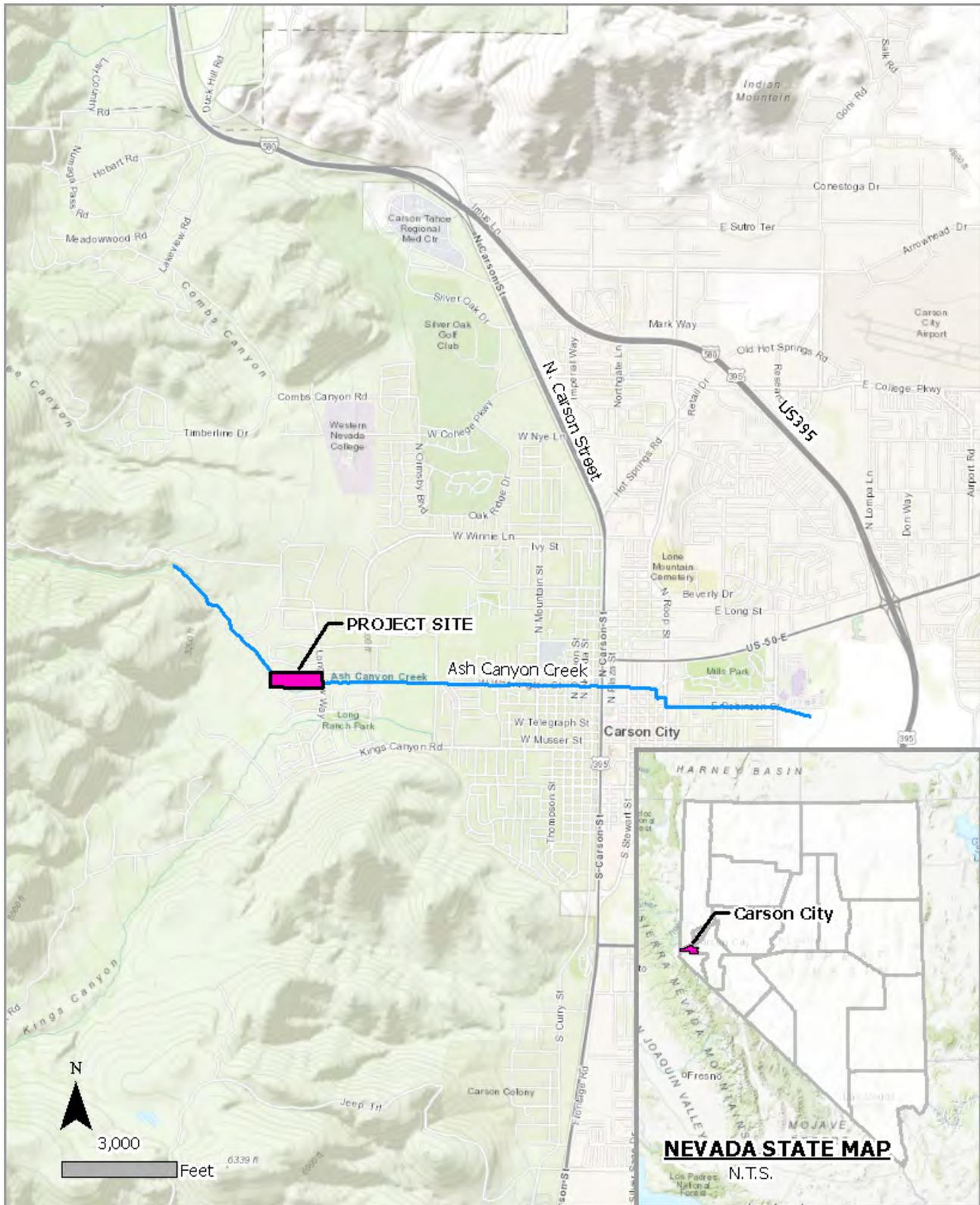


Figure 1: Project Vicinity Map

The property is currently mapped with a Special Flood Hazard Area Zone AE along the southern property boundary. Zone AE represents areas subject to flooding by the 1%-annual-chance flood using a detailed study to determine Base Flood Elevations (BFEs). Mapping depicts Longview Way overtopping during the Base Flood event. The western portion of the property is classified as Zone AO, with shallow flooding depths of 1 foot. The remaining area is mapped with Zone X (shaded) designations, representing areas within the 500-year floodplain or the 1%-annual chance flood with average depth less than one foot.

Hydrologic Data

Lumos referenced the *Hydrologic Analysis for Carson City Restudy – Flood Insurance Study (FIS)* prepared by HDR in June 2010. The report documents the effective FEMA FIS hydrologic data for Vicee Canyon Creek, Ash Canyon Creek and Kings Canyon Creek watersheds. The report established peak discharges for the 10-, 50-, 100- and 500-year storm events using HEC-1. Discharges from the study are accepted from this report, and are summarized in Table 1.

Table 1: Hydrologic Summary Table

Flooding Source	Location	Peak Discharges [cfs]			
		10% Annual Chance	2% Annual Chance	1% Annual Chance	0.2% Annual Chance
Ash Canyon Creek	Above Longview Way	269	762	1065	2092

Existing Hydraulic Assessment

The 2020 Anderson Ranch hydraulic model was obtained from the City as reference material. The model was constructed using U.S. Army Corps of Engineers’ Hydrologic Engineering Center’s River analysis System (HEC-RAS) 2D modeling software. The study analyzed Vicee Canyon Creek, Ash Canyon Creek, and Kings Canyon Creek with study limits spanning from US395 to approximately two miles upstream.

Lumos referenced the model and FEMA mapping for the assessment of Ash Canyon Creek and impacts to the Longview Way property. Due to the characteristic flooding patterns of the wide, shallow floodplain, a two-dimensional (2D) analysis was selected to best evaluate the Longview parcel property. Lumos developed a new existing conditions model using HEC-RAS 2D Version 5.0.7. The model was constructed in accordance with FEMA’s Guidelines and Specifications for Flood Hazard Mapping. The upstream limit of study is just upstream of the northwest corner of the project site. The downstream limit of study ends near FEMA effective Section C, approximately 300 feet downstream from the project site. See Figure 2 for the study limits.

Model geometry was created using computational grids with 20-ft cell spacing in most overland flow areas. Breakline definition was added to define high ground, align cells perpendicular to flow, and provide additional cell definition in critical areas such as main reach alignments. The Longview Way culverts were model as a SA/2D Area Connection comprised of a weir with culvert structures. Culvert parameters were maintained from the effective FEMA model. Spatially varied Manning’s roughness layers were incorporated into the geometry. Roughness values were assigned according to Table 2.

Table 2: 2D Manning’s Roughness Coefficients

Land Use	2D Manning’s Roughness Coefficient
Main Channel	0.070
Residential	0.065
Paved Roadways	0.030
Open Space near Residential	0.100
Native Shrub/Brush	0.090

Terrain data from 2017 was obtained from Carson City, as used in the Anderson Ranch hydraulic model. Model data is projected in the horizontal coordinate system of NAD 1983 Nevada State Plane West Zone and the vertical coordinate system of NAVD 88.

The downstream boundary condition was set to normal depth with a slope of 0.02 ft/ft. A flow hydrograph defines the upstream boundary condition. Diffusion Wave equation set was selected for the model and implicit weighting factor, ‘theta’, was reduced to 0.6. The plan uses a varying time step, based on the Courant number set to a minimum of 1 and maximum of 2.

Results from the model provides BFEs along the main Ash Canyon Creek alignment. The entire 100-year flow is confined to the main channel area and overbank open space area to the south. The inundation limits compare closely to the Zone AE effective mapping. Depths in the main channel range from 2 to 7.6 feet. Overbank areas are typically less than two feet of depth. Refer to Figure 2 for inundation mapping of the existing conditions model.

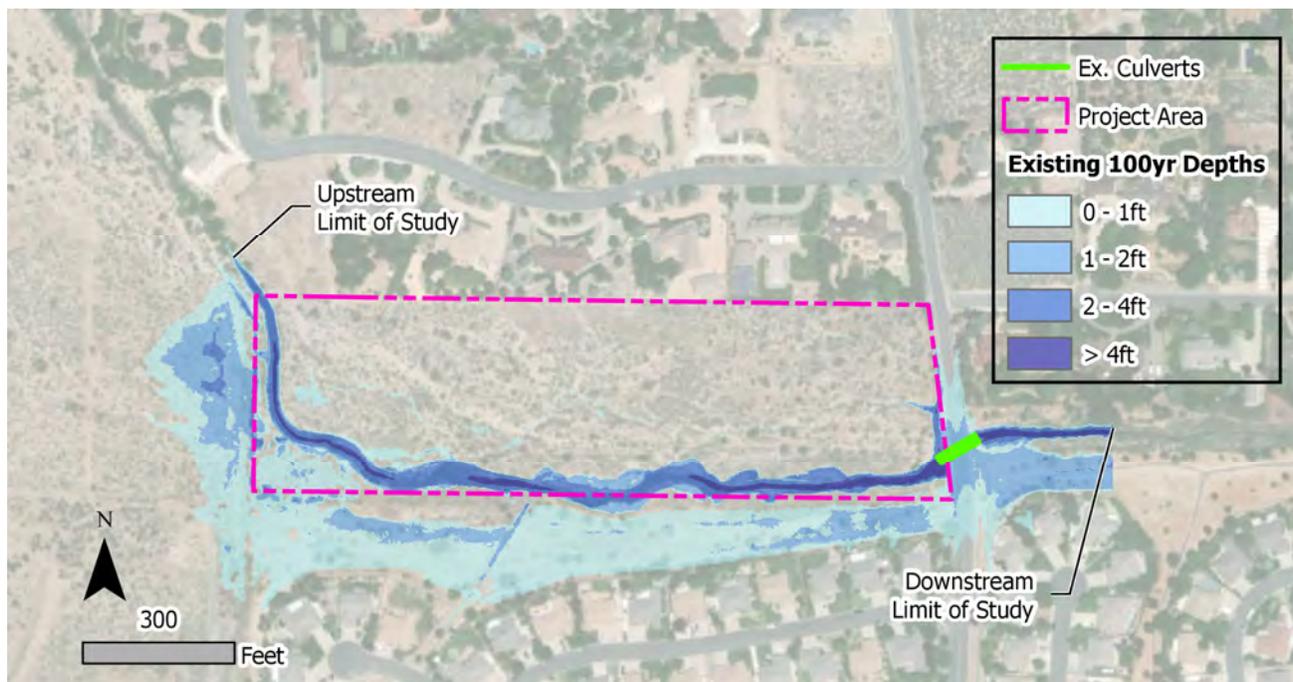


Figure 2: Model 1 – Existing Inundation Mapping

Flood Mitigation Analysis

Potential flood mitigation measures were analyzed by developing a proposed conditions model. The model terrain was based upon a conceptual grading plan produced by Lumos in August 2020. The grading plan was created for purposes of modeling channel conveyance options exclusively. Finish grades presented through the project site do not represent the final grading scheme. A final grading plan will be required to meet City requirement for development adjacent to a floodplain. To prevent flooding impacts to the development, a channel is proposed west of the residential area. The perimeter swale will collect flow generated from the west portion of the property and nuisance flow from the north. The channel is routed to convey stormwater to the main Ash Canyon Creek alignment. To provide redundant mitigation measures due to proximity of the existing alluvial fan, a berm will be designed with limits shown in Figure 3. The berm will function to provide the best use of the land for the proposed open space use. Grading of the berm shall not create a levee situation, as the adjacent pad will be elevated and slope gently to the east, towards the proposed channel. The berm provide additional freeboard from the creek, and will function with the central channel to provide layering protection for the proposed development. Figure 3 below shows flood mapping for the proposed flood mitigation measures. A conceptual flood mitigation plan is enclosed with this report.

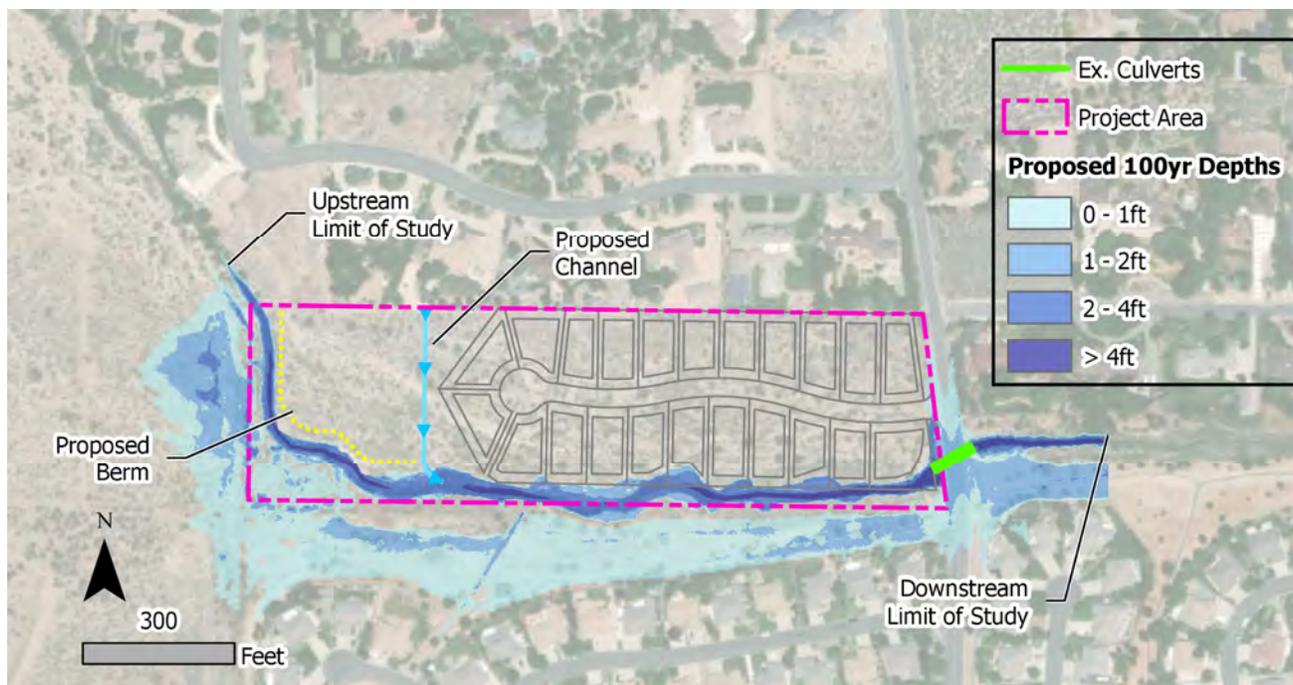


Figure 3: Flood Mitigation Results

Future studies will need to consider the stability of Ash Canyon Creek. A stabilization design will be required as results from this conceptual study show high velocities in the main channel of Ash Canyon Creek. Velocities in this region range from 8 to 12 feet per second. A final grading plan will also be required to meet all City requirements for development adjacent to a floodplain. Stormwater conveyance facilities should be appropriately designed to convey water through the site. The final grading scheme should ensure house pad elevations are set a minimum of two feet above BFE's, per Carson City requirements. Should water surface elevations increase more than one foot in the proposed condition, a FEMA CLOMR/LOMR application process will be required.

Results from this study prove the floodplain is confined to the main channel and overbank area to the south. The proposed mitigation elements outlined will provide redundant measures to protect the developed portion of the property. The analysis has been conducted in compliance with the drainage guidelines for FEMA and Carson City Development Code.

References

- Federal Emergency Management Agency. (February 19, 2014). *Flood Insurance Rate Map*. Carson City, Nevada.: Map Number 3200010091F.
- Federal Emergency Management Agency. (June 20, 2019). *Flood Insurance Study*. Carson City, Nevada: Flood Insurance Study Number 320001V000D. Version Number 2.3.3.0.
- HDR, Inc. (2010). *Hydrologic Analyses for Carson City Restudy, Flood Insurance Study*. Folsom.
- United States Army Corps of Engineers - Hydrologic Engineering Center. (March 2019). River Analysis System (HEC-RAS). *Version 5.0.7* (Version 5.0.7). Davis, California: Computer Software. Retrieved from <https://www.hec.usace.army.mil/software/hecras/download.aspx>

If you have any questions, please do not hesitate to contact me at 775.827.6111.

Sincerely,

Kristin Kramer, P.E.
Staff Engineer

Justin Sand, P.E.
Project Manager

Encl.: FEMA FIRMette
Floodplain Mitigation Exhibit

National Flood Hazard Layer FIRMette



39°10'22.08"N
119°48'0.22"W



USGS The National Map: Orthoimagery, Data refreshed April, 2019.

39°9'54.18"N
119°47'22.76"W

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

- OTHER AREAS OF FLOOD HAZARD**
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
 - Future Conditions 1% Annual Chance Flood Hazard *Zone X*
 - Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
 - Area with Flood Risk due to Levee *Zone D*

- OTHER AREAS**
- Area of Minimal Flood Hazard *Zone X*
 - Effective LOMRs
 - Area of Undetermined Flood Hazard *Zone D*
- GENERAL STRUCTURES**
- Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall

- OTHER FEATURES**
- Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature

- MAP PANELS**
- Digital Data Available
 - No Digital Data Available
 - Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **4/24/2020 at 3:46:52 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Appendix I

Master Plan Policy Checklist



Master Plan Policy Checklist

Conceptual & Tentative Subdivisions, PUD's & Parcel Maps

PURPOSE

The purpose of a development checklist is to provide a list of questions that address whether a development proposal is in conformance with the goals and objectives of the 2006 Carson City Master Plan that are related to subdivisions of property. This checklist is designed for developers, staff, and decision-makers and is intended to be used as a guide only.

Development Name: _____

Reviewed By: _____

Date of Review: _____

DEVELOPMENT CHECKLIST

The following five themes are those themes that appear in the Carson City Master Plan and which reflect the community's vision at a broad policy level. Each theme looks at how a proposed development can help achieve the goals of the Carson City Master Plan. A check mark indicates that the proposed development meets the applicable Master Plan policy. The Policy Number is indicated at the end of each policy statement summary. Refer to the Comprehensive Master Plan for complete policy language.

CHAPTER 3: A BALANCED LAND USE PATTERN



The Carson City Master Plan seeks to establish a balance of land uses within the community by providing employment opportunities, a diverse choice of housing, recreational opportunities, and retail services.

Is or does the proposed development:

- Consistent with the Master Plan Land Use Map in location and density?
- Meet the provisions of the Growth Management Ordinance (1.1d, Municipal Code 18.12)?
- Encourage the use of sustainable building materials and construction techniques to promote water and energy conservation (1.1e, f)?
- Located in a priority infill development area (1.2a)?
- Provide pathway connections and easements consistent with the adopted Unified Pathways Master Plan and maintain access to adjacent public lands (1.4a)?

- Encourage cluster development techniques, particularly at the urban interface with surrounding public lands, as appropriate, and protect distinctive site features (1.4b, c, 3.2a)?
- At adjacent county boundaries, coordinated with adjacent existing or planned development with regards to compatibility, access and amenities (1.5a)?
- Located to be adequately served by city services including fire and sheriff services, and coordinated with the School District to ensure the adequate provision of schools (1.5d)?
- In identified Mixed-Use areas, promote mixed-use development patterns as appropriate for the surrounding context consistent with the land use descriptions of the applicable Mixed-Use designation, and meet the intent of the Mixed-Use Evaluation Criteria (2.1b, 2.2b, 2.3b, Land Use Districts, Appendix C)?
- Provide a variety of housing models and densities within the urbanized area appropriate to the development size, location and surrounding neighborhood context (2.2a, 9.1a)?
- Protect environmentally sensitive areas through proper setbacks, dedication, or other mechanisms (3.1b)?
- If at the urban interface, provide multiple access points, maintain defensible space (for fires) and are constructed of fire resistant materials (3.3b)?
- Sited outside the primary floodplain and away from geologic hazard areas or follow the required setbacks or other mitigation measures (3.3d, e)?
- Provide for levels of services (i.e. water, sewer, road improvements, sidewalks, etc.) consistent with the Land Use designation and adequate for the proposed development (Land Use table descriptions)?
- If located within an identified Specific Plan Area (SPA), meet the applicable policies of that SPA (Land Use Map, Chapter 8)?

CHAPTER 4: EQUITABLE DISTRIBUTION OF RECREATIONAL OPPORTUNITIES



The Carson City Master Plan seeks to continue providing a diverse range of park and recreational opportunities to include facilities and programming for all ages and varying interests to serve both existing and future neighborhoods.

Is or does the proposed development:

- Provide park facilities commensurate with the demand created and consistent with the City's adopted standards (4.1b, c)?
- Consistent with the Open Space Master Plan and Carson River Master Plan (4.3a)?

CHAPTER 5: ECONOMIC VITALITY



The Carson City Master Plan seeks to maintain its strong diversified economic base by promoting principles which focus on retaining and enhancing the strong employment base, include a broader range of retail services in targeted areas, and include the roles of technology, tourism, recreational amenities, and other economic strengths vital to a successful community.

Is or does the proposed development:

- Incorporating public facilities and amenities that will improve residents' quality of life (5.5e)?
- Promote revitalization of the Downtown core (5.6a)?
- Incorporate additional housing in and around Downtown, including lofts, condominiums, duplexes, live-work units (5.6c)?

CHAPTER 6: LIVABLE NEIGHBORHOODS AND ACTIVITY CENTERS



The Carson City Master Plan seeks to promote safe, attractive and diverse neighborhoods, compact mixed-use activity centers, and a vibrant, pedestrian-friendly Downtown.

Is or does the proposed development:

- Promote variety and visual interest through the incorporation of varied lot sizes, building styles and colors, garage orientation and other features (6.1b)?
- Provide variety and visual interest through the incorporation of well-articulated building facades, clearly identified entrances and pedestrian connections, landscaping and other features consistent with the Development Standards (6.1c)?
- Provide appropriate height, density and setback transitions and connectivity to surrounding development to ensure compatibility with surrounding development for infill projects or adjacent to existing rural neighborhoods (6.2a, 9.3b 9.4a)?
- If located in an identified Mixed-Use Activity Center area, contain the appropriate mix, size and density of land uses consistent with the Mixed-Use district policies (7.1a, b)?
- If located Downtown:
 - Integrate an appropriate mix and density of uses (8.1a, e)?
 - Include buildings at the appropriate scale for the applicable Downtown Character Area (8.1b)?
 - Incorporate appropriate public spaces, plazas and other amenities (8.1d)?

CHAPTER 7: A CONNECTED CITY



The Carson City Master Plan seeks promote a sense of community by linking its many neighborhoods, employment areas, activity centers, parks, recreational amenities and schools with an extensive system of interconnected roadways, multi-use pathways, bicycle facilities, and sidewalks.

Is or does the proposed development:

- Promote transit-supportive development patterns (e.g. mixed-use, pedestrian-oriented, higher density) along major travel corridors to facilitate future transit (11.2b)?
- Maintain and enhance roadway connections and networks consistent with the Transportation Master Plan (11.2c)?
- Provide appropriate pathways through the development and to surrounding lands, including parks and public lands, consistent with the Unified Pathways Master Plan (12.1a, c)?

Appendix J

Street Name Reservation

Appendix K

Property Tax Documentation

Carson City Property Inquiry

Property Information			
Parcel ID	007-061-61	Parcel Acreage	11,9500
Tax Year	2020	Assessed Value	95,668
Land Use Group	VAC	Tax Rate	3.5700
Land Use	120 - Vacant - Single Family Residential	Total Tax	\$2,181.07
Zoning	SF1A	Fiscal Year (2020 - 2021)	
Tax District	024	Total Unpaid All Years	\$0.00
Site Address	LONGVIEW WY		
Pay Taxes			

No Sketches or Photos

Assessments				
Taxable Value	Land	Building	Per. Property	Totals
Residential	273,338	0	0	273,338
Com / Ind.	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Pers. Exempt				0
Total	273,338	0	0	273,338
Assessed Value	Land	Building	Per. Property	Totals
Residential	95,668	0	0	95,668
Com / Ind.	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Pers. Exempt				0
Total	95,668	0	0	95,668
	New Land	New Const.	New P.P.	Omit Bldg
Residential	0	0	0	0
Com / Ind.	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Totals	0	0	0	0

Assessor Descriptions					
Assessor Descriptions	Subdivision Name	Section	Township	Range	Block & Lot
PORTION OF MAP 727		13	T15N	R19E	

No Personal Exemptions

Billing Fiscal Year (2020 - 2021)								
Installment	Date Due	Date Paid	Tax Billed	Cost Billed	Penalty/Interest	Total Due	Amount Paid	Total Unpaid
1	8/17/2020	7/31/2020	\$545.53	\$0.00	\$0.00	\$545.53	\$545.53	\$0.00
2	10/5/2020	7/31/2020	\$545.18	\$0.00	\$0.00	\$545.18	\$545.18	\$0.00
3	1/4/2021	7/31/2020	\$545.18	\$0.00	\$0.00	\$545.18	\$545.18	\$0.00
4	3/1/2021	7/31/2020	\$545.18	\$0.00	\$0.00	\$545.18	\$545.18	\$0.00
Total			\$2,181.07	\$0.00	\$0.00	\$2,181.07	\$2,181.07	\$0.00

Payment History					
	Fiscal Year	Total Due	Total Paid	Amount Unpaid	Date Paid
+	(2020 - 2021)	\$2,181.07	\$2,181.07	\$0.00	7/31/2020
+	(2019 - 2020)	\$2,105.28	\$2,105.28	\$0.00	7/30/2019
+	(2018 - 2019)	\$2,008.86	\$2,008.86	\$0.00	8/7/2018
<input type="button" value="Show 22 More"/>					

Related Names	
CURRENT OWNER FOR 2021 (2021 - 2022) Name ADAMS CARSON LLC, Mailing 5598 N EAGLE RD STE 102 Address BOISE, ID, 83713-0000 Status Current Account	OWNER FOR 2020 (2020 - 2021) Name ADAMS CARSON LLC, Mailing 5598 N EAGLE RD STE 102 Address BOISE, ID, 83713-0000 Status Current Account

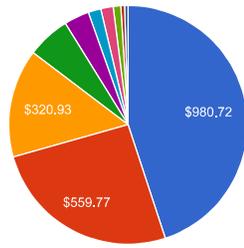
No Structure Information

No Sales History Information

No Genealogy Information

Taxing Entities

Tax Entity	Tax Rate	Amount
CITY OPER.	1.9622	\$980.72
SCHOOL OPER.	0.7500	\$559.77
SCH. DEBT (V)	0.4300	\$320.93
STATE OF NV	0.1700	\$126.89
MEDICAL INDG	0.1000	\$74.64
CAP.PROJ. (L)	0.0500	\$37.31
SR. CIT.	0.0500	\$37.31
SUB-CONSERV.	0.0300	\$22.39
ACCIDENT INDG	0.0150	\$11.20
CO-OP EXT.	0.0128	\$9.56
Tax Entity Total	3.5700	\$2,180.72
EAGLE VLY GRND WTR	0.0000	\$0.35
Special Assessment Total	0.0000	\$0.35
Year Total	3.5700	\$2,181.07



- CITY OPER.
- SCHOOL OPER.
- SCH. DEBT (V)
- STATE OF NV
- MEDICAL INDG
- CAP.PROJ. (L)
- SR. CIT.
- SUB-CONSERV.
- ACCIDENT INDG
- CO-OP EXT.
- Other

Carson City Planning Division
108 E. Proctor Street • Carson City NV 89701
Phone: (775) 887-2180 • E-mail: planning@carson.org

FOR OFFICE USE ONLY:
CCMC 17.07 and 17.09

FILE #

**TENTATIVE MAP FOR A
PLANNED UNIT DEVELOPMENT**

APPLICANT PHONE #
Adams Carson, LLC (208) 863-7007

FEE*: \$3,450.00 + noticing fee

*Due after application is deemed complete by staff

MAILING ADDRESS, CITY, STATE, ZIP
5598 N. Eagle Road, Suite 102, Boise ID 83713

EMAIL
sneighbors@strategicsos.com

SUBMITTAL PACKET – 5 Complete Packets (1 Unbound Original and 4 Copies) including:

- Application Form including Applicant's Acknowledgment
- Property Owner Affidavit
- Copy of Conceptual Planned Unit Development Letter
- Detailed Written Project Description
- Building Elevations
- Proposed Street Names
- Master Plan Policy Checklist
- Draft CC&Rs
- Wet Stamped Tentative Map (24" x 36")
- Reduced Tentative Map (11" x 17")
- Conceptual Drainage Study
- Geotechnical Report
- Traffic Study (if applicable)
- Documentation of Taxes Paid to Date

PROPERTY OWNER PHONE #
Adams Carson, LLC

MAILING ADDRESS, CITY, STATE, ZIP
same as above

EMAIL
same as above

CD or USB DRIVE with complete application in PDF

STATE AGENCY SUBMITTAL including:

- 2 Wet-stamped copies of Tentative Map (24" x 36")
- Check made out to NDEP for \$400.00 + \$3/lot
- Check made out to Division of Water Resources for \$180.00 + \$1/lot

APPLICANT AGENT/REPRESENTATIVE PHONE #
Lumos and Associates/Susan Pansky Planning (775) 883-7077/(775) 250-7981

MAILING ADDRESS, CITY, STATE, ZIP
308 N. Curry St., Suite 200, Carson City NV 89703

EMAIL
sdpansky@gmail.com/miaack@lumosinc.com

Application Reviewed and Received By:

Project's Assessor Parcel Number(s)
007-061-61

Project's Street Address
Longview Way

Nearest Major Cross Street(s)
Longview Way/West Washington Street

Project's Master Plan Designation
Low Density Residential (LDR)

Project's Current Zoning
Single Family One-Acre (SF1A)

Submission Deadline: Planning Commission application submittal [schedule](#).

Note: Submittals must be of sufficient clarity and detail for all departments to adequately review the request. Additional information may be required.

Project Name
Adams Estates

Total Project Area
11.95 acres

Number of Lots
12

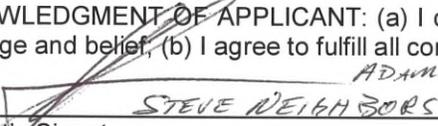
Smallest Parcel Size
29,300 sf

Please provide a brief description of your project below including specific modifications to Carson City's land use regulations requested as a part of this application. Provide additional pages to describe your request in more detail.

Planned Unit Development for 12 single family residential lots ranging in size from 29,300 to 34,346 square feet with approximately 3.75 acres of open space.

NOTE: If your project is located within the Historic District or airport area, it may need to be scheduled before the Historic Resources Commission or the Airport Authority in addition to being scheduled for review by the Planning Commission. Planning staff can help you make this determination.

ACKNOWLEDGMENT OF APPLICANT: (a) I certify that the foregoing statements are true and correct to the best of my knowledge and belief, (b) I agree to fulfill all conditions established by the Board of Supervisors.


Applicant's Signature

April 12, 2021

Date

PROPERTY OWNER'S AFFIDAVIT

I, Steve Neighbors of Adams Carson, LLC, being duly deposed, do hereby affirm that I am the record owner of the
(Print Name)

subject property located at Longview Way 007-061-61, and that I have knowledge of, and I agree to, the
(Property Address and APN)

filing of this Tentative Planned Unit Development application.

Adams Carson, LLC
By STEVE NEIGHBORS 5598 N. Eagle Rd. Boise, ID 83713 4/12/2021
Signature MANAGER. Address Date

Use additional page(s) if necessary for other names.

STATE OF ~~NEVADA~~ Idaho)
COUNTY, Ada)

On April 12, 2021, personally appeared before me, a notary public,
Steve Neighbors, personally known (or proved) to me to be the person whose name is
subscribed to the foregoing document and who acknowledged to me that
he/she executed the foregoing document.

Tina Elmlad
Notary Public

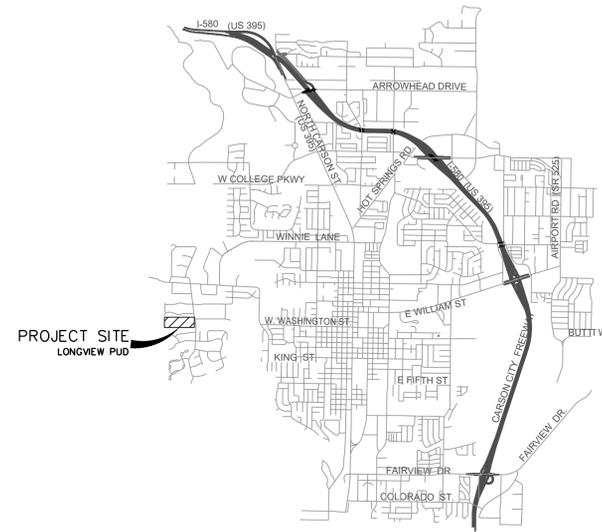


ADAMS ESTATES PLANNED UNIT DEVELOPMENT TENTATIVE SUBDIVISION MAP

APN: 007-061-61



LOCATION MAP



VICINITY MAP

OWNER

ADAMS CARSON LLC
5598 N. EAGLE ROAD SUITE 102
BOISE, IDAHO 83713
TEL.: (208) 562-4100

ENGINEER

308 N. CURRY ST., STE. 200
CARSON CITY, NEVADA 89703
TEL: 775.883.7077

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD83(94) CARSON CITY DATUM BASED UPON REAL TIME KINEMATIC GPS OBSERVATIONS, OBSERVED 11/16/2020 USING A SURVEY GRADE DUAL FREQUENCY GPS RECEIVER FROM C0059 CONTROL MONUMENT MODIFIED BY A COMBINED FACTOR OF 1.0002, SCALED FROM 0.00N, 0.00E AND CONVERTED TO U.S. SURVEY FEET. ALL DIMENSIONS ON THIS MAP ARE GROUND DISTANCES.

BASIS OF ELEVATIONS

DATUM: NAVD 88
 PROJECT BENCHMARK = CC042 CONTROL MONUMENT HAVING AN ELEVATION OF 4822.82'



Know what's below.
 Call before you dig.

SHEET INDEX:

TITLE SHEET	C1.0
TENTATIVE MAP	TM1-TM2
EX. SITE PLAN	C2.0
PROPOSED SITE AND UTILITY PLAN	C3.0
CONCEPTUAL GRADING PLAN	C4.0
CONCEPTUAL GRADING PLAN	C4.1
EROSION CONTROL PLAN	C5.0
CONCEPTUAL LANDSCAPE PLAN	L1.0



308 N. CURRY ST., STE. 200
 CARSON CITY, NV 89703
 TEL: 775.883.7077
 WWW.LUMOSINC.COM

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ADAMS CARSON, LLC
ADAMS ESTATES
TENTATIVE SUBDIVISION MAP
TITLE SHEET

REV.	DATE	DESCRIPTION

PRELIMINARY
NOT FOR CONSTRUCTION

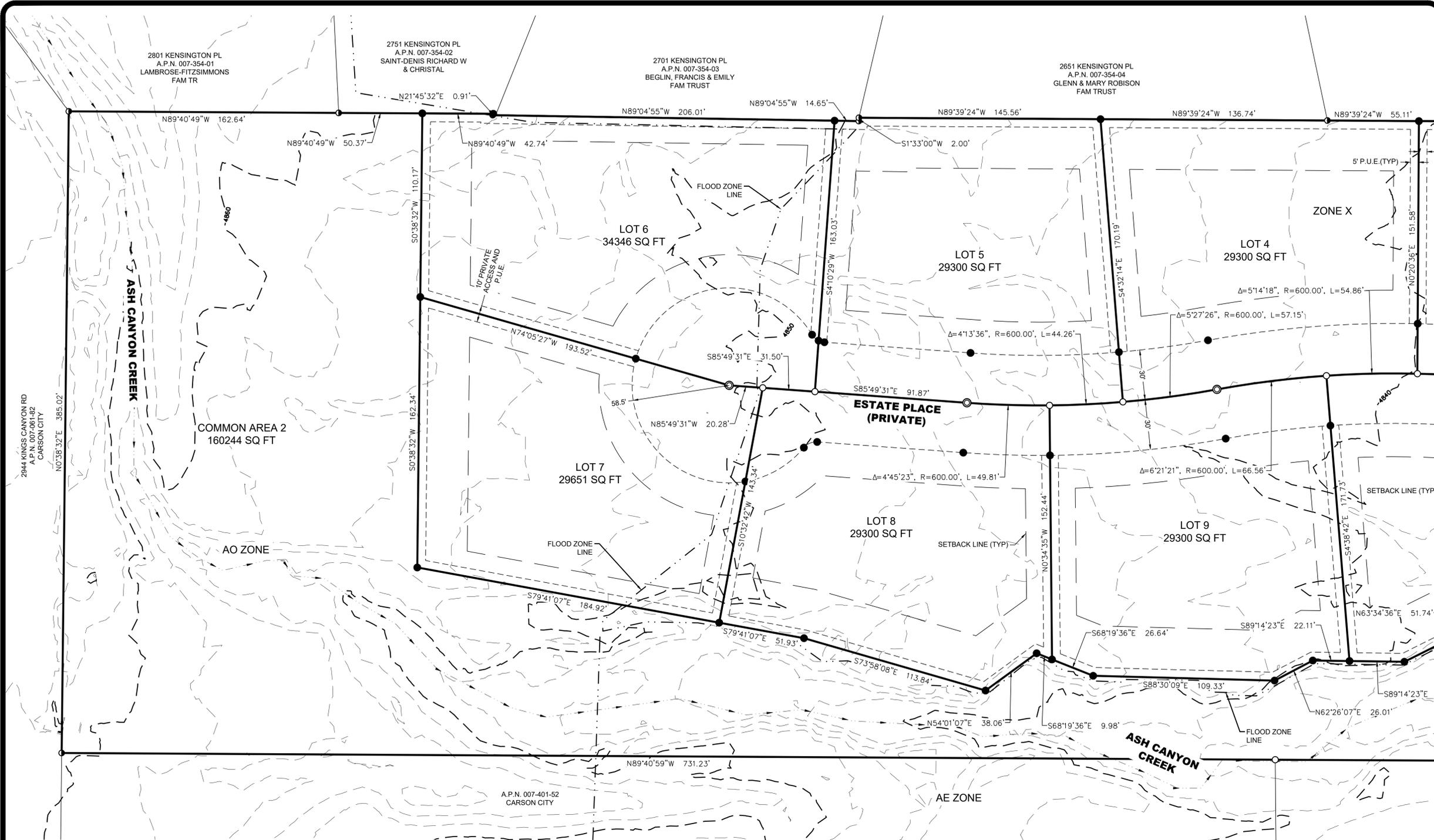
BAR IS 1 INCH ON ORIGINAL DRAWING
 0 N/A

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

C1.0

DRAWN BY: HLM
 DESIGNED BY: ML
 CHECKED BY: ML
 JOB NO.: 9894.002

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VICINITY MAP
NOT TO SCALE

PROPERTY OWNER:

ADAMS CARSON, LLC
5598 N. EAGLE ROAD, SUITE 102
BOISE, IDAHO 83713

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD83(94) CARSON CITY DATUM BASED UPON REAL TIME KINEMATIC GPS OBSERVATIONS, OBSERVED 11/16/2020 USING A SURVEY GRADE DUAL FREQUENCY GPS RECEIVER FROM CC059 CONTROL MONUMENT MODIFIED BY A COMBINED FACTOR OF 1.0002, SCALED FROM 0.00N, 0.00E AND CONVERTED TO U.S. SURVEY FEET. ALL DIMENSIONS ON THIS MAP ARE GROUND DISTANCES.

BASIS OF ELEVATIONS

DATUM: NAVD 88
PROJECT BENCHMARK = CC042 CONTROL MONUMENT HAVING AN ELEVATION OF 4822.82'

REFERENCES

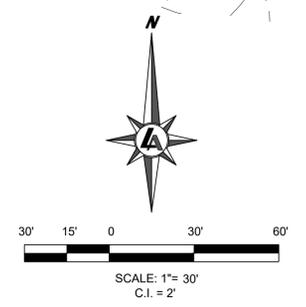
R1) RECORD OF SURVEY - BOUNDARY LINE ADJUSTMENT MAP NO. 2332, FILE NO. 239027, RECORDED AUGUST 18, 1999, OFFICIAL RECORDS OF CARSON CITY, STATE OF NEVADA.

AREA

- LOT 1: 29,300 SQ FT
- LOT 2: 29,300 SQ FT
- LOT 3: 29,300 SQ FT
- LOT 4: 29,300 SQ FT
- LOT 5: 29,300 SQ FT
- LOT 6: 34,346 SQ FT
- LOT 7: 29,651 SQ FT
- LOT 8: 29,300 SQ FT
- LOT 9: 29,300 SQ FT
- LOT 10: 29,300 SQ FT
- LOT 11: 29,300 SQ FT
- LOT 12: 29,300 SQ FT
- COMMON AREA 1: 3218 SQ FT
- COMMON AREA 2: 160,244 SQ FT

TOTAL LOT AREA: 8.20± ACRES OR 356,997 SQ FT
TOTAL COMMON AREA: 3.75± ACRES OR 163,462 SQ FT

TOTAL OVERALL: 11.95± ACRES OR 520,459 SQ FT



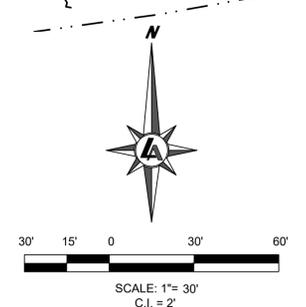
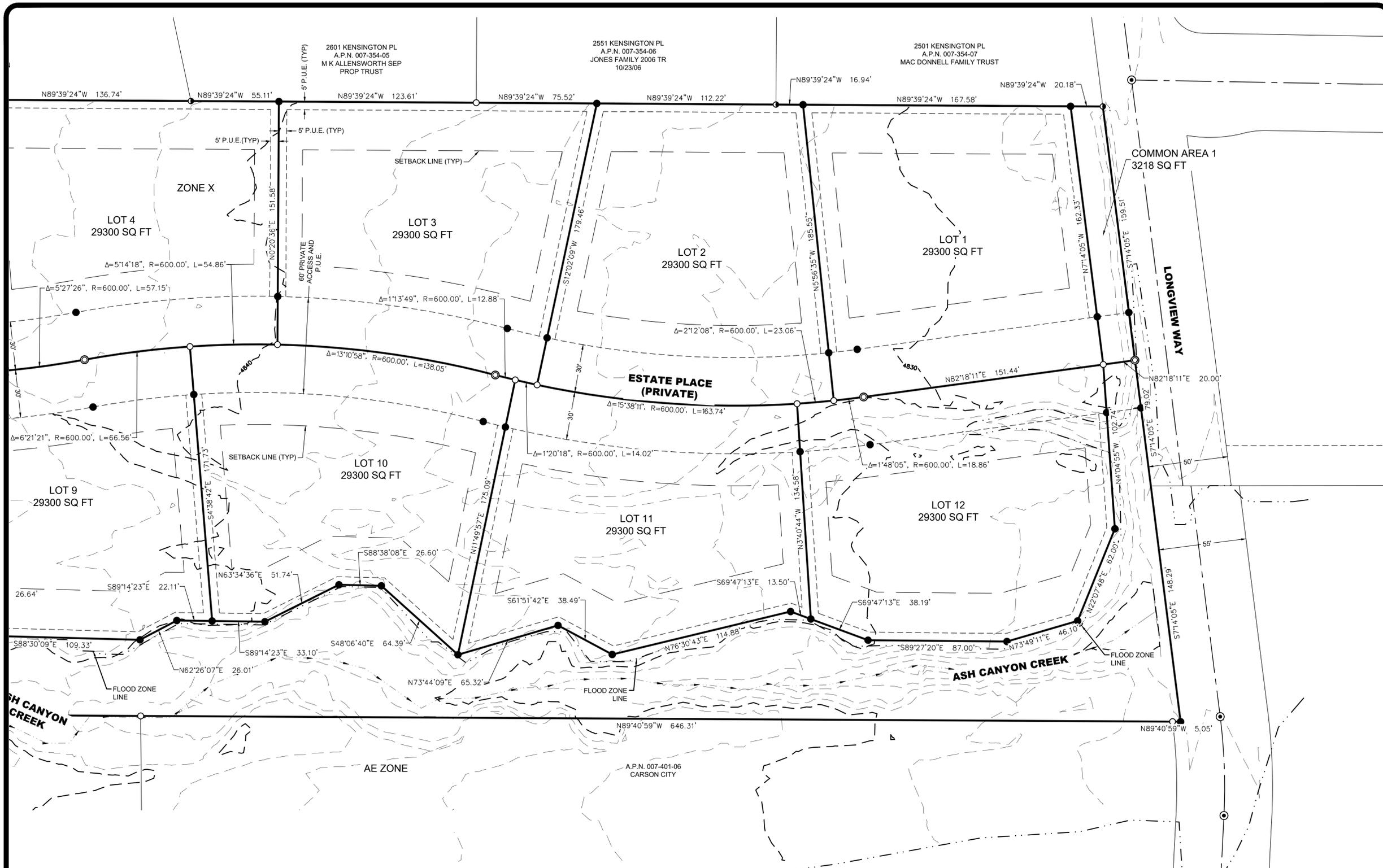
TENTATIVE MAP
OF
ADAMS ESTATES
FOR
ADAMS CARSON, LLC

BEING A PORTION OF THE N 1/2 OF THE NE 1/4 OF SECTION 13
TOWNSHIP 15 NORTH, RANGE 19 EAST, M.D.M.

CARSON CITY STATE OF NEVADA

LUMOS & ASSOCIATES
308 N. CURRY ST., SUITE 200
CARSON CITY, NV 89703
TEL (775) 883-7077
LUMOSINC.COM

Drawn By: DGN
Sheet: 1 of 2
Job No.: 9894.002
Drawing No.: 9894002TM



TENTATIVE MAP
OF
ADAMS ESTATES
FOR
ADAMS CARSON, LLC

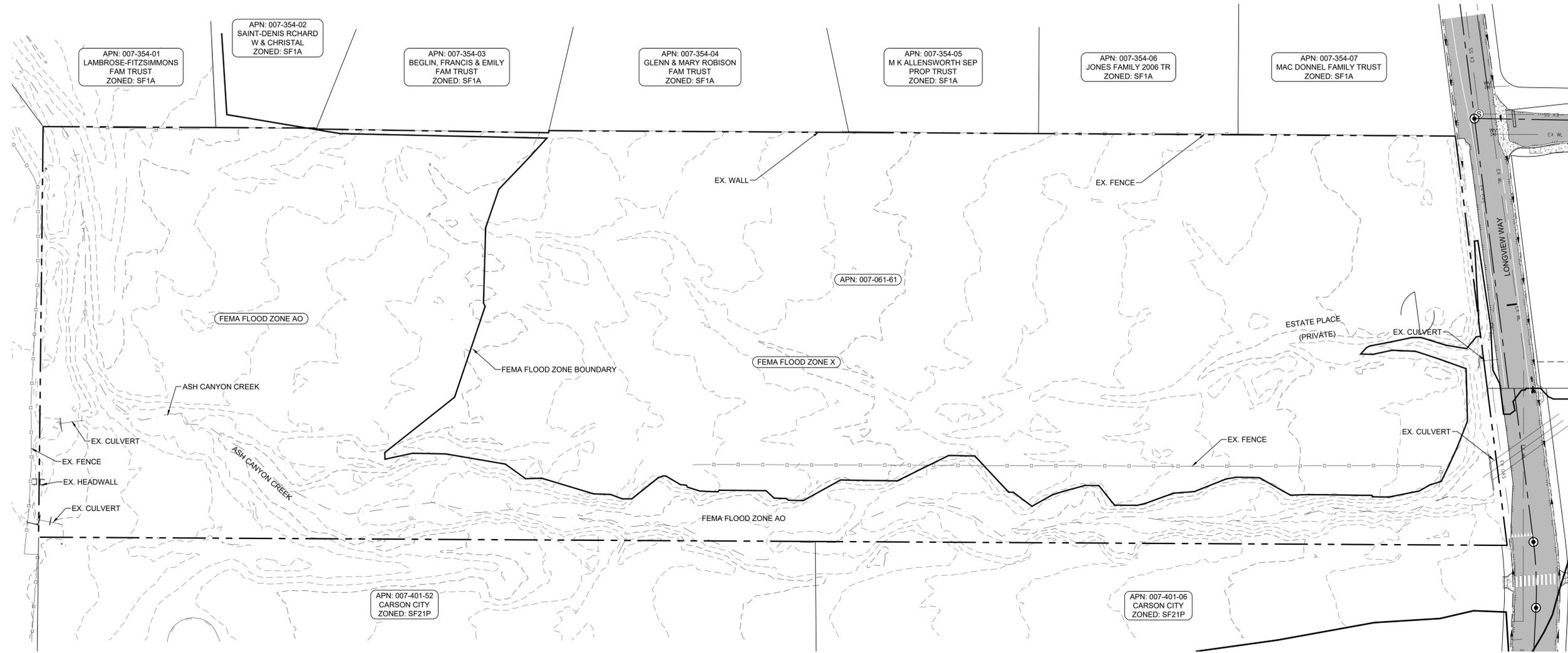
BEING A PORTION OF THE N 1/2 OF THE NE 1/4 OF SECTION 13
TOWNSHIP 15 NORTH, RANGE 19 EAST, M.D.M.

CARSON CITY STATE OF NEVADA

LUMOS & ASSOCIATES
308 N. CURRY ST., SUITE 200
CARSON CITY, NV 89703
TEL (775) 883-7077
LUMOSINC.COM

Drawn By : DGN
Sheet : 2 of 2
Job No. : 9894.002
Drawing No. : 9894002TM

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ADAMS CARSON, LLC
ADAMS ESTATES
TENTATIVE SUBDIVISION MAP
EX. SITE PLAN
CARSON CITY
NEVADA

EXISTING	LEGEND	PROPOSED
	CONTOUR LINE	
	EDGE OF PAVEMENT	
	CURB & GUTTER	
	WATER VALVE	
	SEWER MANHOLE	
	SURVEY MONUMENT	
	CONTROL POINT	
	FENCE	
	FLOW LINE	
	GAS LINE	
	SEWER LINE	
	WATER LINE	
	STORM DRAIN	



0 50' 100'
22x34 SHEETS = HORIZONTAL: 1"=50'
11x17 SHEETS = HORIZONTAL: 1"=100'

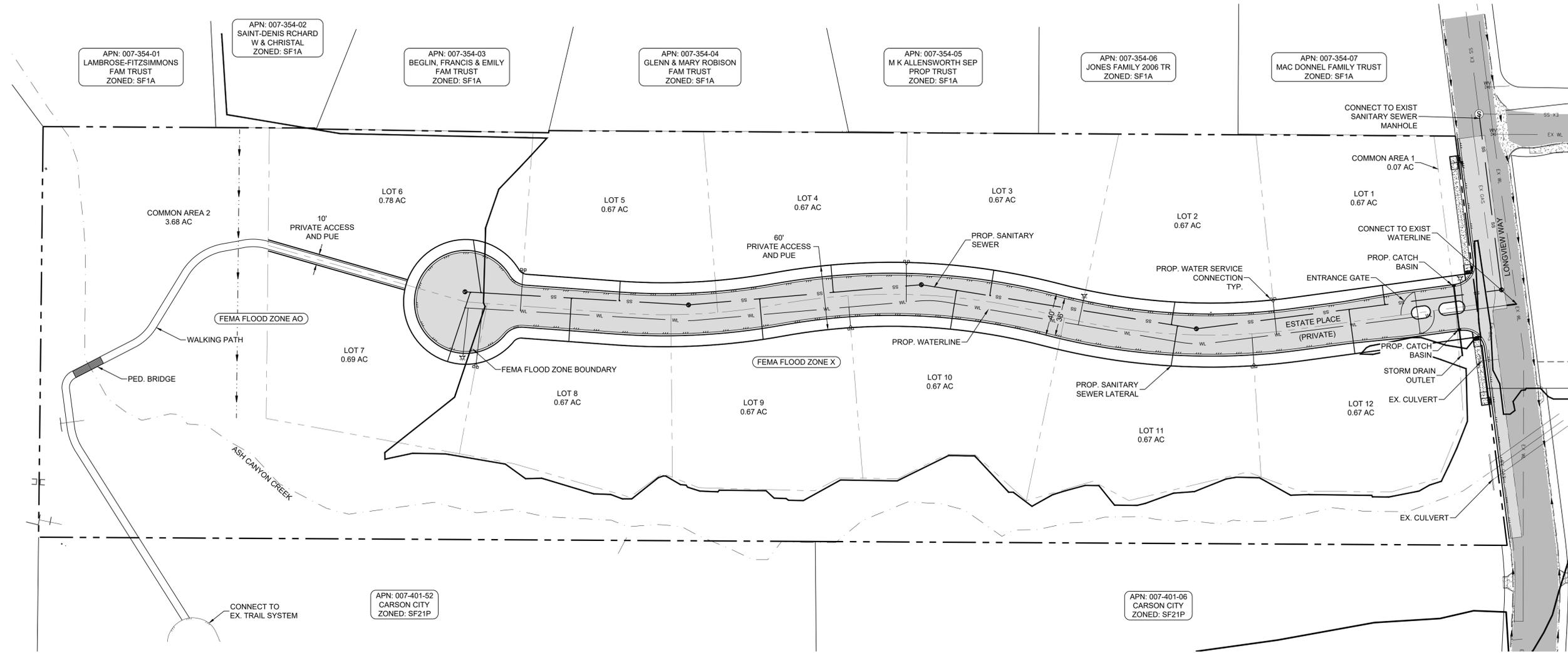
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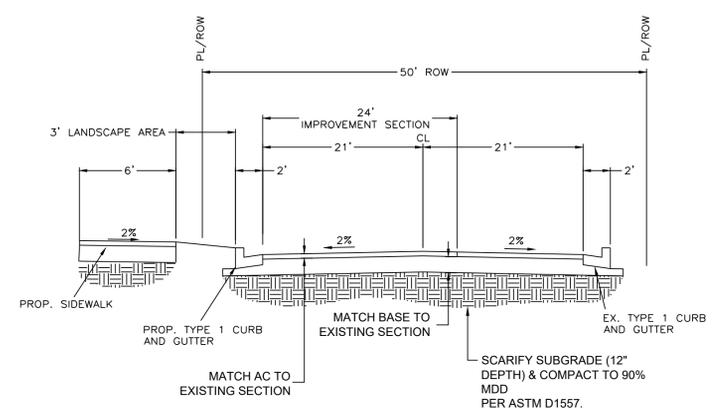
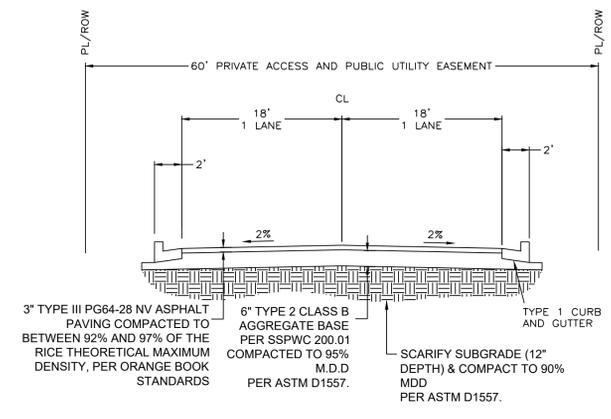
ADAMS CARSON, LLC
ADAMS ESTATES
TENTATIVE SUBDIVISION MAP
PROPOSED SITE AND UTILITY PLAN

NEVADA
CARSON CITY

EXISTING	LEGEND	PROPOSED
4174	CONTOUR LINE	4174
[Symbol]	EDGE OF PAVEMENT	[Symbol]
[Symbol]	CURB & GUTTER	[Symbol]
[Symbol]	CONCRETE	[Symbol]
[Symbol]	CATCH BASIN	[Symbol]
[Symbol]	WATER VALVE	[Symbol]
[Symbol]	METER	[Symbol]
[Symbol]	SEWER MANHOLE	[Symbol]
[Symbol]	SEWER CLEANOUT	[Symbol]
[Symbol]	SURVEY MONUMENT	[Symbol]
[Symbol]	CONTROL POINT	[Symbol]
[Symbol]	FENCE	[Symbol]
[Symbol]	GRADE BREAK	[Symbol]
[Symbol]	FLOW LINE	[Symbol]
[Symbol]	GAS LINE	[Symbol]
[Symbol]	SEWER LINE	[Symbol]
[Symbol]	WATER LINE	[Symbol]
[Symbol]	STORM DRAIN	[Symbol]

LAND USE:
MAX DENSITY: 1.1 UNIT PER ACRE
PROPOSED DENSITY: 1.004 UNIT PER ACRE
ZONING: SF1A
MASTER PLAN: LOW DENSITY RESIDENTIAL
FLOOD ZONE: X AND AO
FIRMETTE PANEL: 3200010091F

SETBACKS:
FRONT: 50'
REAR: 30'
SIDE: 15'



0 20' 40'
22x34 SHEETS = HORIZONTAL: 1"=20'
11x17 SHEETS = HORIZONTAL: 1"=40'

REV	DATE	DESCRIPTION

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04/12/2021

MATCH LINE - SEE SHEET C4.1 FOR CONTINUATION

ADAMS CARSON, LLC

**ADAMS ESTATES
TENTATIVE SUBDIVISION MAP
CONCEPTUAL GRADING PLAN**

CARSON CITY NEVADA

REV.	DATE	DESCRIPTION

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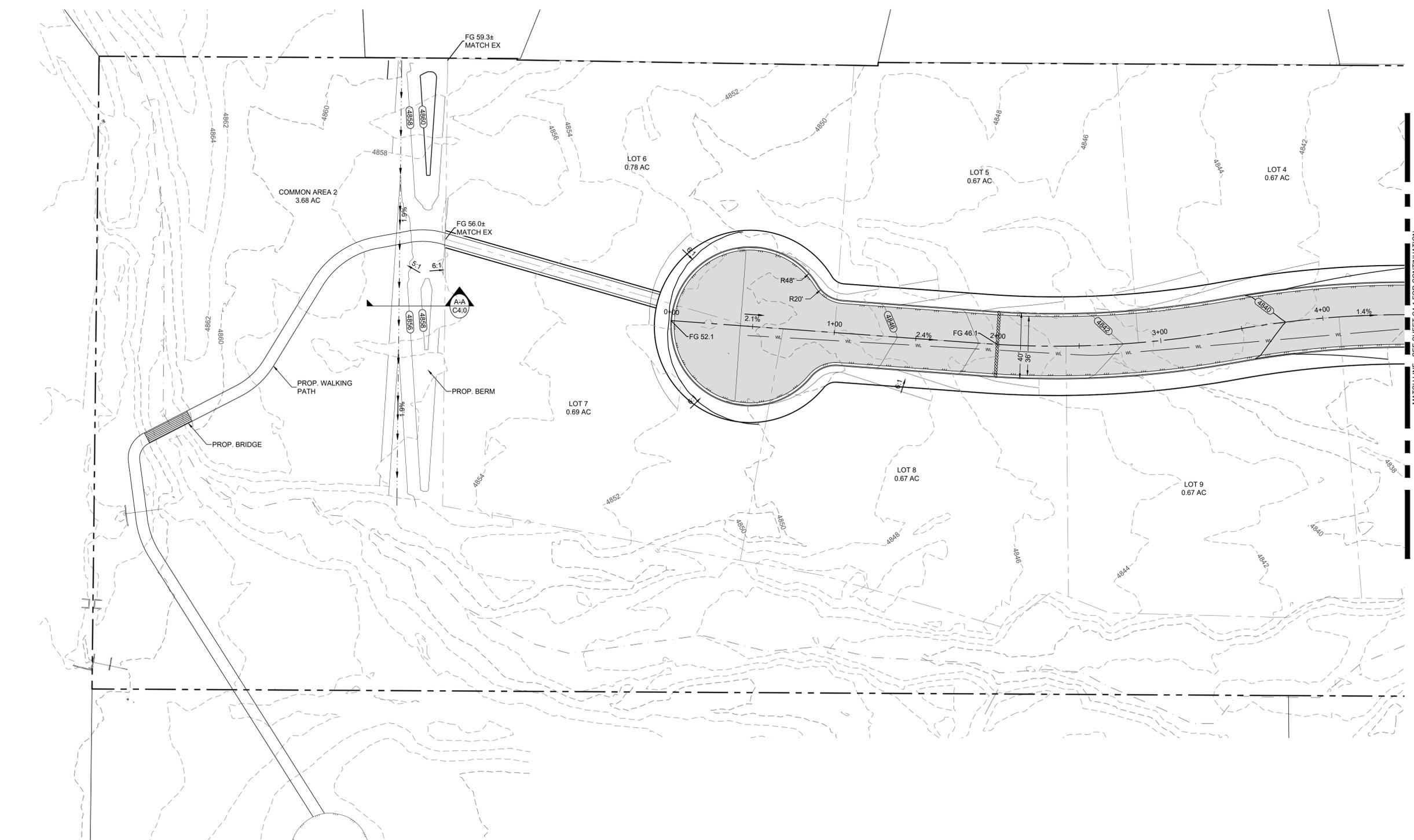
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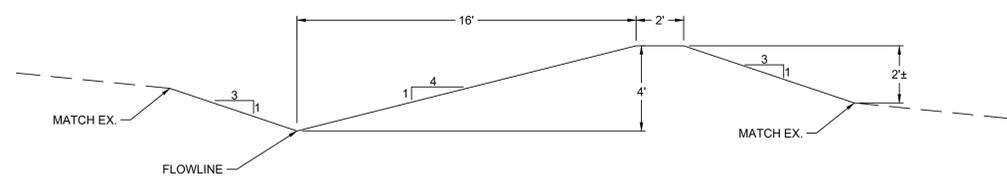
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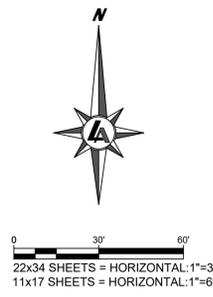
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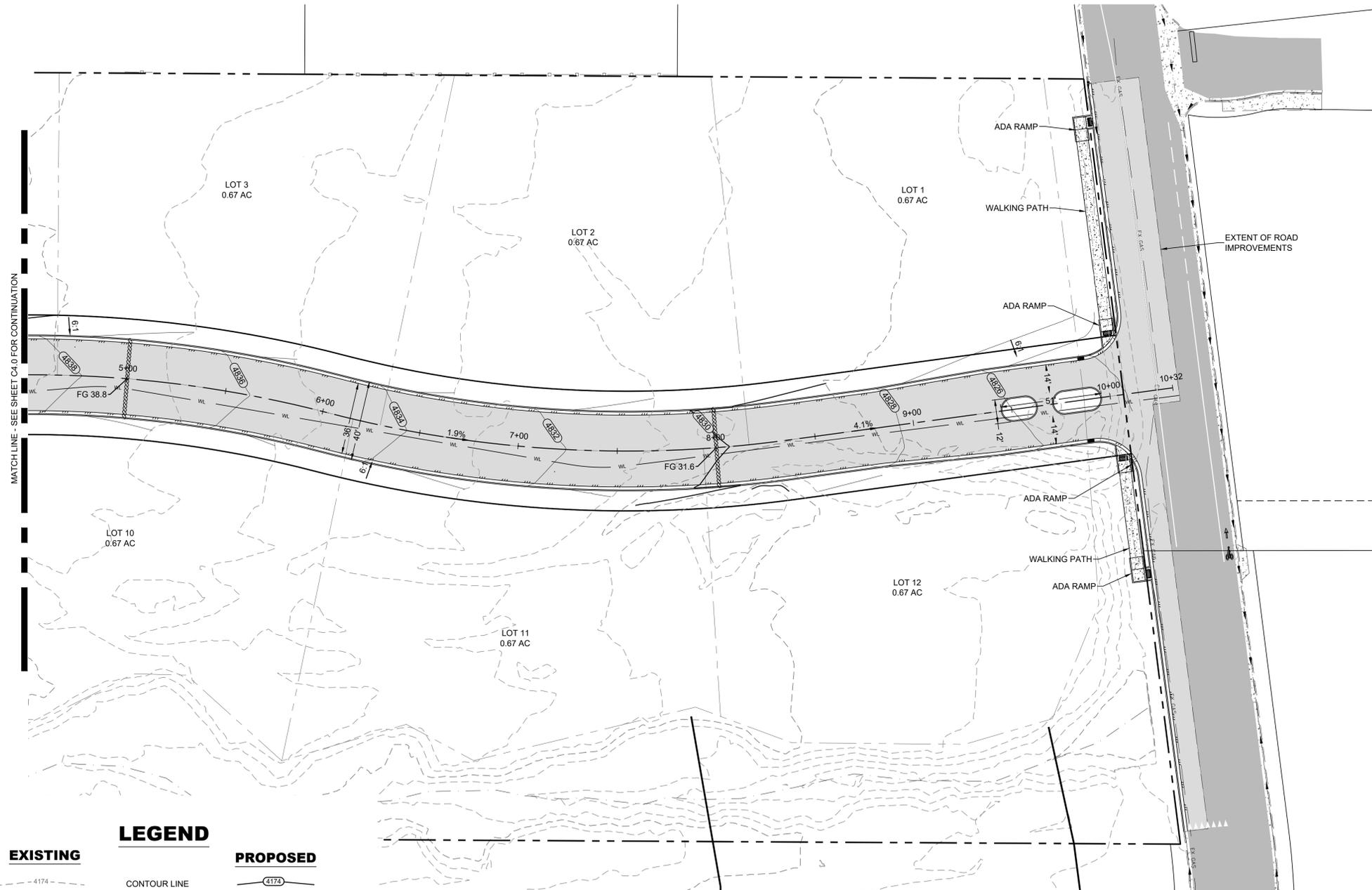


EXISTING		PROPOSED	
	CONTOUR LINE		SURVEY MONUMENT
	EDGE OF PAVEMENT		CONTROL POINT
	CURB & GUTTER		FENCE
	CONCRETE		GRADE BREAK
	CATCH BASIN		FLOW LINE
	WATER VALVE		GAS LINE
	METER		SEWER LINE
	SEWER MANHOLE		WATER LINE
	SEWER CLEANOUT		STORM DRAIN



SECTION A-A
N.T.S.





EXISTING	LEGEND	PROPOSED
--- 4174 ---	CONTOUR LINE	--- 4174 ---
=====	EDGE OF PAVEMENT	=====
=====	CURB & GUTTER	=====
=====	CONCRETE	=====
=====	CATCH BASIN	=====
=====	WATER VALVE	=====
=====	METER	=====
=====	SEWER MANHOLE	=====
=====	SEWER CLEANOUT	=====
=====	SURVEY MONUMENT	=====
=====	CONTROL POINT	=====
=====	FENCE	=====
=====	GRADE BREAK	=====
=====	FLOW LINE	=====
----- GAS -----	GAS LINE	----- GAS -----
----- SS -----	SEWER LINE	----- SS -----
----- WL -----	WATER LINE	----- WL -----
----- SD -----	STORM DRAIN	----- SD -----



0 30' 60'
22x34 SHEETS = HORIZONTAL: 1"=30'
11x17 SHEETS = HORIZONTAL: 1"=60'

ADAMS CARSON, LLC
ADAMS ESTATES
TENTATIVE SUBDIVISION MAP
CONCEPTUAL GRADING PLAN
CARSON CITY NEVADA

REV	DATE	DESCRIPTION

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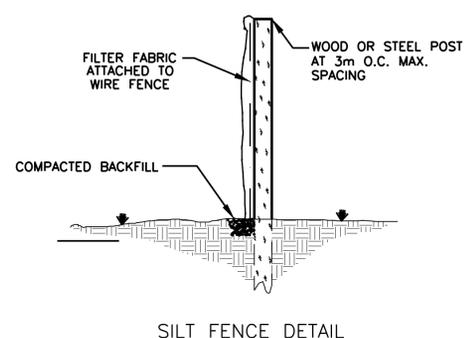
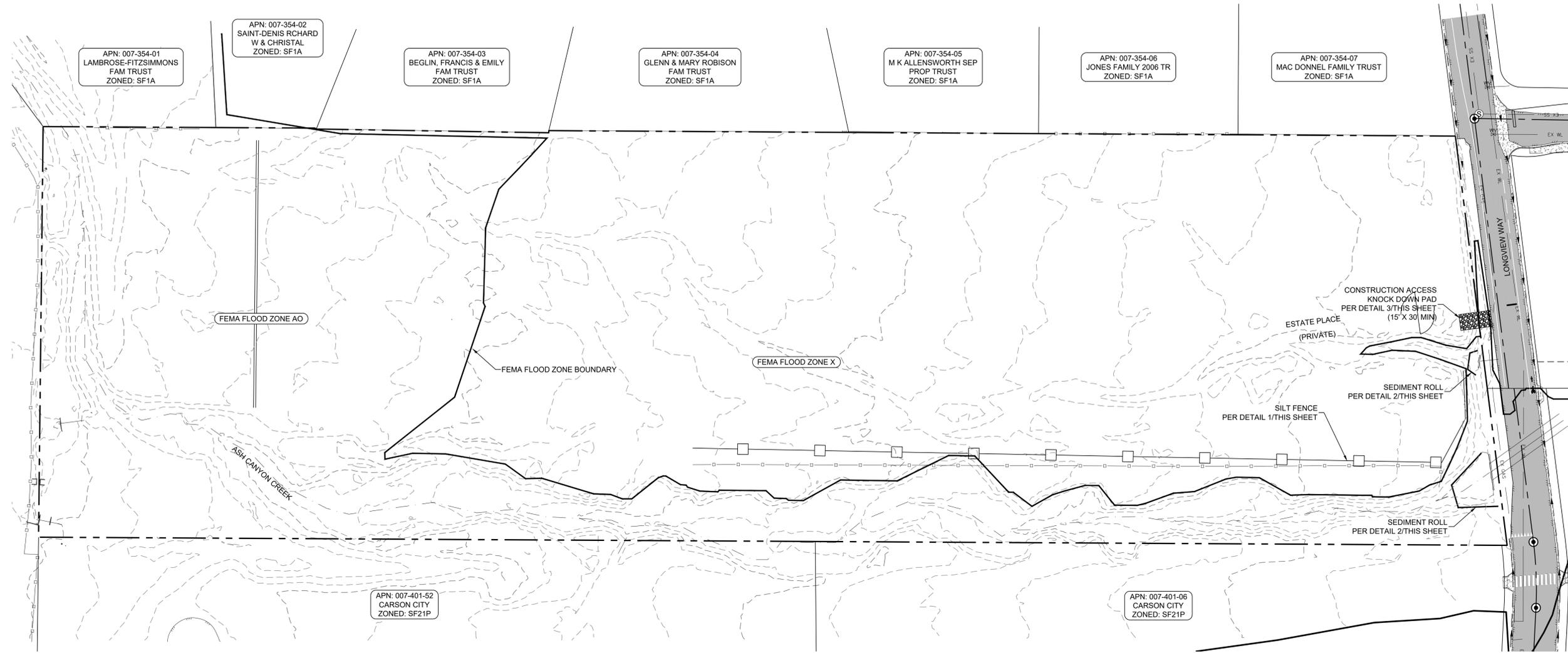
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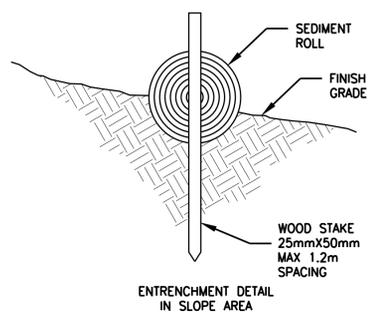
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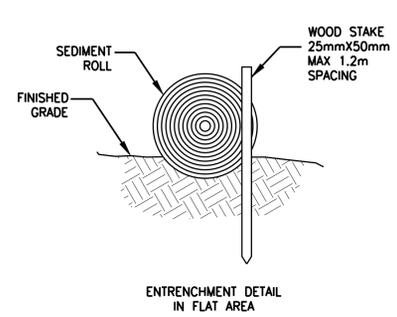
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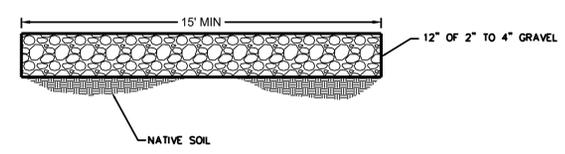
SILT FENCE DETAIL



ENTRENCHMENT DETAIL IN SLOPE AREA



ENTRENCHMENT DETAIL IN FLAT AREA



KNOCK DOWN/WASH DOWN PAD
N.T.S.

- NOTES:**
- TEMPORARY EROSION CONTROL (TEMPORARY SEDIMENT BARRIERS) SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE PROJECT SITE TO INTERCEPT AND RETAIN SMALL SEDIMENT FROM DISTURBED OR UNPROTECTED AREAS DURING CONSTRUCTION. INSTALLATION SHALL BE IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND THE STANDARD SPECIFICATIONS. THE TEMPORARY SEDIMENT BARRIERS SHALL BE LOCATED AS INDICATED BELOW AND AS DIRECTED BY THE ENGINEER:
 - ALONG THE TOE OF SLOPES ON THE DOWNSTREAM SIDE OF THE LOWER CHIPMUNK TREATMENT BASIN.
 - FOLLOWING THE CONTOURS ACROSS EXCAVATED SWALES AND DITCHES, SPACED APPROX. 30 METERS APART
 - IN A SQUARE OR RECTANGULAR SHAPE AROUND ALL DROP INLETS & SEDIMENT TRAPS.

SILT FENCE _____ ①
N.T.S.

- NOTES:**
- SEDIMENT ROLLS MAY BE FIBER ROLL LOGS OR RICE STRAW WATTLES. THEY SHALL BE A MINIMUM OF 400mm IN DIAMETER WHEN PLACED ON SOIL. SEDIMENT ROLLS PLACED ON AC PAVING SHALL BE WEIGHTED AND SHALL BE A MINIMUM OF 200mm IN DIAMETER.
 - ROLLS SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS, THESE DETAILS AND THE SPECIAL PROVISIONS.
 - WHEN MORE THAN ONE FIBER ROLL IS PLACED IN A ROW, THE ROLLS SHALL BE TIGHTLY ABUTTED AND STAKED, NOT OVERLAPPED.

SEDIMENT ROLL _____ ②
N.T.S.



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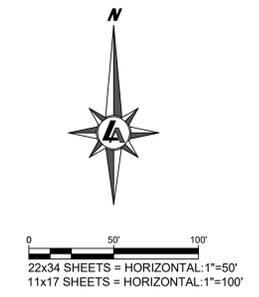
ADAMS CARSON, LLC
ADAMS ESTATES
TENTATIVE SUBDIVISION MAP
EROSION CONTROL PLAN
CARSON CITY
NEVADA

REV.	DATE	DESCRIPTION

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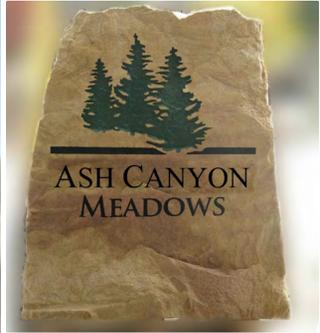
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CONCEPTUAL ENTRY SIGNAGE
N.T.S.

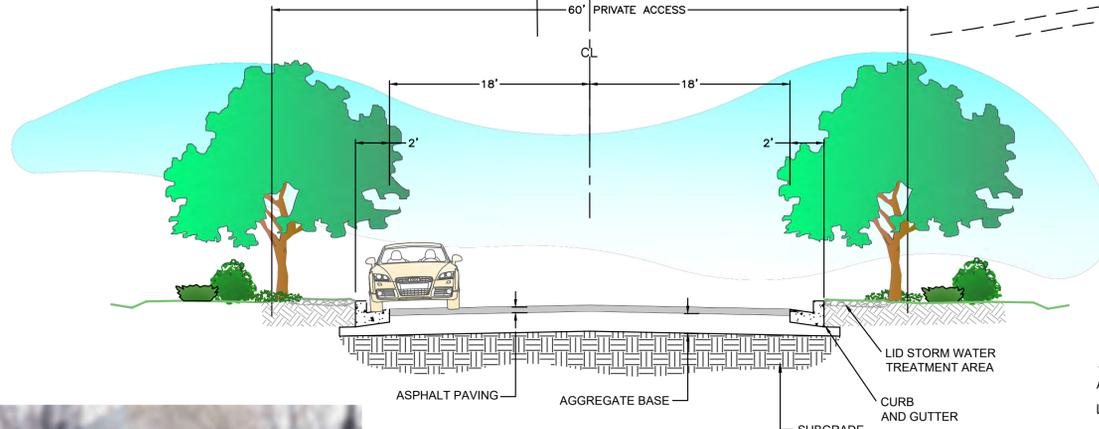


SIGN NOTES
TO BE FREE-STANDING, WITH NO LIGHTS AND INCORPORATED INTO THE LANDSCAPE FOOTINGS DESIGNED PER GEOTECHNICAL REPORT

FENCE NOTES
TRADITIONAL SOLID CEDAR, 6 FT HT. ALONG LONGVIEW WAY FRONTAGE



CONCEPTUAL FRONTAGE FENCE
N.T.S.



CONCEPTUAL LANDSCAPE ROAD SECTION
SCALE: 1/8"=1'

OPEN SPACE	
COMMON AREA:	153,304 SF
COMMON AREA FOR RECREATION:	10,158 SF
RESIDENTIAL LOT AREA:	356,997 SF
PERCENT TOTAL COMMON AREA:	31.4%
PERCENT COMMON AREA <5% SLOPES:	-32%
PERCENT COMMON AREA <15% SLOPES*:	-65%

*ONLY SLOPES > 15% ARE ALONG THE BANKS OF ASH CANYON CREEK

- LEGEND**
- STREET TREES
MIN. 2" CALIPER SIZE
 - ACCENT TREES
MIN. 2" CALIPER SIZE
 - EVERGREEN TREES
MIN. 6 FT. HEIGHT
 - BOULDERS, TYPICAL
MIN. 3 FT. DIAMETER

LANDSCAPE NOTES
ALL TREES TO BE SELECTED FROM APPROVED CARSON CITY TREE LIST
LANDSCAPE TO BE DESIGNED TO CARSON CITY DIVISION 3 LANDSCAPE CODE
LANDSCAPE PLANTING AREA WITH SHRUBS
MIX OF #5 & #1 SIZE SHRUBS PER CODE



0 20' 40'
22x34 SHEETS = HORIZONTAL: 1"=20'
11x17 SHEETS = HORIZONTAL: 1"=40'



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04/29/2021

ADAMS CARSON, LLC
LONGVIEW PUD
TENTATIVE SUBDIVISION MAP
LANDSCAPE & OPEN SPACE EXHIBIT

NEVADA
CARSON CITY

REV.	DATE	DESCRIPTION

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Carson City Planning Division

108 E. Proctor Street
Carson City, Nevada 89701
(775) 887-2180-Hearing Impaired:711

www.carson.org
www.carson.org/planning

October 19, 2020

Tim Russell
Lumos & Associates
308 N. Carson Street, Suite 200
Carson City, NV 89703
Email: trussell@lumosinc.com

SITE INFORMATION:

Location:	Longview Way
APN:	007-061-61
Master Plan Designation:	Low Density Residential
Zoning:	Single Family 1 acre
Parcel size:	11.95 acres
Subject:	PUD-2020-0005 (Conceptual Planned Unit Development)

PROJECT DESCRIPTION: Proposed Planned Unit Development to divide 11.95 acres into 23 single family residential lots and 4.49 acres of open space including proposed trail connectivity. Lots range from 10,649 square feet to 14,328 square feet.

The following is a summary of the staff comments based on the Conceptual Planned Unit Development Review meeting held on October 6, 2020.

PLANNING DIVISION –

Contact Heather Ferris, Associate Planner, 775-283-7080

1. With the current zoning the density is limited to 1 unit per acre or 11 units. The PUD would allow you a maximum of 1.1 units per acre or 13 units ([CCMC 17.09.025](#)). In order to achieve the proposed density of 1.92 units per acre (23 units) a zoning map amendment from Single Family 1 acre to Single Family 21,000 square feet would be necessary.
2. The Planned Unit Development submittal must be consistent with [CCMC 17.09- Planned Unit Development](#).
3. An open space exhibit must be submitted with the Tentative Planned Unit Development application demonstrating compliance with CCMC 17.09.100.
4. Parking is required to meet [Division 2 of the Development Standards](#). If the interior roads will not support on street parking, please note, on-site guest parking is required to be provided.

ENGINEERING AND UTILITIES –

Contact Guillermo Muñoz, Assistant Project Manager, 775-283-7053

5. A sealed memo must be provided by a professional engineer showing that the project will not generate more than 80 peak hour trips and will not generate more than 500 trips per day according to ITE trip generation rates. If either of these limits is expected to be exceeded, a sealed traffic impact study must be provided, meeting the requirements of CCDS 12.13. Please contact Dirk Goering for traffic impact study scoping at 775-283-7431.
6. Any commercial or industrial developments with an average daily water usage of 15,000 gallons or more must submit a growth management application.
7. Water and sewer connection fees must be paid. If these fees were paid in the past, then the difference between the old and new amounts of water/sewer usages must be paid for. Please see CCMC 12.01.030 for the water connection fee schedule and 12.03.020 for the sewer connection fee schedule.
8. Any engineering work done on this project must be wet stamped and signed by an engineer licensed in Nevada. This will include site, grading, utility and erosion control plans as well as standard details.
9. All construction work must be to Carson City Development Standards (CCDS) and meet the requirements of the Carson City Standard Details.
10. Addresses for units will be provided during the building permit review process.
11. Fresh water must be used for Dust control. Contact Rit Palmer at Public Works at 283-7382 for more information.
12. A wet stamped water main analysis must be submitted in accordance with CCDS 15.3.1(a) to show that adequate pressure will be delivered to the meter and fire flows meet the minimum requirements of the Carson City Fire Department. Please contact Tom Grundy, P.E. at (775) 283-7081 for fire flow test data.
13. A wet stamped sewer main analysis must be submitted that includes addressing the effect of flows on the existing City system. See section 15.3.2 of CCDS.
14. A private testing agreement will be necessary for the compaction and material testing in the street right of way. The form can be obtained through Carson City Permit Engineering.
15. An erosion control plan meeting section 13 of CCDS will be required in the plan set.
16. New electrical service must be underground.
17. Please show gas and electric connections for this project.
18. Any work performed in the street right of way will require a traffic control plan and a timeline

type schedule to be submitted before the work can begin. A minimum of one-week notice must be given before any work can begin in the street right of way.

19. Please show all easements on the construction drawings.
20. A Technical Drainage Study meeting the requirements of section 14 of the Carson City Development Standards must be submitted with the permit and plans.
21. A geotechnical report will likely be required to be submitted with the permit application. Please see building department comments.
22. Half street improvements will be required along the Longview street frontage. This includes
 - a. Half street paving along Longview including a slight widening to match street section width to the north.
 - b. Provide new curb and gutter along the road connecting to the existing curb and gutter both north and south.
 - c. An ADA compliant ramp across from West Washington.
 - d. Provide a short section of pathway to connect to the existing pathway system and the newly installed crosswalk.
 - e. Railing or fall protection for the sidewalk across the creek.
 - f. A separated/buffered sidewalk of similar character to those along the development to the south.
23. No more than 15 connections may be on a dead-end water line. Looping of the water system will be required for more than 15 homes.
24. Water main shall be centered in a 20' minimum width all weather access way.
25. All water services shall be perpendicular to water mains.
26. The interior streets will need to be privately owned and maintained. Public Works is open to a conversation regarding this comment.
27. The interior streets seem too small to allow street parking. Please review Carson City street details and make any necessary changes.
28. A Construction Stormwater Permit from the Nevada Division of Environmental Protection (NDEP) will be required for the construction of projects 1 acre or greater.
29. Ash Creek will need to be on a separate parcel within its floodplain.
 - a. There will need to be protection from flooding and a setback from the creek allowing the natural movement of the creek and additional protection to private property. Contact Robb Fellows at 775-283-7370 for more information.
 - b. Need access from cul-de-sac to the westerly open space for maintenance. Will need a letter from Public Works Director per 12.09.080 (2) and other items addressed.

These comments are based on a very general site plan and do not indicate a complete review. All pertinent requirements of Nevada State Law, Carson City Code, and Carson City Development Standards will still apply whether mentioned in this letter or not.

FIRE DEPARTMENT –

Contact Dave Ruben, Fire Marshal, 775-283-7153

30. Project must comply with the International Fire Code and northern Nevada fire code amendments as adopted by Carson City.
31. Cul-de-sac as shown isn't wide enough. Must be 96'.
32. The project will likely need three hydrants—one on Longview; one in the middle; and one by the cul-de-sac.
33. Ensure at least 20' clear width if there is any one street parking.

Parks Recreation and Open Space-

Contact Nick Wentworth, Parks Project manager, 775-283-7733

34. The City will not be responsible for any landscape or irrigation system maintenance on the project. All landscaping and landscape maintenance in the right of way will be the sole responsibility of the owner. The developer is required to maintain all common landscape and open space areas within the development including any landscaping, defensible space, the creek corridor, easements, trails, noxious weeds and street(s) right of ways in perpetuity.
35. Carson City is a Bee City, USA. As a result, the developer shall use approximately 50% pollinator friendly plant material for any required landscaping on the project site. Also, any remaining landscape plant material selection needs to be consistent with the City's approved tree species list or other tree species, as approved by the City. The Carson City Pollinator Plant list and other plant selection resources can be found at www.carson.org/beecityusa

The City's approved tree species list for commercial projects can be found at <https://www.carson.org/Home/ShowDocument?id=15225>

36. The developer is required to incorporate "best management practices" into their construction documents and specifications to reduce the spread of noxious weeds. The spread of invasive and noxious weeds is a significant issue in construction projects that involve land disturbance. Earth moving activities contribute to the spread of weeds, as does the use of contaminated construction fill, seed, or erosion-control products. Experience has demonstrated that prevention is the least expensive and most effective way to halt the spread of noxious and invasive weeds. Preventing the establishment or spread of weeds relies upon:
 - Educating workers about the importance of managing weeds on an ongoing basis;

- Properly identifying weed species to determine most appropriate treatment strategies;
- Avoiding or treating existing weed populations; and
- Incorporating measures into projects that prevent weed seeds or other plant parts from establishing new or bigger populations such as certification of weed-free products.

For more information on “best management practices” please contact The Carson City Parks, Rec. and Open Space Dept. by phone or email through the contacts listed at the top of this document.

37. Deciduous trees must be planted a minimum of 5’ from any city/public street, sidewalk or pathway. Evergreen trees must be planted a minimum of 10’ from any city/public street, sidewalk or pathway. Fruit bearing, “non-fruiting” flowering or any other trees that drop debris such as seed pods will not be permitted near or placed where they will eventually hang over city/public sidewalks or pathways.
38. Carson City Municipal Code: Title 18, Division 3 should be reviewed by any/all parties involved in the proposed landscape design prior to landscape plans being submitted to the city for final approval of a building permit.

https://library.municode.com/nv/carson_city/codes/code_of_ordinances?nodeId=TI_T18_APPENDIXCADEST_DIV3LA

The project is subject to the collection of Residential Construction Tax (RCT), compliant with NRS Chapter 278 and Carson City Municipal Code (CCMC 15.60).

39. Per UPMP, Longview is a designated on-street bike lane.
40. The existing off-street paved path along the west side of Longview could be continued across the front of the development in lieu off a sidewalk but would require a crosswalk across Longview for connectivity of the pathway system.
41. The developer has proposed a 10’ trail easement between two lots at the west end of the development. The City is not requiring this trail easement, however if the developer chooses to retain this trail easement then the developer will be required to construct an asphalt or natural surface path to connect with the City’s existing pathway system in this neighborhood. The developer must work with the City to plan a location and design that is acceptable to the City. This plan will also address maintenance including defensible space, noxious weeds, the creek corridor and specific pathway maintenance. All construction/pathways must meet city standards and details.
42. Would the developer be open to a public access easement on their new pathway?
43. It is acceptable to the City that the proposed trail easement serve as dual-use for a

waterline.

Comments provided by various city staff at the conceptual review meeting that may not have been included in any written comments. If you have any questions, please feel free to contact me.

Sincerely,



Heather Ferris
Associate Planner

cc: PUD-2020-0005
Steve Neighbors, Adams Carson LLC

GEOTECHNICAL INVESTIGATION REPORT

LONGVIEW WAY PUD, TM, AND FINAL MAP
JN: 9894.002

CARSON CITY, NEVADA

DECEMBER 2020

PREPARED FOR:

ADAMS CARSON, LLC
ATTN: STEVE NEIGHBORS
5598 N. EAGLE ROAD, SUITE 102
BOISE, IDAHO 83713

PREPARED BY:

LUMOS & ASSOCIATES, INC.
808 E. COLLEGE PARKWAY, SUITE 101
CARSON CITY, NV 89706
775.883.7077



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INTRODUCTION

This report presents the results of Lumos and Associates, Inc.'s geotechnical investigation of the existing soil properties within the proposed Longview Way development located in Carson City, Nevada. The project site is Parcel 007-061-61; which is roughly bounded by the Ash Canyon Creek to the West and South, Kensington Pl. development to the North, and Longview Way to the East. A vicinity map is included as Plate 1 and a site map is included as Plate 2.

It is our understanding that the project will consist of one to two story residential structures, earthwork structures and retaining walls, Portland cement concrete improvements (sidewalks, curbs, and gutters), and an asphalt concrete road. Structural loads for the residential structures of the project have been assumed not to exceed 4 to 6 kips per lineal foot and 25 to 30 kips for continuous wall and isolated column loads, respectively. We have assumed final grades will be within 5 feet of existing grades.

The purpose of this investigation was to determine the native soil properties, and provide recommendations for the proposed construction. This investigation characterizes the site geology and soil conditions, describes the native soils, and determines their engineering properties as they relate to the proposed construction. The investigation was also intended to identify possible adverse geologic, and soil conditions. However, this study did not include an environmental assessment or an evaluation for soil and/or groundwater contamination at the site.

This report concludes with recommendations for site grading, foundation design recommendations, footing area preparation, slope stability, utility installation, exterior flatwork, and pavement design. In addition, information such as logs of all test pits

(Appendix A), laboratory test data (Appendix B), allowable soil bearing capacities, estimated total and differential settlements, lateral earth pressures, and International Building Code (IBC) seismic site class designation are provided in this report.

The recommendations contained herein have been prepared based on our understanding and assumptions of the proposed construction, as outlined above. Re-evaluation of the recommendations presented in this report should be conducted after the final site grading and construction plans are completed, if there are any variations from the assumptions described herein.

It is possible that subsurface discontinuities may exist between and beyond exploration points. Such discontinuities are beyond the evaluation of the Engineer at this time. No guarantee of the consistency of site geology and sub-surface conditions is implied or intended.

GEOLOGIC SETTING

Carson City is at the extreme western portion of the Great Basin geomorphic province. The Great Basin is characterized by the internal drainage and large normal fault-bounded valleys (grabens) separated by high mountain ranges (horst). The Sierra Nevada province to the west is characterized by large granite masses that have been uplifted and tilted a few degrees toward the west. Overlying the granites, are older oceanic meta-sedimentary rocks.

Specifically, the site is located near the western foothills of Eagle Valley. The surface geology of the project area has been mapped by Dennis T. Trexler (1977) and was determined to contain Qpa geologic materials (Plate 3). Qpa corresponds to pediment and alluvial-fan deposits. Which indicates deposits of granular muddy coarse sand, and sandy gravel.

SEISMIC CONSIDERATIONS

Carson City, similar to many areas of Nevada, is located near active faults, which are capable of producing significant earthquakes. This area can be described as an area that may experience major damage due to earthquakes having intensities of VII or more when evaluated using the Modified Mercalli Intensity Scale of 1931 (Plate 4).

The Carson City area is located within the Sierra Nevada-Great Basin seismic belt and at least four major earthquakes with moment magnitudes greater than 6.0 (Plate 5) have occurred historically within 15 miles of the site. The areas north and south of Carson City have experienced a number of large earthquakes in the past, with a swarm of large events during the single years of 1868 and 1869. During these episodes, the three largest events were magnitudes 6.0, 6.1, and 6.7. The causative faults were within the nearby Carson City and Genoa Fault Zones located along the base of the Carson Range.

According to the Nevada Bureau of Mines and Geology's Quaternary Faults in Nevada Map a north/south trending cluster of faults are approximately one quarter of a mile west of the site (Plate 6). The faults mapped are Holocene, which are <15,000 years old, which is considered potentially active. However, no active Holocene (<15,000 years) age faulting is known to cross the site, nor has any direct evidence of on-site faulting been observed in the field during the current investigation.

Ground shaking should be anticipated at the site and intensities should be governed by a design earthquake occurring within a few miles of the site on faults belonging to the Sierra Nevada – Great Basin seismic belt that crosses Carson City. For design purposes, ground-shaking intensities should be based on a design earthquake occurring on the Carson City or Genoa Fault Zones with a maximum credible earthquake of 7.5 in moment magnitude (Modified Mercalli Intensity).

Liquefaction is the phenomena where more commonly loose saturated sands or silty

sands lose their shear strength when subjected to cyclic loading, and become unstable. Large earthquakes, as described above, may provide that type of cyclic loading. Liquefaction is most commonly associated with loose, saturated, relatively clean sands. These conditions were not encountered during our investigation, to the depths explored. During our field investigation groundwater was not encountered in any portion of the site. Additionally, the Carson City Quadrangle General Ground Water Map by Terry Katzer (1980) indicates the depth to groundwater along the site ranges from 50 to more than 20 feet (Plate 7). Therefore, based on the soils' conditions encountered during our field investigation, the liquefaction potential is very low. If a more accurate assessment is warranted then standard penetration tests, within borings advanced to a depth of 50 feet, should be performed. This data can then be adjusted per the actual site conditions and compared to published engineering charts.

2018 IBC Design: Utilizing risk category II, the mapped maximum considered earthquake spectral response acceleration at short periods (S_s) is 2.149g corresponding to a 0.2 second spectral response acceleration at five percent (5%) of critical damping and for a Site Class B (IBC Figure 1613.2.1(1)). The mapped maximum considered earthquake spectral response acceleration at a 1-second period (S_1) is 0.789g corresponding to a 1.0 second spectral response acceleration at five percent (5%) of critical damping and for a Site Class B (IBC Figure 1613.2.1(2)). At this time, the soil conditions are not known in sufficient detail to a depth of 100 feet, thus, a Site Class D-default may be assumed per the IBC. These spectral response accelerations are adjusted for site class effects because Site Class D-default is assumed instead of Site Class B. The site coefficient for spectral response accelerations adjustment at short periods (F_a) is 1.2 (IBC Section 1613.2.3). The site class effect for spectral response acceleration adjustment at 1-second periods (F_v) is 1.7 (IBC Table 1613.2.3(2)). The maximum considered earthquake spectral response acceleration parameter for short period (S_{MS}) is 2.578g and for 1-second period (S_{M1}) is 1.341g. This corresponds to design spectral response acceleration parameters of 1.719g for short period (S_{DS}) and 0.899g for 1-second period (S_{D1}). Refer to Appendix C.

It is emphasized that the above values are the minimum requirements intended to maintain public safety during strong ground shaking. These minimum requirements are meant to safeguard against loss of life and major structural failures, but are not intended to prevent damage or insure the functionality of the structure during and/or after a large seismic event. The seismic risks at this site are similar to other sites within western Nevada. The risks associated with this site can be mitigated utilizing widely accepted design and construction standards.

SITE CONDITIONS AND FIELD EXPLORATION

At the time of our investigation, the site was undeveloped. Vegetation generally consisted of sagebrush and grasses. The site generally slopes downward from west to east.

Field exploration included a site reconnaissance and subsurface soil-exploration. During the site reconnaissance, surface conditions were noted and the locations of the exploratory test pits were determined. They were located utilizing existing features at the site and using gps coordinates determined by a mobile phone. Locations of the exploratory test pits should be considered accurate only to the degree implied by the method used.

Seven exploratory test pits were excavated on the site to a maximum depth of 13.5 feet below-existing-ground (beg). The approximate locations of the exploratory test pits within the site are shown on Plate 2. The subsurface soils were continuously logged and visually classified in the field by our Geotechnician in accordance with the Unified Soil Classification System. Representative soil samples were collected at each soil change with the exploratory test pits and subsequently transported to our Carson City geotechnical laboratory for testing and analysis.

The subsurface soils encountered consisted generally of medium dense poorly graded sands and silty sands with varying amounts of silt and gravel. Test pits 2, 5, 6, & 7 also contained varying amounts of cobbles and/or boulders. Undocumented fill was encountered in test pits 1 & 7. Groundwater was not encountered during the investigation; however, seasonal groundwater fluctuations should be anticipated.

LABORATORY TEST DATA

During the field investigation our Geotechnician collected samples of the site soils from each of the seven test pits. All the samples were subsequently transported to our Carson City geotechnical laboratory for testing and analysis. Laboratory test data was developed from the samples collected during the field investigation and used for the development of our design and recommendations.

Laboratory tests were performed on individual samples and include: sieve analysis, Atterberg limits, R-value, direct shear, soluble sulfates, pH value, and resistivity. Much of this data is displayed on the test pit logs to facilitate correlation. Field descriptions presented on the logs have been modified, where appropriate, to reflect laboratory test results. The logs of the test pits and accompanying soil classification legend are included as Appendix A.

Individual laboratory test results are presented as Appendix B. Laboratory testing was performed per ASTM standards, except when test procedures are briefly described and no ASTM standard is specifically referenced in the report. Atterberg limits were determined using the dry method of preparation. Special testing conducted for this project is described below.

Analytical Testing: Silver State laboratory of Reno, Nevada conducted the soluble sulfates, PH value, and resistivity laboratory testing. Test results are included (on Silver State letterhead) in Appendix B on plate B-6.

The soil samples obtained during this investigation will be held in our laboratory for 30 days from the date of this report. The samples may be retained longer at an additional cost to the client or obtained from this office upon request.

DISCUSSION AND RECOMMENDATIONS

General

The following recommendations are based upon our understanding of this project, as outlined in the introduction of this report. If changes in the project are proposed, they should be presented to Lumos, so that these recommendations can be reviewed and modified in writing, as necessary. As a minimum, final construction drawings should be submitted to Lumos' Geotechnical department for review prior to actual construction and verification that our geotechnical design recommendations have been implemented.

General Site Grading

Prior to placement of fill and/or the proposed improvements, the areas to receive fill and/or improvements shall be cleared and grubbed. Clearing and grubbing is anticipated to be as much as 12 inches or more where thicker vegetation/roots are present.

Root- or organic-laden soils encountered during excavations, should be stockpiled in a designated area on site for later use in landscaping, or removed off site as directed by the owner. Previously placed "undocumented fill" soils shall be removed from areas to receive structure and/or vehicular loading. Excavated soils free from any organics, debris or otherwise unsuitable material and with particles no larger than three (3) inches in maximum dimension may be stockpiled and moisture conditioned for later use as compacted structural fill provided it meets the criteria for structural fill soils.

All Surfaces to receive fill and/or improvements should be observed and approved by a Lumos representative prior to placement of fill. The surfaces shall be scarified to a minimum depth of twelve (12) inches, moisture conditioned to within two percent (2%) of optimum moisture content, and re-compacted to at least ninety percent (90%) of the

ASTM D1557 standard. Upon re-compaction and prior to placing any fill or aggregate base, the re-compacted surface should be proof-rolled to identify any possible yielding surfaces. Proof-rolling should be conducted with a heavy rubber-tire loader with a fully loaded bucket, or a fully loaded water truck, and observed and approved by a Lumos representative. Yielding (pumping) surfaces shall be stabilized to the satisfaction of the Geotechnical Engineer. Material should not be placed, spread or compacted while the ground is frozen or during unfavorable weather conditions. When site grading is interrupted by heavy rain or snow, grading or fill operations should not resume until a Lumos representative approves the moisture content and density conditions of the subgrade or previously placed fill.

Unstable conditions due to yielding and/or pumping soils may be encountered on site. Native soils may yield or pump under heavy equipment loads or where vibratory equipment draws up water. If yielding or pumping conditions are encountered, the soils should be scarified in place, allowed to dry as necessary and re-compacted, where applicable. Alternatively, the unsuitable or saturated soil should be removed, the exposed surface leveled and compacted/tamped as much as practical without causing further pumping, and covered (including the sides) with geotextile stabilizing fabric (Mirafi HP370 or other equivalent). The fabric should then be covered with at least 12 inches of 3- to 6-inch angular rock fill with enough fines to fill the inter-rock pore spaces. Placement should be by end dumping. No traffic or other action should be allowed over the fabric, which may cause it to deflect/deform prior to cobble placement. Test sections should be used to determine the minimum thickness and/or number of layers required for stabilization.

Stabilization should be evaluated by proof-rolling standards commensurate with the equipment used, and approved by a Lumos representative. The placement of the stabilizing rock-fill may require additional over-excavation to maintain appropriate grading elevations. A filter fabric (Mirafi 180N or equal) should also be placed over the cobble rock fill to prevent piping of fines from covering soils into the stabilizing rock matrix.

Acceptable structural fill soils to be used for this project should consist of non-expansive material (LL less than 35 and/or a PI less than 12, and/or an Expansion Index less than 20), and should be free of contaminants, organics (less than two percent (2%)), rubble, or natural rock larger than three (3) inches in largest dimension. The soluble sulfate content shall be less than 0.1% and the R-Value shall be a minimum of 30. Any import soils should be tested and approved prior to being placed or delivered on-site (seven (7) day advanced notice). Structural fill soils shall also meet the following gradation requirements (Table 2).

TABLE 1
STRUCTURAL FILL GRADATION

Sieve Size	% Passing
3"	100
¾"	70-100
#40	15-65
#200	10-25

Soils not meeting all of the above requirements may be approved for use as structural fill at the discretion of the Geotechnical Engineer. Soils not approved for use as structural fill may be used as common fill, if approved by the Geotechnical Engineer, and placed outside of structural zones, which are defined as zones within 24 inches, laterally and vertically, of building foundations and within 12 inches of hardscape and pavement subgrades. Common fill shall have 100% passing the 6" sieve, a maximum of 50% passing the #200 sieve, LL less than 45, PI less than 25, and an EI less than 50. Common fill should be placed only on properly compacted subgrade or on properly compacted fill in lifts not exceeding eight (8) inches in loose thickness, moisture conditioned to within two percent (2%) of optimum moisture content, and compacted to at least ninety percent (90%) relative compaction, as determined by the ASTM D1557 standard. Structural fill, fill within 24 inches of building foundations and 12 inches of hardscape and pavement subgrades, shall be placed in eight (8) inch loose lifts, moisture conditioned to within two percent (2%) of optimum, and compacted to a

minimum of ninety percent (90%) of the ASTM D1557 Standard. It is anticipated that site soils encountered during grading will meet the requirements for common fill. Additionally, if oversized particles are removed, the site soils may be suitable for use as structural fill. If fill is to be placed on a slope greater than 5:1, the slope shall be benched at least the width of the equipment being used to prevent the migration of fill soils down slope.

Landscaped areas, if applicable, should be cleared of all organic and objectionable material such as wood, root stumps, etc., if any. In cut areas, no other work is necessary except grading to proper elevation and drainage conditions. In landscape fill areas, fill should be placed in loose lifts not exceeding eight (8) inches, and compacted to at least ninety percent (90%) relative compaction to prevent erosion.

A representative of Lumos should be contacted, if, during the site clearing, excavation removals, and grading operations, any unforeseen or concealed conditions within the site are identified. Testing and observation during earthwork construction is an integral part of the project as acceptance of earthwork construction is dependent upon compaction and stability of the subgrade soils. The soils engineer may reject any material that does not meet acceptable fill, compaction, and stability requirements. Further, recommendations in this report are provided upon the assumption that earthwork construction will conform to recommendations set forth in this section of the report.

FOUNDATION DESIGN CRITERIA

Conventional spread footings founded on properly prepared suitable subgrade/structural fill soils may be used to support the proposed building foundations within the project site.

Continuous Spread Footings: Footings should have a minimum embedment of 24 inches below lowest adjacent grade for frost protection. Footings founded on properly prepared suitable subgrade/structural fill soils may be designed for a net allowable bearing pressure of 3,000 pounds-per-square-foot (psf).

Footings Settlements: The maximum anticipated settlements, caused by static loading, for continuous or isolated footings bearing on properly prepared suitable subgrade/structural fill soils and designed for a 3,000 psf bearing pressure is estimated at one (1) inch or less. Differential settlements are generally expected to be half of the total settlements. Settlements in granular soils are primarily expected to occur shortly after dead and sustained live loads are applied. Settlements in clay soils occur over a longer period of time.

Lateral Loading: Resistance to lateral loads can be provided by friction acting at the base of foundations and by lateral earth resistance. A coefficient of friction of 0.45 may be assumed at the base of footings bearing on structural fill soils. An allowable passive earth resistance of 300 psf per foot of depth starting six (6) inches below lowest adjacent grade may be used for the sides of footings poured against properly compacted structural fill. Passive resistance should not exceed 3,000 psf. The at-rest lateral pressure can be calculated utilizing an equivalent fluid pressure of 35 pcf.

Dynamic Factors: Vertical and lateral bearing values indicated above are for total dead-load and frequently applied live loads. If normal code requirements are applied for design, the above vertical bearing values may be increased by thirty-three percent (33%) for short duration loading due to wind or seismic forces. The additional Dynamic

Lateral earth pressure can be calculated utilizing the following equation.

$$\text{Dynamic Lateral Force} = 3/8\gamma K_h H^2 = 33H^2$$

H = Height of Wall

K_h = Horizontal Acceleration ($S_{DS}/2.5 = 0.69g$)

γ = Unit Weight of Soil (125 pcf)

This force should be assumed to act at a height of 0.6H above the bottom of the wall.

RETAINING WALLS

Retaining structures over three (3) feet in height, if used, will require local code compliance and engineered based on parameters described in this section of the report. Retaining structures should be designed to resist the appropriate lateral earth pressures. Cantilevered walls, which are able to deflect at least 0.01 radians, can be designed using an equivalent fluid (backfill) unit weight of 35 pounds-per-cubic-foot (pcf). However, if the wall is fixed against rotation, the wall should be designed using an equivalent fluid (backfill) unit weight of 55 pcf. These design parameters are based upon the assumption that walls will retain only level backfill and no hydrostatic pressure will be present. Any other surcharge pressures should be added to the above recommended lateral earth pressures. Retaining walls should be backfilled with free draining granular material that extends vertically to the bottom of the stem and laterally at least six (6) inches beyond the face of the stem (wall) and wrapped with a Mirafi 180 N or equivalent non-woven filter fabric. Weep holes should be provided on the walls at regular intervals, or a slotted drainpipe placed at the bottom of the wall (bottom of granular material) to relieve any possible build-up of hydrostatic pressure. Backfill material within two (2) feet of the wall should be compacted with hand-held equipment only, and to at least 90% of the maximum ASTM D1557 standard.

CONCRETE SLAB DESIGN

Interior structural concrete slabs should be underlain with at least six (6) inches of Type 2, Class B Aggregate Base, compacted to a minimum of ninety-five percent (95%) relative compaction, as determined by the ASTM D1557 Standard, and supported on properly prepared suitable subgrade/structural fill soils. We recommend the aggregate base be placed after utility trenches are excavated and backfilled. A vapor barrier should be provided for all interior concrete slabs where floor moisture is undesirable. The vapor barrier shall meet the requirements of ASTM E1745, Class A, and be at least ten (10) mils thick. The vapor barrier shall be installed per the manufacturer's recommendations

Slab thickness design should be based on a Modulus of Subgrade Reaction equal to two-hundred (200) pounds-per-cubic-inch (pci) for construction on properly prepared suitable subgrade/structural fill. Reinforcement of concrete slabs should be as specified by the Project Structural Engineer.

Exterior concrete improvements (sidewalks, curbs, gutter, etc.) should be underlain with at least six (6) inches of Type 2, Class B aggregate base and properly prepared suitable subgrade soils/structural fill. All subgrade and fill should be prepared and placed as described in the grading section of this report, while the aggregate base material should be compacted to at least ninety-five percent (95%) relative compaction as determined by the ASTM D1557 standard.

PAVEMENT DESIGN

Subgrade soils in areas to be paved shall be scarified in place to a depth of at least 12 inches, moisture conditioned to within 2% of optimum moisture content, and compacted to at least ninety percent (90%) of the laboratory maximum dry density determined by the ASTM D1557 standard. Pavement structural section for the asphalt concrete utilizing an R-value of 63 (laboratory test results) is provided in Table 2, "Recommended Asphalt Pavement Sections". A Traffic Index (TI) value of 5.0 was utilized for design. Prior to placement of aggregate base, we recommend roadway subgrade soils be proof rolled utilizing a loader with a full bucket, or a fully loaded 10 wheel water truck. Observed pumping and/or yielding subgrade soils located during the proof rolling, shall be stabilized to the satisfaction of the Geotechnical Engineer. Aggregate base should consist of Type 2, Class B material and meet the requirements of the Standard Specifications for Public Works Construction (SPPWC). Aggregate base material should be moisture conditioned to within two percent (2%) of optimum and compacted to at least ninety-five percent (95%) of the laboratory maximum density, as determined by the ASTM D1557 standard.

TABLE 2
RECOMMENDED ASPHALT PAVEMENT SECTIONS

Pavement Area	Minimum Asphalt Pavement	Minimum Aggregate Base	Properly Prepared Subgrade Soils
T.I. = 5	3"	6"	12"

See Appendix D for Calculations

In all areas of the project, asphalt concrete should consist of PG64-28NV, and Type 3 asphalt aggregate per the "Orange Book" standards. We recommend a 50-blow Marshall mix that targets three percent (3%) air voids. Asphalt concrete, in any case, should be compacted to between ninety-two percent (93%) and ninety-seven percent

(98%) of the Rice theoretical maximum density. All mix designs for asphalt concrete should be submitted to the Geotechnical Engineer for review and approval a minimum of seven (7) days prior to paving.

CORROSION AND CHEMICAL ATTACK

On-site soils have a negligible water soluble sulfate content of less than 0.10% (<0.01% actual). No specific type of cement is required for concrete in direct contact with on-site soils, as required by the International Building Code. However, Type II cement (meeting ASTM C150) is recommended for concrete in direct contact with on-site soils.

All exterior concrete should have between 4.5 and 7.5 percent entrained air, a maximum water-cement ratio of 0.45, and comply with all other ACI recommendations for concrete placed in areas subject to freezing. A minimum compressive strength of 4,000 psi is recommended for all external concrete. All interior concrete should also be placed pursuant to ACI recommendations.

Tested native soil has a pH of 7.19 and a resistivity of 32,000 ohm-cm under saturated conditions. This indicates the native soils have no corrosive potential for ferrous metals in contact with these soils. However, corrosion prevention measures may be required if soils are imported to the site.

SLOPE STABILITY AND EROSION CONTROL

The results of our exploration and testing confirm that 2:1 (H:V) maximum slopes will be stable for on-site materials both in cut and fill. All slopes shall incorporate a brow ditch to direct surface drainage away from the slope face. Slopes steeper than 2:1 will require stabilization, such as retaining walls.

The potential for dust generation is high at this project. Dust control will be mandatory on this project in order to comply with air quality standards. The contractor shall be responsible for submitting a dust control plan and securing any required permits.

Stabilization of all slopes and areas disturbed by construction will be required to prevent erosion and to control dust. Stabilization may consist of rip-rap, revegetation, or dust palliative, depending on the inclination of the slope.

In order to minimize storm water discharge from this site, best management practices should be implemented.

UTILITY EXCAVATIONS

On-site soils are anticipated to be excavatable with conventional construction equipment. Compliance with OSHA regulations should be enforced for Type C soils. Excavated soils will be suitable for backfill of utility trenches after screening any oversized material (+3 inch) and debris, are moisture conditioned to within 2% of optimum moisture content, placed in eight (8) inch maximum loose lifts, and compacted to a minimum of ninety percent (90%) (ASTM D1557). However, on-site soils are not suitable for use as, and do not meet the minimum requirements for, Class A bedding and should be imported, where required.

MOISTURE PROTECTION, EROSION AND DRAINAGE

The finish surfaces around all structures should slope away from the building and toward appropriate drop inlets or other surface drainage devices. It is recommended that within ten (10) feet of the buildings a minimum slope of five percent (5%) be used for soil subgrades and one percent (1%) be used for pavements. These grades should be maintained for the life of the structures.

Landscaping and downspouts should be planned to prevent discharge adjacent to buildings. Instead, water flow should be conveyed and re-routed to discharge areas away from any improvements. Additionally, foundation drains should be considered, due to the site's proximity to the Ash Canyon Creek. Foundation drains may consist of perforated pipe, wrapped with Geotextile filter fabric, located at an elevation of 1 foot below bottom of footing elevation and 1 foot laterally outside of foundations, sloped to drain toward appropriate inlets.

Backfill adjacent to the proposed building perimeters should be properly compacted to minimize water infiltration into the foundation soils.

CONSTRUCTION SPECIFICATIONS

All work on-site shall be governed by the latest edition of the International Building Code (IBC) as accepted by Carson City, except where modified herein.

All work off-site shall be governed by the Standard Specifications and Standard Details for Public Works Construction (SSPWC), as distributed by Carson City, except as modified herein.

LIMITATIONS

This report has been prepared in accordance with the currently accepted engineering practices in Northern Nevada. The analysis and recommendations in this report are based upon exploration performed at the locations shown on the site plan, the proposed improvements as described in the Introduction section of this report and upon the property in its condition as of the date of this report. Lumos makes no guarantee as to the continuity of conditions as subsurface variations may occur between or beyond exploration points and over time. Any subsurface variations encountered during construction should be immediately reported to Lumos so that, if necessary, Lumos' recommendations may be modified.

This report has been prepared for and provided directly to Adams Carson, LLC ("The Client"), and any and all use of this report is expressly limited to the exclusive use of the Client. The Client is responsible for determining who, if anyone, shall be provided this report, including any designers and subcontractors whose work is related to this project. Should the Client decide to provide this report to any other individual or entity, Lumos shall not be held liable for any use by those individuals or entities to whom this report is provided. The Client agrees to indemnify, defend and hold harmless Lumos, its agents and employees from any claims resulting from unauthorized users.

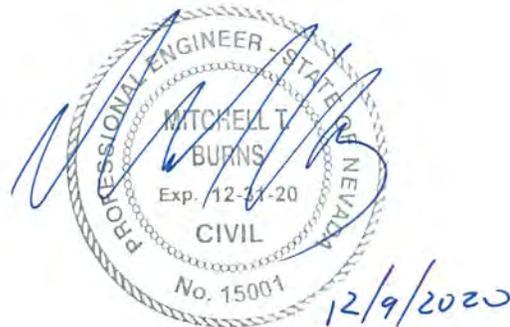
If this report is utilized in the preparation of an Engineer's Estimate of Probable Construction Costs, then the preparer of the estimate acknowledges that the report recommendations are based on the subsurface conditions found at the specific locations investigated on site; that subsurface conditions may vary outside these locations; and that no guaranty or warranty, express or implied, is made that the conditions encountered are representative of the entire site. The preparer of the estimate agrees to indemnify, defend and hold harmless Lumos & Associates, its agents and employees from any and all claims, causes of action or liability arising from any claims resulting from the use of the report in the preparation of an Engineer's Cost Estimate.

This report is not intended for, nor should be utilized for, bidding purposes. If it is utilized for bidding purposes, Client acknowledges that the report recommendations are based on the subsurface conditions found at the specific locations investigated on site; that subsurface conditions may vary outside these locations; and that no guaranty or warranty, express or implied, is made that the conditions encountered are representative of the entire site. The Client agrees to indemnify, defend and hold harmless Lumos & Associates, its agents and employees from any and all claims, causes or action or liability arising from any claims resulting from the use of the report for bidding purposes.

As explained above, subsurface variations may exist and as such, beyond the express findings located in this report, no warranties express, or implied, are made by this report. No affirmation of fact, including but not limited to statements regarding suitability for use of performance shall be deemed to be a warranty or guaranty for any purpose.

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12.10.20

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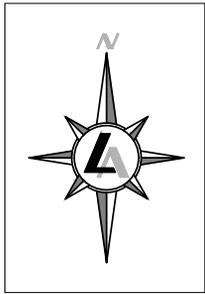
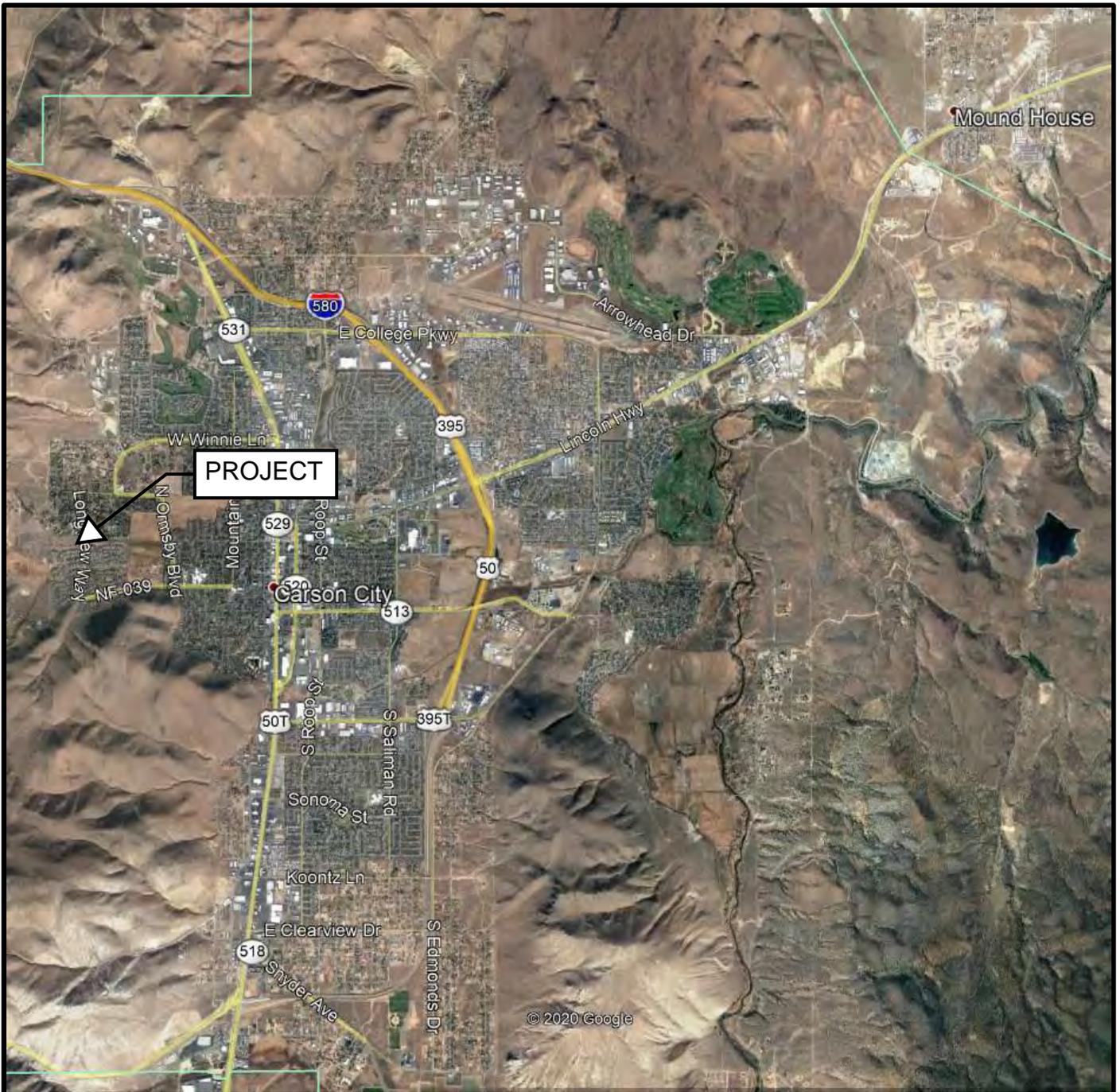
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VICINITY MAP LONGVIEW GINT.GPJ US LAB.GDT 11/24/20



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Longview Way PUD, TM, and Final Map

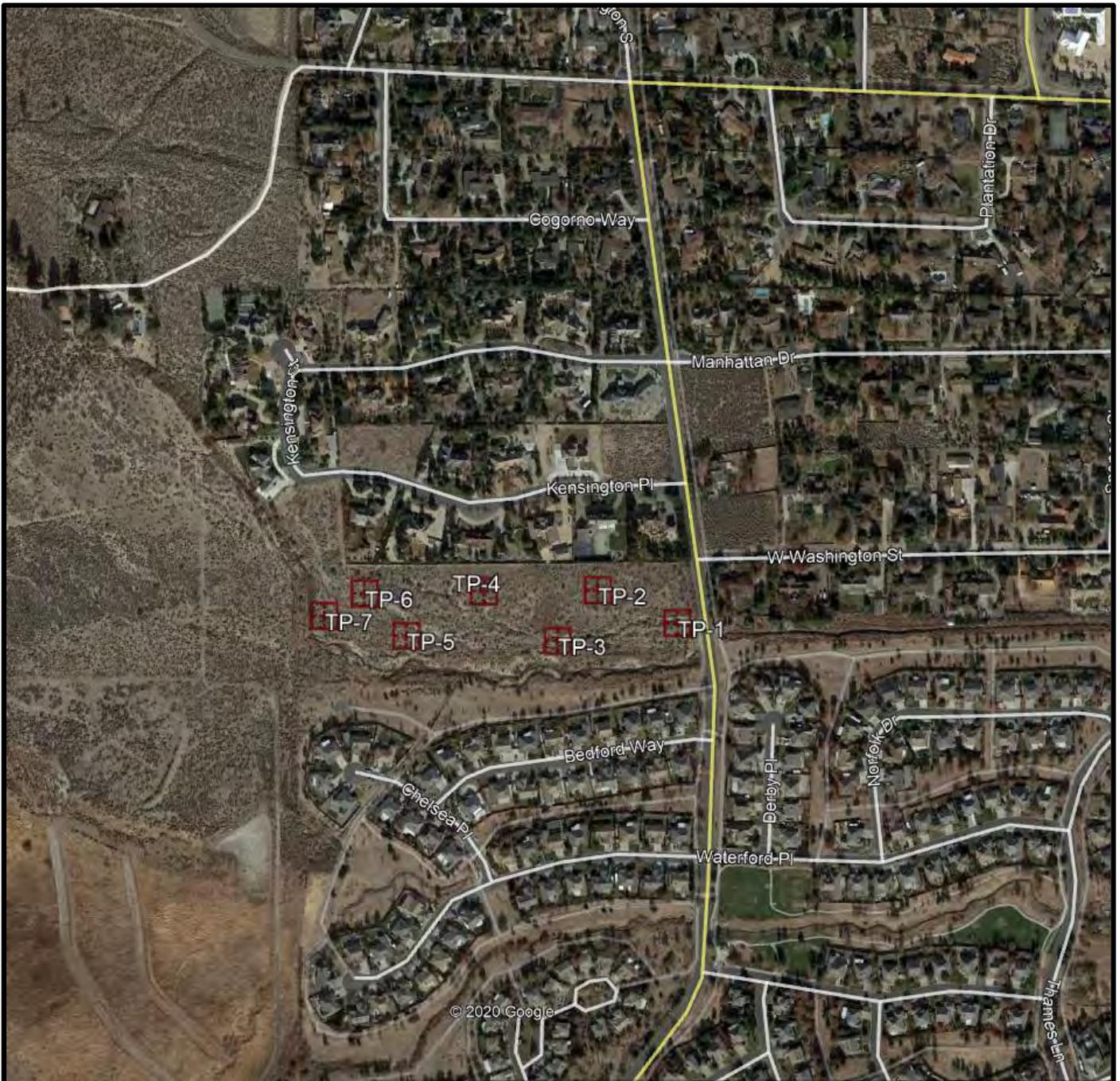
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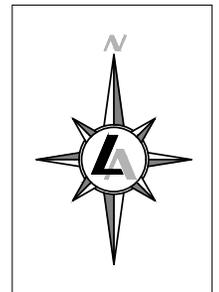
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PLATE

1



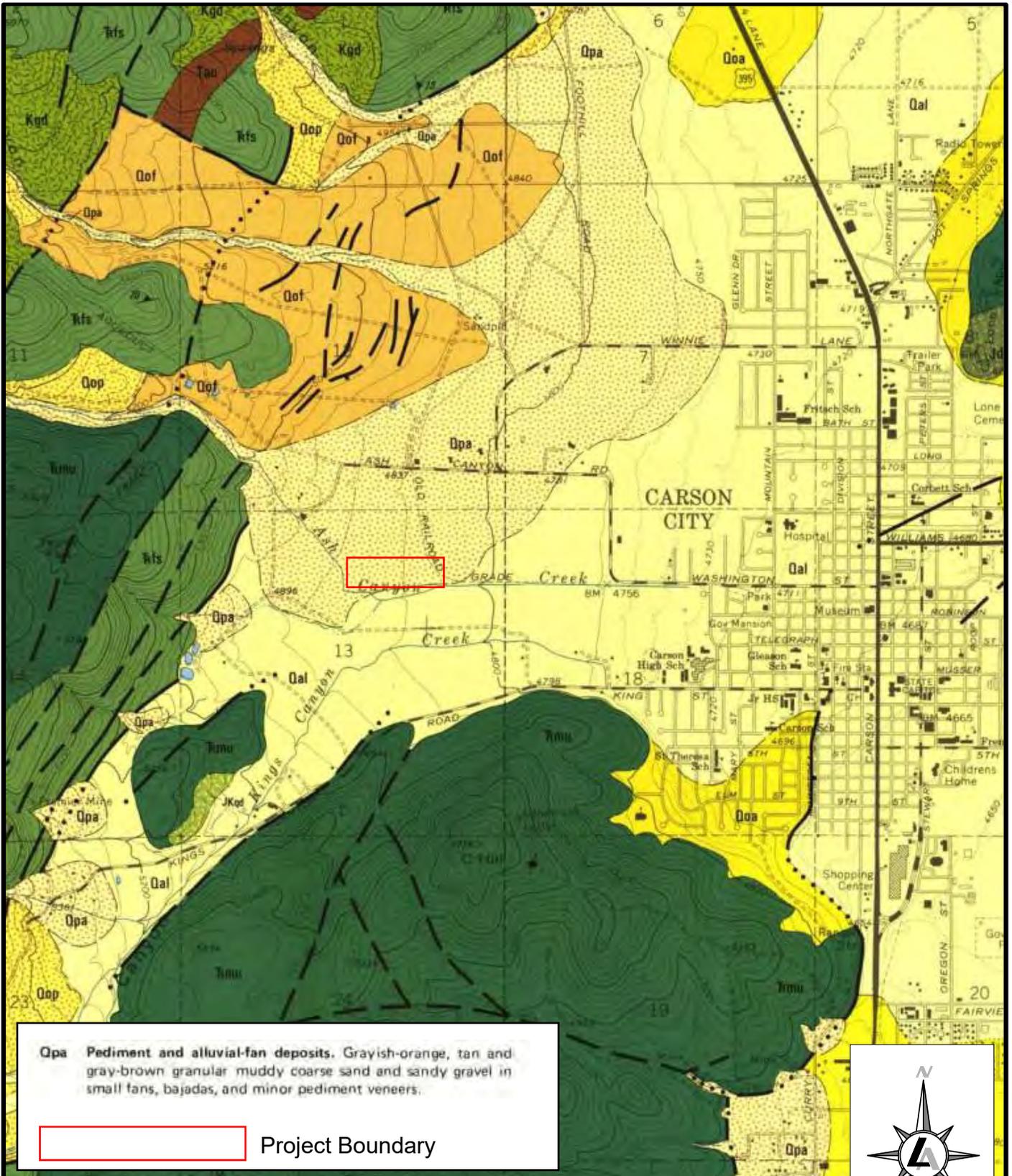
 Approximate Test Pit Locations



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Longview Way PUD, TM, and Final Map
SITE MAP
 Job Number: 9894.002 Date: November 2020

PLATE
2



Qpa Pediment and alluvial-fan deposits. Grayish-orange, tan and gray-brown granular muddy coarse sand and sandy gravel in small fans, bajadas, and minor pediment veneers.

Project Boundary



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Longview Way PUD, TM, and Final Map

GEOLOGIC MAP

Job Number: 9894.002 Date: November 2020

PLATE

3

MODIFIED MERCALLI INTENSITY SCALE

INTENSITY

EFFECTS

I	Not felt except by a very few under especially favorable circumstances.
II	Felt only by a few persons at rest, especially on upper floors of buildings. Delicately suspended objects may swing.
III	Felt quite noticeable indoors, especially on upper floors of buildings, but many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibration like passing of truck. Duration estimated.
IV	During the day felt indoors by many, outdoors by few. At night some awaken. Dishes, windows, doors disturbed; walls make cracking sound. Sensation like heavy truck striking building; standing motor cars rock noticeably.
V	Felt by nearly everyone; many awakened. Some dishes, windows, etc., broken; a few instances of cracked plaster; unstable objects overturned. Disturbance of trees, poles, and other tall objects sometimes noticed. Pendulum clocks may stop.
VI	Felt by all; many frightened and run outdoors. Some heavy furniture moved; a few instances of fallen plaster or damaged chimneys. Damage slight.
VII	Everybody runs outdoors. Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable in poorly built or badly designed structures; some chimneys broken. Noticed by persons driving motor cars.
VIII	Damage slight in specially designed structures; considerable in ordinary substantial buildings with partial collapse; great in poorly built structures. Panel walls thrown out of frame structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned. Sand and mud ejected in small amounts. Changes in well water. Disturbs persons driving motor cars.
IX	Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb; great in substantial buildings, with partial collapse. Buildings shifted off foundations. Ground cracked conspicuously. Underground pipes broken.
X	Some well-built wooden structures destroyed; most masonry and frame structures with foundations destroyed; ground badly cracked. Rails bent. Landslides considerable from river banks and steep slopes. Shifted sand and mud. Water splashed (sloped) over banks.
XI	Few, if any (masonry) structures remain standing. Bridges destroyed. Broad fissures in ground. Underground pipe lines completely out of service. Earth slumps and land slips in soft ground. Rails bent greatly.
XII	Damage total. Waves seen on ground surfaces. Lines of sight and level distorted. Objects thrown upward into the air.

From Wood and Newman, 1931, by U.S. Geological Survey, 1974, Earthquake Information Bulletin, v. 6, no. 5, p. 28

Richter Magnitude	Intensity (maximum expected Modified Mercalli)
3.0 - 3.9	II - III
4.0 - 4.9	IV - V
5.0 - 5.9	VI - VII
6.0 - 6.9	VII - VIII
7.0 - 7.9	IX - X
8.0 - 8.9	XI - XII



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MODIFIED MERCALLI SCALE

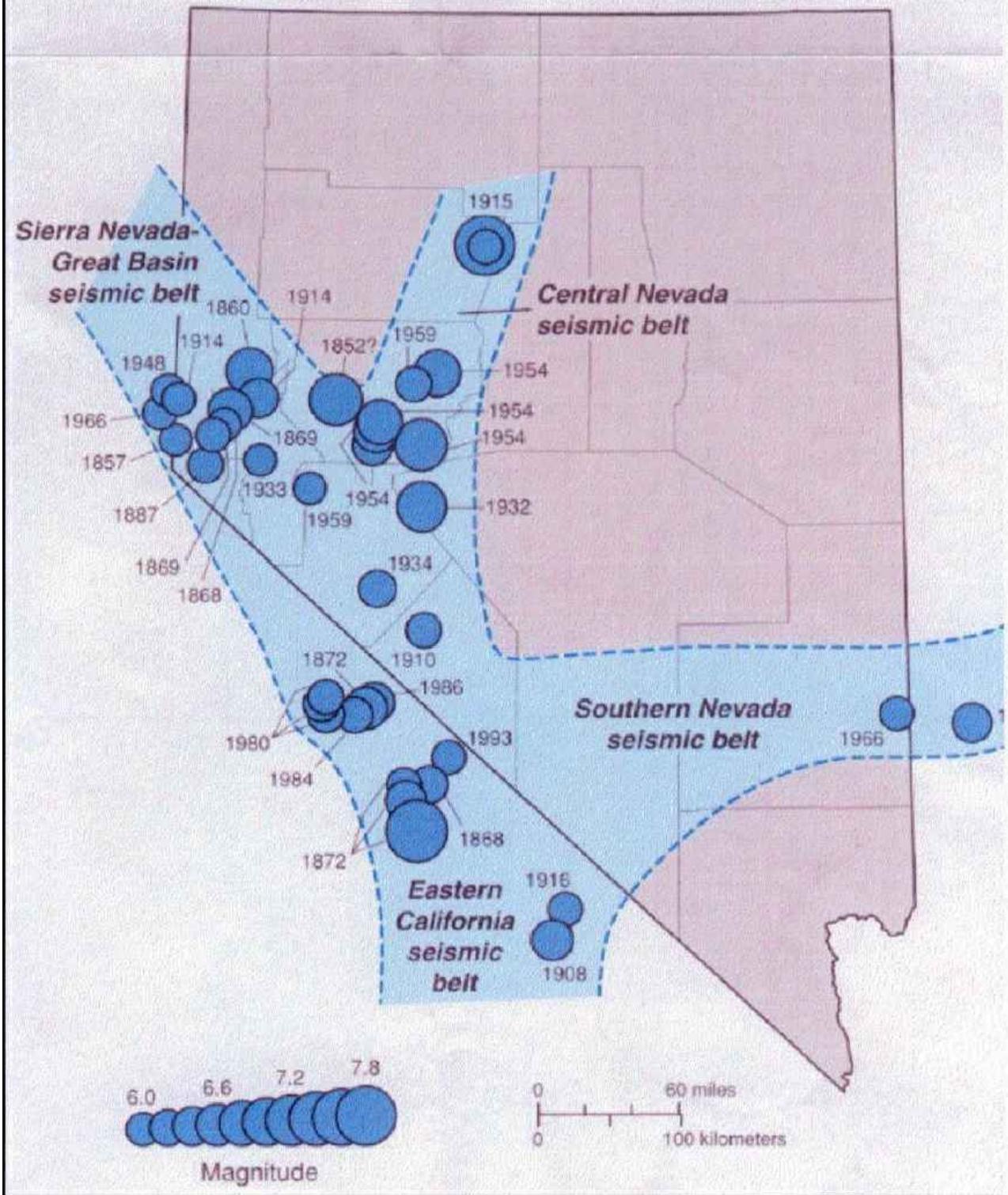
Job Number: 9894.002

Date: November 2020

PLATE

4

MAJOR EARTHQUAKES AND SEISMIC BELTS



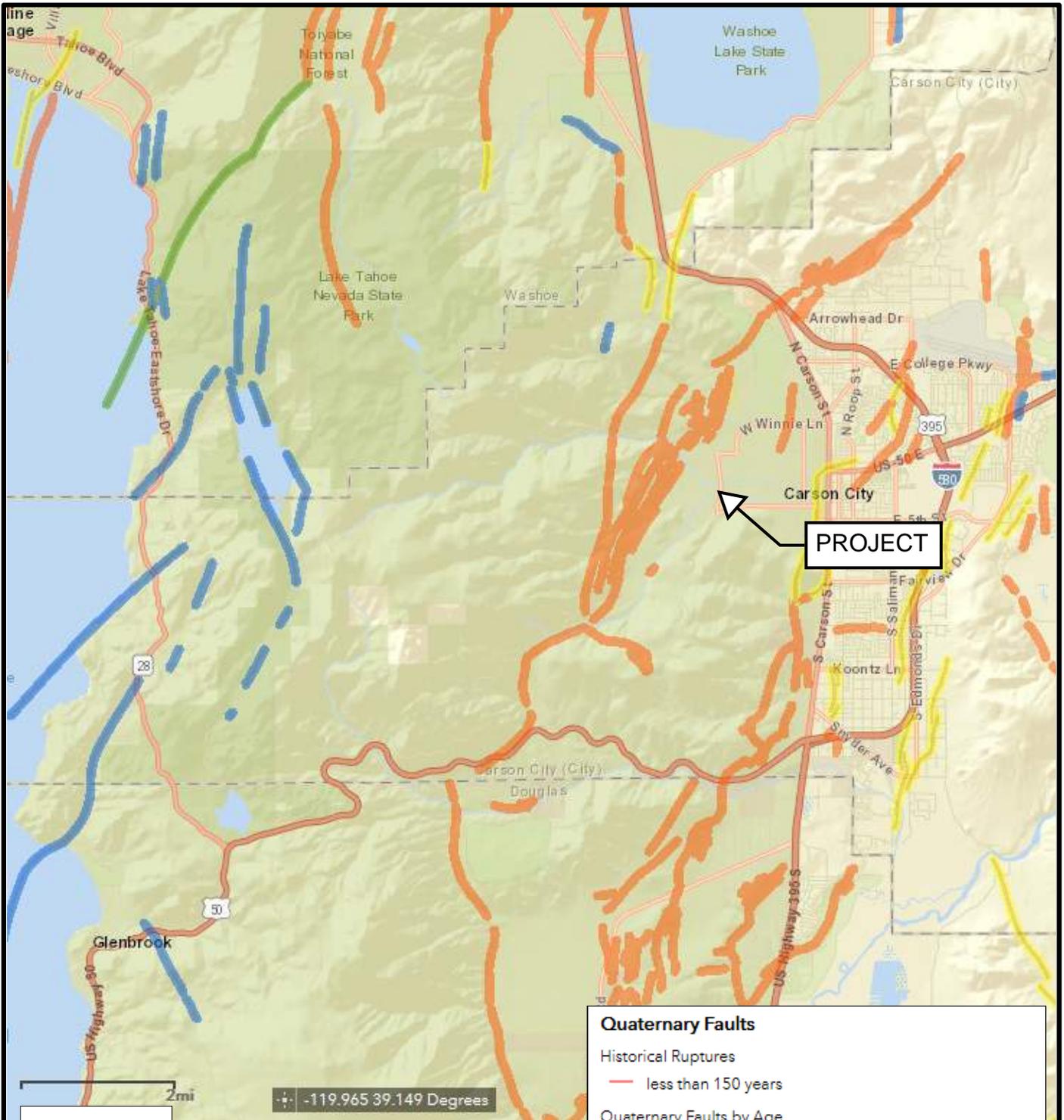
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Longview Way PUD, TM, and Final Map
**MAJOR EARTHQUAKES &
 SEISMIC BELTS**

**PLATE
 5**

Job Number: 9894.002

Date: November 2020



PROJECT

Quaternary Faults

Historical Ruptures

— less than 150 years

Quaternary Faults by Age

— less than 15,000 years

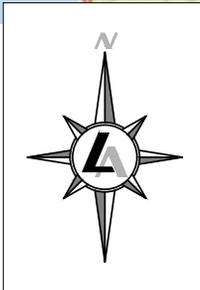
— less than 130,000 years

— less than 750,000 years

— less than 1.8 million years

— Class B faults

— Unclassified



2mi

-119.965 39.149 Degrees



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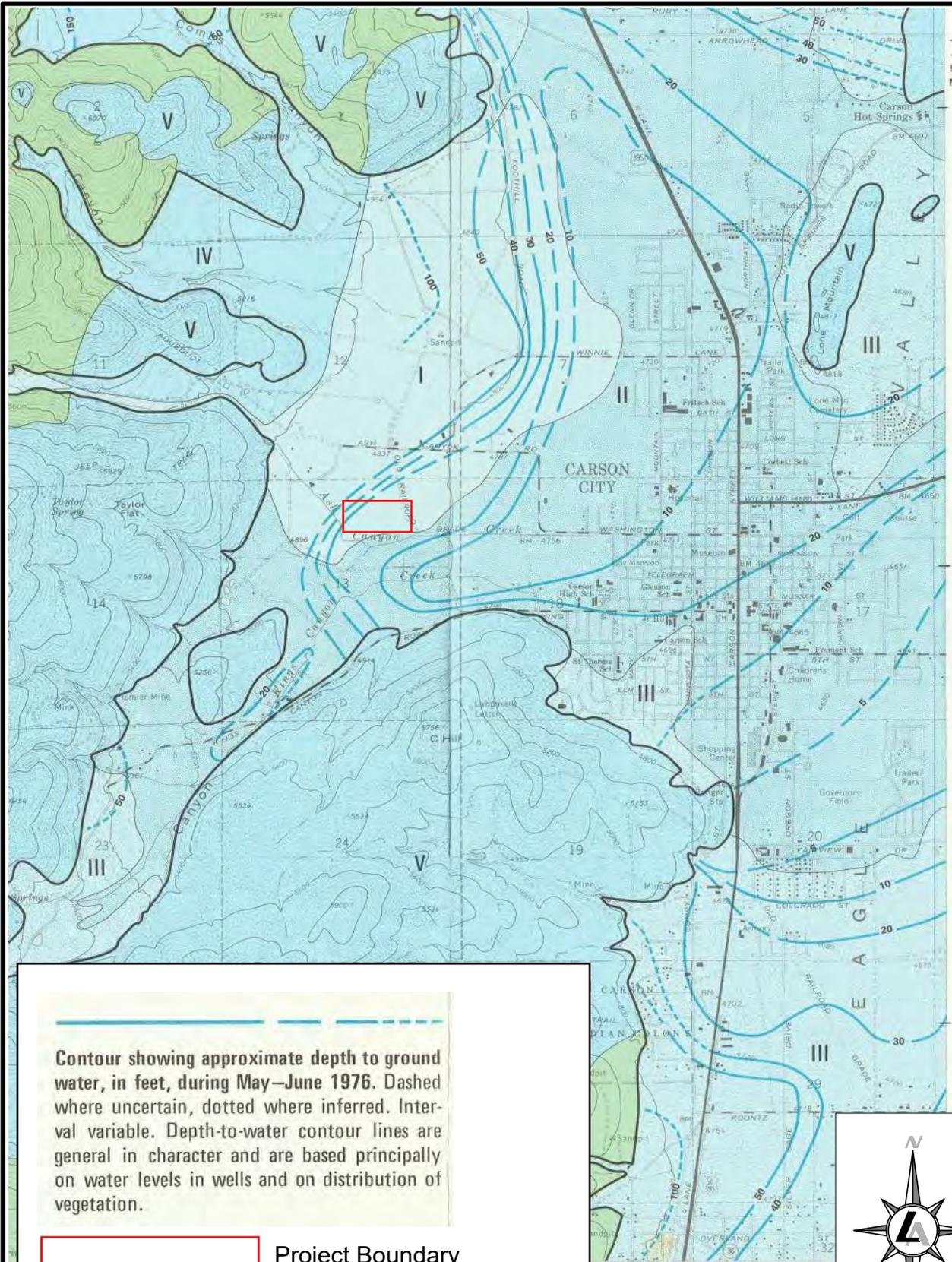
Longview Way PUD, TM, and Final Map

FAULT MAP

Job Number: 9894.002 Date: November 2020

PLATE

6



T 15 N

GROUND WATER



Contour showing approximate depth to ground water, in feet, during May–June 1976. Dashed where uncertain, dotted where inferred. Interval variable. Depth-to-water contour lines are general in character and are based principally on water levels in wells and on distribution of vegetation.

 Project Boundary



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Longview Way PUD, TM, and Final Map
GROUND WATER MAP
 Job Number: 9894.002 Date: November 2020

PLATE
7

APPENDIX A

TEST PIT No. TP-1

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **13 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear
1			(Fill) Poorly Graded Sand with Silt and Gravel (SP-SM) Light Brown, Dry, Loose Contains Some Roots and Wood Debris												
2															
3															
4		B		1.3		NP	NP	37.2	55.4	5.2	64				
5															
6				6.0											
7			Poorly Graded Sand with Silt and Gravel (SP-SM) Brown, Moist, Medium Dense												
8															
9		B													
10															
11															
12															
13				13.0											

Test pit terminated at 13 feet.
 Test pit backfilled without compaction verification.

LUMOS TP FULL PAGE WITH R-V AND SHEAR LONGVIEW GINT.GPJ US LAB.GDT 11/24/20

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TEST PIT No. TP-2

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **13 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear
1			Silty Sand (SM) Brown, Dry, Medium Dense Roots to a Depth of 3' From 5' to 9.5' Soil Contained 30% Cobbles and Boulders Boulders up to 18" in Diameter												
2															
3															
4															
5															
6															
7															
8															
9															
10							9.5								
11															
12															
13							13.0								
			Silty Sand with Gravel (SM) Brown, Slightly Moist, Medium Dense												
			Test pit terminated at 13 feet. Test pit backfilled without compaction verification.												

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TEST PIT No. TP-3

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **13 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear	
1		B	Poorly Graded Sand with Gravel (SP) (Stream Wash) Light Brown, Dry, Medium Dense			0.5			NP	NP	41.1	52.0	2.7			
2																
3																
4							4.0									
5		B	Silty Sand with Gravel (SM) Brown, Dry, Medium Dense From 11'-13' Fines Content Decreased													
6																
7																
8																
9																
10																
11																
12																
13							13.0									
			Test pit terminated at 13 feet. Test pit backfilled without compaction verification.													

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TEST PIT No. TP-4

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **12 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear	
1			Silty Sand with Gravel (SM) Brown, Dry, Medium Dense			1.4	9.0	127.5	NP	NP	16.1	70.1	13.9		36.3	
2																
3																
4																
5																
6					Poorly Graded Sand with Silt and Gravel (SP-SM) Light Brown, Slightly Moist, Medium Dense			6.0								
7																
8																
9																
10																
11																
12							12.0									

Test pit terminated at 12 feet.
 Test pit backfilled without compaction verification.

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LOG OF EXPORATORY TEST PIT

Job Number: 9894.002 Date: November 2020

PLATE

A-4

TEST PIT No. TP-5

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **13 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear	
1		B	Poorly Graded Sand with Silt and Gravel (SP-SM) Light Brown, Dry, Medium Dense													
2																
3																
4						4.0										
5		B	Poorly Graded Sand with Gravel (SP) Brown, Slightly Moist, Medium Dense													
6																
7																
8				8.0												
9		B	Silty Sand with Gravel Brown, Slightly Moist, Medium Dense 20% Cobbles and Boulders Boulders up to 18" in Diameter													
10																
11																
12																
13				13.0												
Test pit terminated at 13 feet. Test pit backfilled without compaction verification.																

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TEST PIT No. TP-7

Logged By: **B. Sexton**
 Date Logged: **11-16-20**
 Equipment Type: **Case 590**

Total Depth: **13 feet**
 Water Depth: **No groundwater encountered**
 Ground Elev.: **Existing Ground**

Depth in Feet	Graphic Log	Sample Type	SOIL DESCRIPTION			Natural Moisture Content, %	Density Test Water Content, %	In Place Density Test, pcf	Liquid Limit, %	Plasticity Index, %	Gravel, % (3" - #4 Sieve)	Sand, % (#4 - #200 Sieve)	Fines, % (< #200 Sieve)	R-Value	Direct Shear	
1			Silty Sand (SM) (Possible Fill) Brown, Dry, Medium Dense													
2																
3						3.5										
4			Poorly Graded Sand with Silty and Gravel (SP-SM) Light Brown, Dry, Medium Dense 10% Cobbles Cobbles up to 8" in Diameter													
5																
6																
7																
8																
9			Silty Sand with Gravel (SM) Brown, Slightly Moist, Medium Dense Below 11' Soil Contained 15% Cobble													
10																
11																
12																
13																
Test pit terminated at 13 feet. Test pit backfilled without compaction verification.																

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SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)			SM	SILTY SANDS, SAND - SILT MIXTURES	
			SC	CLAYEY SANDS, SAND - CLAY MIXTURES	
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

Other Tests

AN	ANALYTICAL TEST (pH, Soluble Sulfate, and Resistivity)
C	CONSOLIDATION TEST
DS	DIRECT SHEAR TEST
MD	MOISTURE DENSITY CURVE

LUMOS LEGEND LONGVIEW GINT.GPJ 10-23-06.GDT 11/24/20



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LEGEND

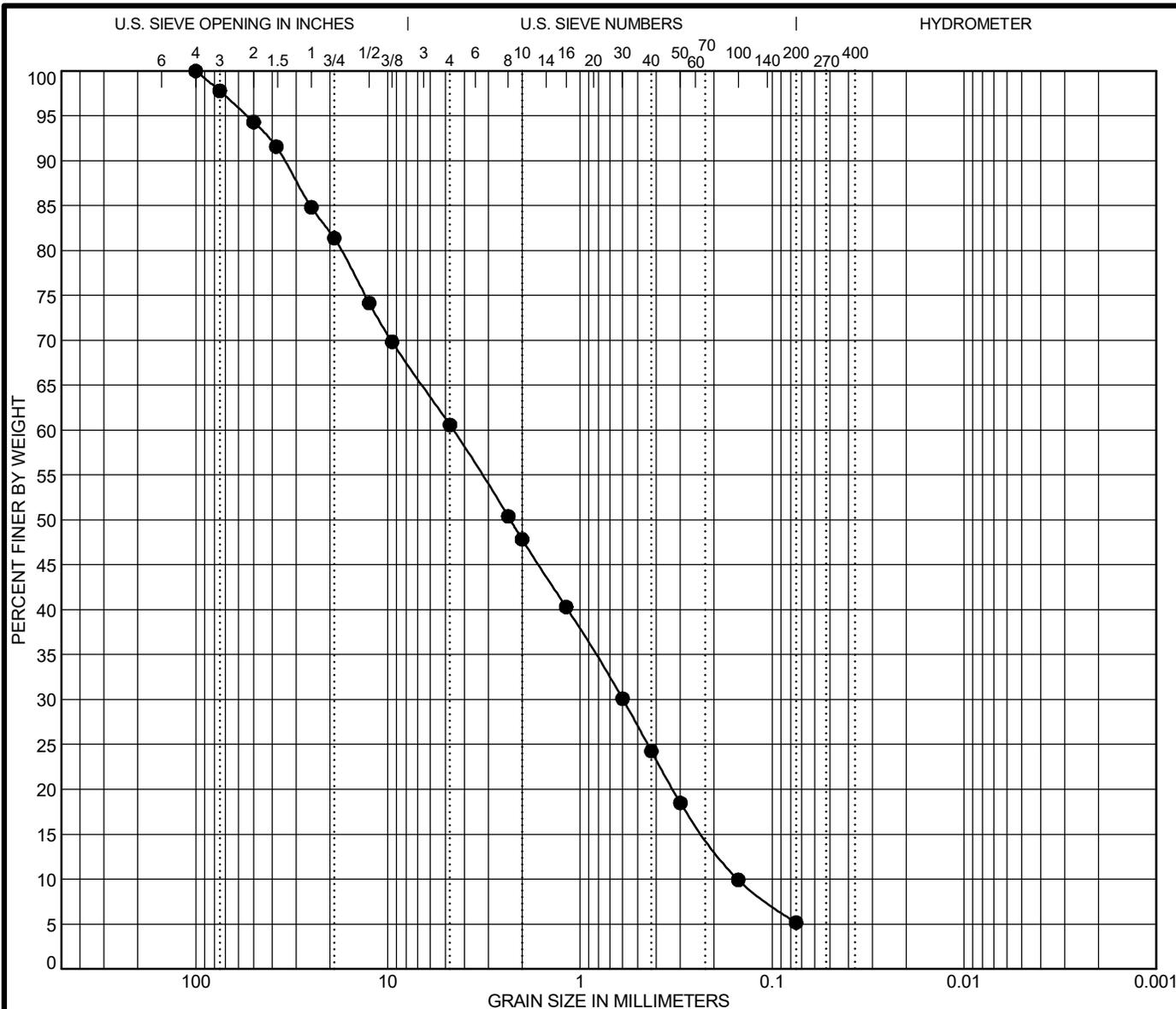
Job Number: 9894.002

Date: November 2020

PLATE

A-8

APPENDIX B



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Date: 11-17-202									
●	TP-1	Classification					LL	PL	PI	Cc	Cu
	Depth: 3	Poorly Graded Sand with Silt & Gravel (Fill)					NP	NP	NP	0.5	30.2
	Sample Location	Test Pit 1 at 3'-4'									
	USCS	SP-SM									
	AASHTO										
Specimen Identification											
●	TP-1	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
	Depth: 3	100	4.563	0.596	0.151	37.2	55.4	5.2			
	Natural Moisture	1.3 %		S.E.	Absorption %						
	R-Value	64		Durability Index	Soundness						
	Percentage of Wear (500 rev)	%		Specific Gravity	Direct Shear						

LUMOS GRAIN SIZE LONGVIEW GINT.GPJ US LAB.GDT 11/24/20

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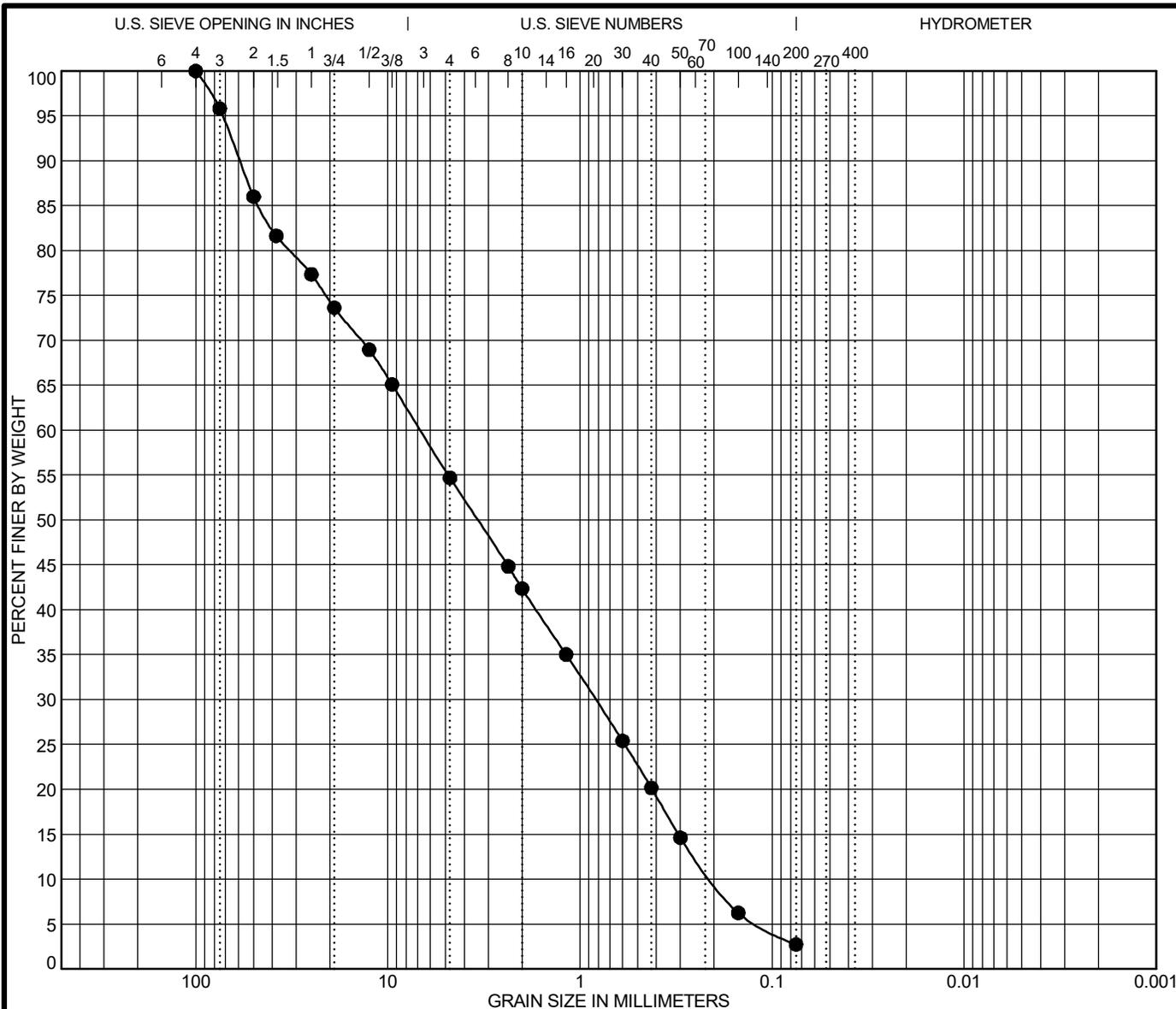
Longview Way PUD, TM, and Final Map

GRAIN SIZE DISTRIBUTION

Job Number: 9894.002 Date: November 2020

PLATE

B-1.1



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Date: 11-17-20									
●	TP-3	Classification					LL	PL	PI	Cc	Cu
	Depth: 1	Poorly Graded Sand with Gravel					NP	NP	NP	0.5	33.0
Sample Location		Test Pit 3 at 1'-2'									
USCS		SP									
AASHTO											
Specimen Identification											
●	TP-3	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
	Depth: 1	100	6.769	0.829	0.205	41.1	52.0	2.7			
Natural Moisture		0.5 %		S.E.		Absorption %					
R-Value				Durability Index		Soundness					
Percentage of Wear (500 rev)		%		Specific Gravity		Direct Shear					

LUMOS GRAIN SIZE LONGVIEW GINT.GPJ US LAB.GDT 11/24/20



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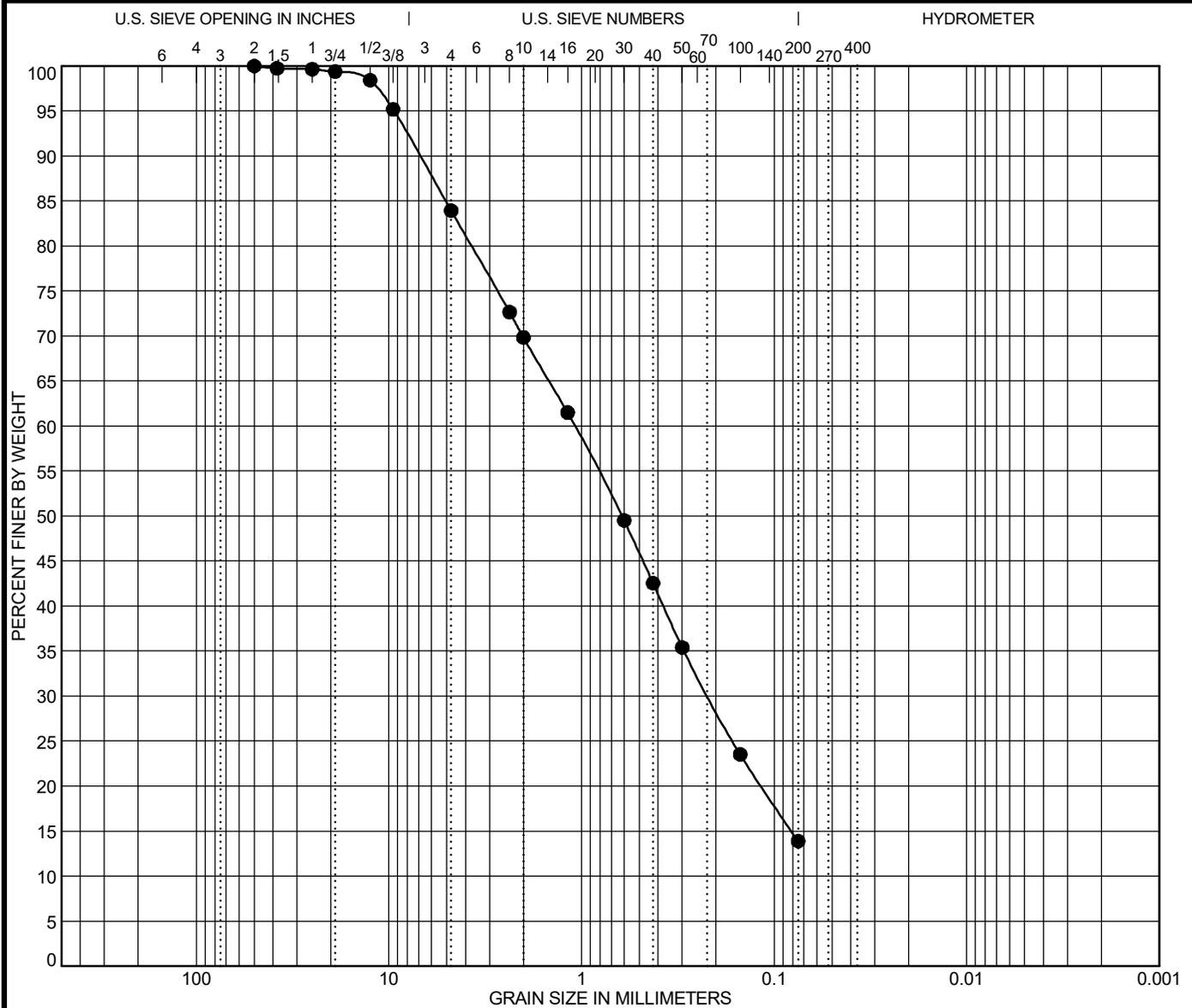
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GRAIN SIZE DISTRIBUTION

Job Number: 9894.002 Date: November 2020

PLATE

B-1.2

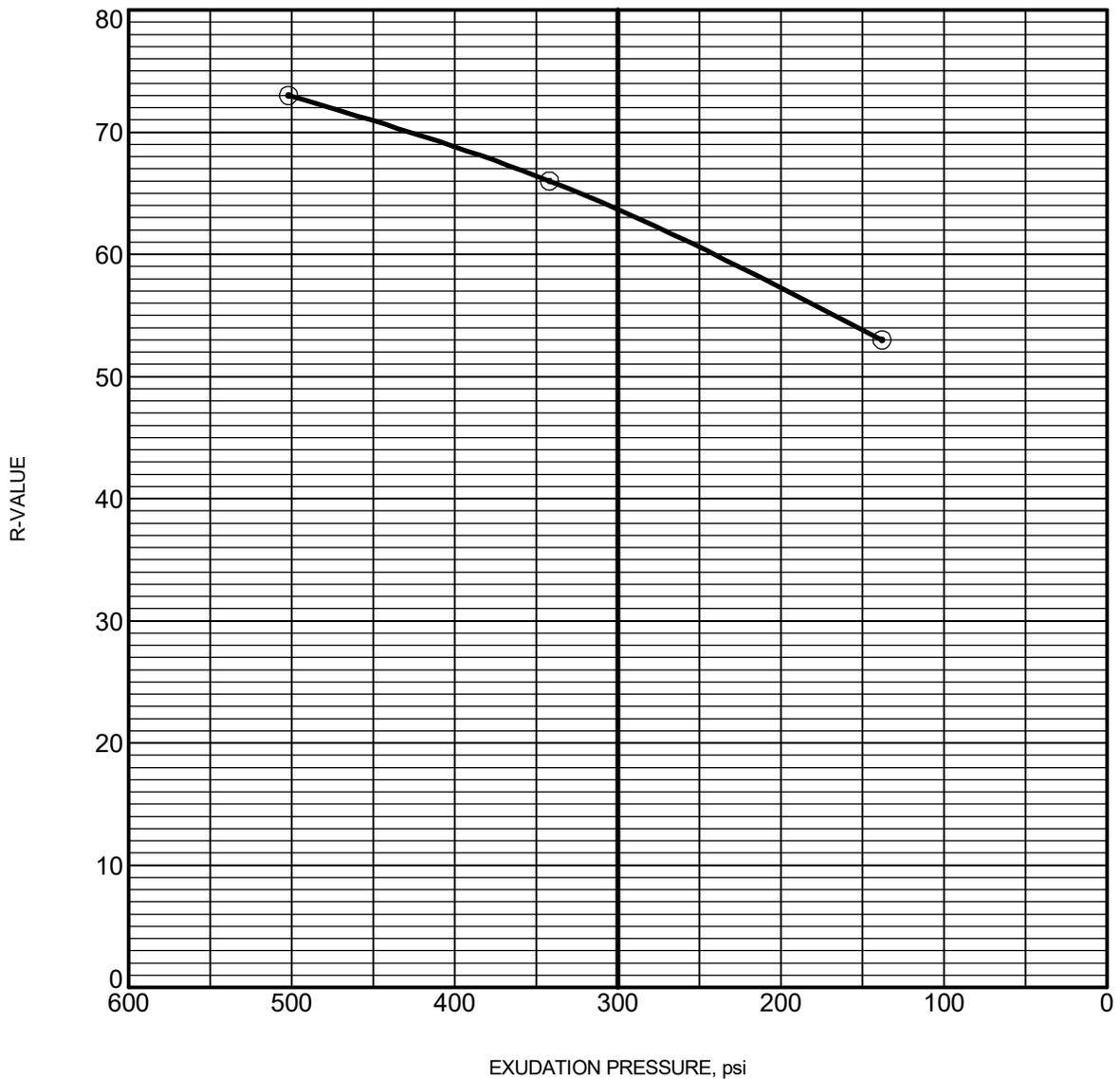


COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification		Date: 11-17-20									
●	TP-4	Classification					LL	PL	PI	Cc	Cu
	Depth: 1	Silty Sand with Gravel					NP	NP	NP		
Sample Location		Test Pit 4 at 1'-2'									
USCS		SM									
AASHTO											
Specimen Identification											
●	TP-4	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
	Depth: 1	50	1.084	0.219		16.1	70.1	13.9			
Natural Moisture		1.4 %		S.E.		Absorption %					
R-Value				Durability Index		Soundness					
Percentage of Wear (500 rev)		%		Specific Gravity		Direct Shear		36.3			

LUMOS GRAIN SIZE LONGVIEW GINT.GPJ US LAB.GDT 11/24/20

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	<p>Date: November 2020</p>	



Test Data

Specimen No.	Water Content (%)	Dry Density (pcf)	Expansion (psf)	Exudation (psi)	Test R-Value*
1	10.0	126.9	0.0	502.0	73.0
2	9.8	126.8	0.0	342.0	66.0
3	10.3	125.6	0.0	138.0	53.0

* Reported values have been corrected for sample height, where required.

Test Result

Specimen Identification	Classification	R-Value
TP-1 3.0	Poorly Graded Sand with Silt & Gravel (Fill)	64

R-VALUE LONGVIEW GINT.GPJ US_LAB.GDT 11/24/20



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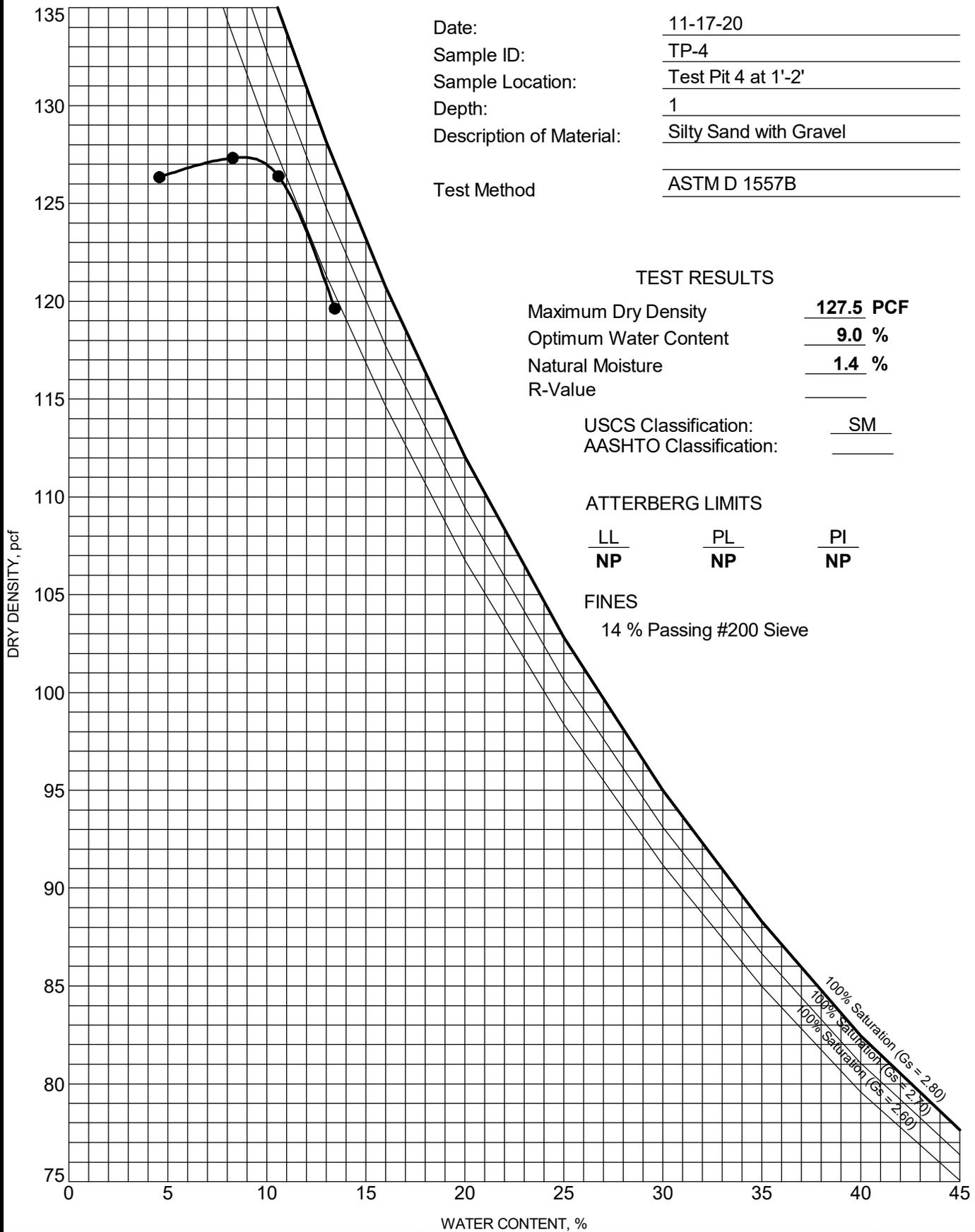
RESISTANCE VALUE TEST

Job Number: 9894.002

Date: November 2020

**PLATE
B-3**

Date: 11-17-20
 Sample ID: TP-4
 Sample Location: Test Pit 4 at 1'-2'
 Depth: 1
 Description of Material: Silty Sand with Gravel
 Test Method: ASTM D 1557B



TEST RESULTS

Maximum Dry Density 127.5 PCF
 Optimum Water Content 9.0 %
 Natural Moisture 1.4 %
 R-Value _____

USCS Classification: SM
 AASHTO Classification: _____

ATTERBERG LIMITS

LL PL PI
 NP NP NP

FINES

14 % Passing #200 Sieve

LUMOS COMPACTION LONGVIEW GINT.GPJ US LAB.GDT 11/24/20



Lumos & Associates
 308 N. Curry St. Suite 200
 Carson City, NV 89703
 775.883.7077
 Fax: 775.883.7114
 mburns@lumosinc.com

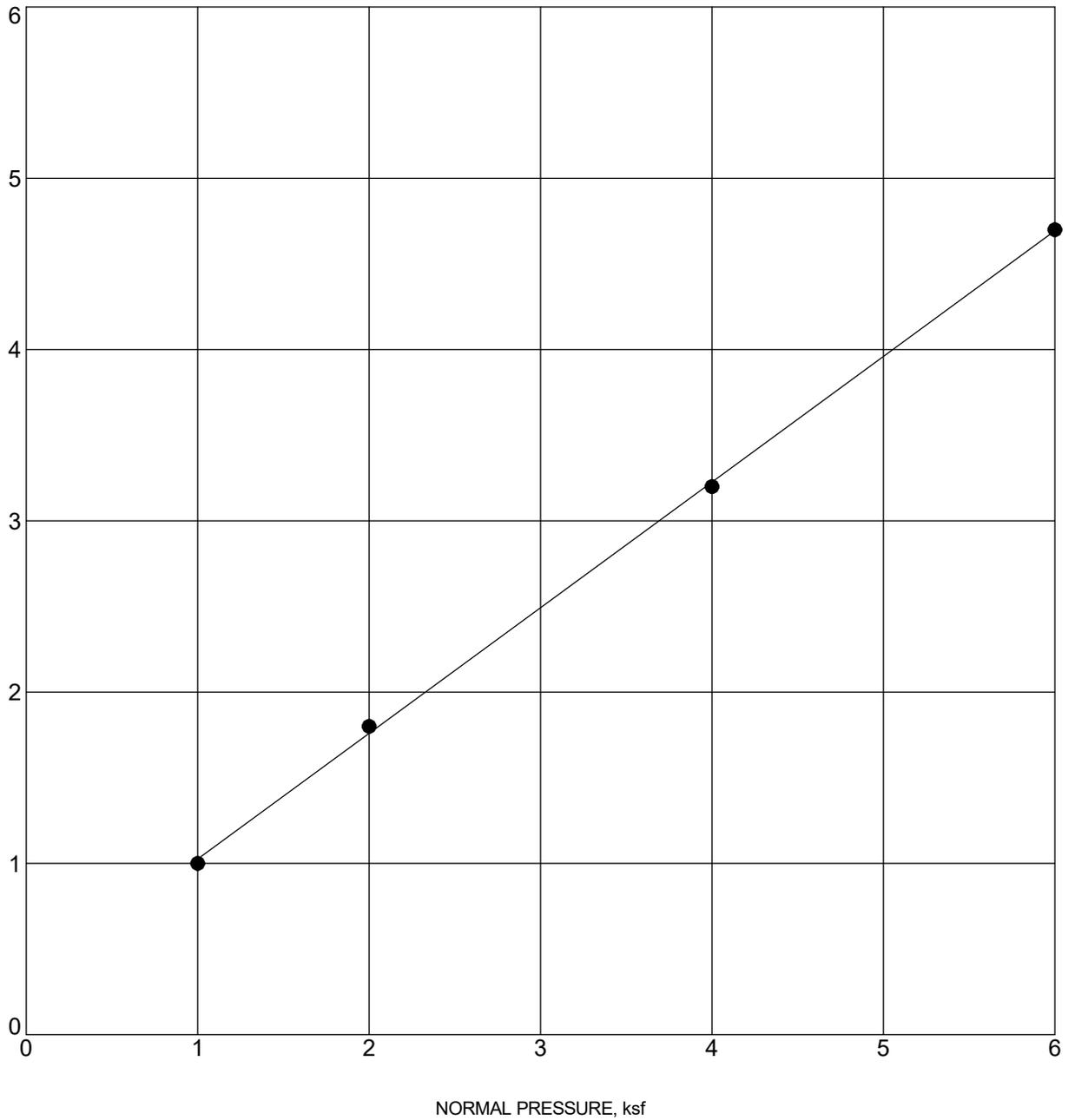
Longview Way PUD, TM, and Final Map
MOISTURE-DENSITY CURVE

Job Number: 9894.002

Date: November 2020

PLATE
B-4

SHEAR STRENGTH, ksf



LUMOS DIRECT SHEAR LONGVIEW GINT.GPJ US LAB.GDT 11/24/20

Specimen Identification	Classification	γ_d	MC%	c	ϕ
● TP-4 1.0	Silty Sand with Gravel	115	9	0.29	36.3



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Longview Way PUD, TM, and Final Map

DIRECT SHEAR TEST

Job Number: 9894.002

Date: November 2020

PLATE
B-5



Silver State Labs-Reno
 1135 Financial Blvd
 Reno, NV 89502
 (775) 857-2400 FAX: (888) 398-7002
 www.ssalabs.com

Analytical Report

Workorder#: 20110876
 Date Reported: 11/24/2020

Client: Lumos and Associates - Reno
Project Name: 9894.002/ Longview TP-3 at 1'-2'
PO #: 9894.002/MTB

Sampled By: Bert Sexton

Laboratory Accreditation Number: NV015/CA2990

Laboratory ID	Client Sample ID	Date/Time Sampled	Date Received
20110876-01	Longview TP-3 at 1'-2'	11/16/2020 6:00	11/17/2020

Parameter	Method	Result	Units	PQL	Analyst	Date/Time Analyzed	Data Flag
Chloride	EPA 9056	< 5	mg/Kg	5	MA	11/19/2020 10:49	S
pH	SW-846 9045D	7.19	pH Units		AC	11/20/2020 11:17	
pH Temperature	SW-846 9045D	22.0	°C		AC	11/20/2020 11:17	
Resistivity	AASHTO T288	32000	Ohms-cm		AC	11/19/2020 11:08	
Sodium	ASTM D2791	< 0.01	%	0.01	MA	11/20/2020 12:43	
Sodium Sulfate as Na ₂ SO ₄	Calculation	< 0.01	%	0.01	MA	11/20/2020 14:10	
Sulfate	SM4500 SO ₄ E	< 0.01	%	0.01	MA	11/19/2020 14:14	

Original

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 Carson City, NV 89703
 775.883.7077
 Fax: 775.883.7114
 mburns@lumosinc.com

Longview Way PUD, TM, and Final Map

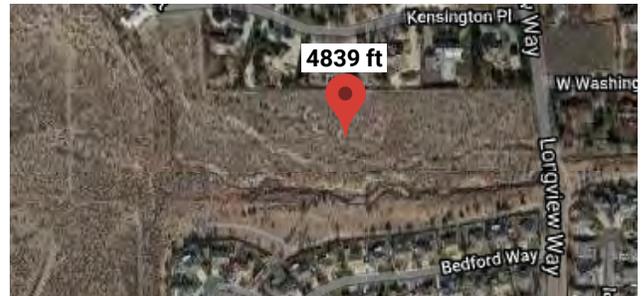
ANALYTICAL TESTING

Job Number: 9894.002 Date: November 2020

PLATE

B-6

APPENDIX C



Map data ©2020 Imagery ©2020, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency

Basic Parameters

Name	Value	Description
S_S	2.149	MCE_R ground motion (period=0.2s)
S_1	0.789	MCE_R ground motion (period=1.0s)
S_{MS}	2.578	Site-modified spectral acceleration value
S_{M1}	* null	Site-modified spectral acceleration value
S_{DS}	1.719	Numeric seismic design value at 0.2s SA
S_{D1}	* null	Numeric seismic design value at 1.0s SA

* See Section 11.4.8

Assuming exceptions provided in Section 11.4.8 are applicable to proposed building, the following are utilized.

IBC 2018

$F_a = 1.2$ Table 1613.2.3(1) and Section 1613.2.3

$F_v = 1.7$ Table 1613.2.3(2)

$S_{M1} = 1.7 (0.789) = 1.341g$ Equation 16-37

$S_{D1} = 2/3(1.341) = 0.899g$ Equation 16-39



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Longview Way PUD, TM, and Final Map

DESIGN RESPONSE SPECTRUM

Job Number: 9894.002

Date: November 2020

PLATE

C-1

APPENDIX D

Job # 9894.002
Project: Longview Way PUD, TM, and Final Map
Client: Adams Carson, LLC
Description: Pavement Calculations
By: J. Macaluso

R-Value for Native Subgrade = 63 (Laboratory Testing)
R-Value for Type 2 Class B Aggregate Base = 70 (Standard Specification)
TI (Local Road) = 5.0

$$GE=0.0032*(TI)*(100-R)$$

$$G_{f(AC)}=2.50, G_{f(Base)}=1.1,$$
$$t_{layer}=GE/G_f$$

Proposed Section 1: Asphalt, Recycled Aggregate Base

$$GE_{AC}=0.0032*(5.0)*(100-70)=.48'$$
$$t_{AC}=(.48/2.50)*(12"/1')=2.3" \quad \text{USE 2" Asphalt Concrete}$$
$$GE_{AC}=(2"*2.50)/(12")=0.42'$$

$$GE_{Base}=0.0032*(5.0)*(100-63)=0.59'$$
$$t_{Base}=((0.59'-0.42')/1.1)*(12"/1')=1.8" \quad \text{USE 6" Aggregate Base}$$



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mburns@lumosinc.com

Longview Way PUD, TM, and Final Map

Pavement Calculations

Job Number: 9894.002

Date: November 2020

PLATE

D-1



Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

April 15, 2021

Carson City Engineering

Ref: 9894.002

RE: Adams Estates– Trip Generation Memo

This memo is prepared for Carson City engineering to support the Planned Unit Development application for the Adams Estates.

Trip Generation

The Adams Estates development proposes the creation of 12 single family residential lots. Per the ITE Trip Generation Manual, a single family residence generates a total of 10 trips per day and 1 peak hour trip per residence. Therefore the development is expected to develop a total of **120** trips per day and **12** peak hour trips.

The generated trips are less than the 80 peak hour trips and 500 trips per day threshold set by Carson City to require a traffic study per CCDS 12.13.

Please do not hesitate to call me at (775) 883-7077 if you have questions.

Sincerely,

Micah Laack, P.E.
Project Manager



04/14/2021













DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ADAMS ESTATES SUBDIVISION

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ADAMS ESTATES SUBDIVISION**

THIS DECLARATION is made effective as of _____ 20___, by the Developer, Adams Estates, LLC a Nevada LLC (“Grantor” and “Class B Member”). All capitalized terms not otherwise defined in the text hereof are defined in Article 3.

ARTICLE 1 - RECITALS

The property potentially subject to this Declaration includes, but is not limited to, the property legally described on Exhibit A attached hereto and made a part hereof by this reference “Adams Estates Subdivision”. Grantor intends to develop Adams Estates Subdivision in one phase or Tract, herein defined.

The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively “Restrictions”) that apply to the Tract. The Restrictions are designed to preserve the Property’s value, desirability, and attractiveness, to ensure a well integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE 2 - DECLARATION

Grantor declares that the Property, herein defined, shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;

B. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor, Grantor’s successors in interest, and each grantee or Owner, and such grantee’s or Owner’s respective successors in interest, and may be enforced by Grantor, by any Owner, or such Owner’s successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales, or leasing, nor Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the City.

ARTICLE 3 - DEFINITIONS

"Architectural Committee." Architectural Committee shall mean the committee created by the Grantor or an Association pursuant to Article 10 hereof.

"Articles." Articles shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

"Assessments." Assessments shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments of any Association as further defined in this Declaration.

"Association." Association shall mean the Nevada profit or non-profit corporation, and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Adams Estates Homeowners Association, Inc.," or any similar name which fairly reflects its purpose.

"Association Rules." Association Rules shall mean those rules and regulations promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

"Board." Board shall mean the Board of Directors or other governing board or individual, if applicable, of an Association.

"Building Lot." Building Lot shall mean one or more lots within a Tract as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

"Bylaws." Bylaws shall mean the Bylaws of the Association.

"Common Area." Common Area shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and waterways. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or

reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights.

“Declaration.” Declaration shall mean this Declaration as it may be amended from time to time.

“Design Guidelines.” Design Guidelines shall mean the construction guidelines approved by the Architectural Committee.

“Grantor.” Grantor shall mean Adams Estates, LLC, an Nevada limited liability company, and its successors in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or its successor.

“Improvement.” Improvement shall mean any structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

“Landscape Easements.” Landscape Easements shall mean any portion of a Building Lot located within the landscape easements designated on the Plat or in a Supplemental Declaration including, but not limited to, landscape areas contained within any private access and/or public utility easement. This Landscape Easement is in addition to the general landscape easement described in Sections 5.5.2.3 and 12.7 of this Declaration.

“Limited Assessment.” Limited Assessment shall mean a charge against a particular Owner and such Owners Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including, without limitation, damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Building Lot in proper repair, including interest thereon as provided in this Declaration or a Supplemental Declaration or for any goods or services provided by the Association benefiting less than all Owners.

“Member.” Member shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

“Owner.” Owner shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

“Adams Estates Subdivision.” Adams Estates Subdivision shall mean the Property.

“Person.” Person shall mean any individual, partnership, corporation, or other legal entity.

“Plat.” Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Carson City, Nevada, as the same may be amended by duly recorded amendments thereof.

“Property.” Property shall mean the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise. The Property also may include, at Grantor’s sole discretion, such additional property in addition to that described in Exhibit A as may be annexed by means of Supplemental Declaration as provided herein.

“Regular Assessment.” Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of an Association which is to be levied against the Building Lot of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

“Special Assessment.” Special Assessment shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

“Supplemental Declaration.” Supplement Declaration shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property.

“Tract.” Tract shall mean a defined portion of the Property within which the contemplated development involves a common use or compatible uses, and which may have been designated as a Tract by this Declaration or a recorded Supplemental Declaration. Each Tract shall contain one or more Building Lots, and may be managed to the extent permitted herein. Presently the only Tract is composed of twelve (12) building lots.

“Waterway.” Waterway shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

ARTICLE 4 - GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single- family dwelling unit or structure. The minimum structure size in Adams Estates Subdivision shall be Two Thousand (2,000) square feet exclusive of garage, Two Thousand Four Hundred (2,400) square feet minimum if it is a two story building, with a minimum of One

Thousand Two Hundred (1,200) square feet on the main floor. This criteria shall apply to all phases.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural shingles roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat for the Tract in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or applicable Architectural Committee, whichever is more restrictive. In addition to standard building setbacks, no structure or part of a structure, with the exception of fences, shall be located within 20 feet of an adjacent property at a periphery boundary of the Property.

4.1.4 Accessory Structures. Detached accessory structures, including but not limited to, detached garages, detached guest houses, detached pool houses, detached accessory storage sheds, or any detached structures, shall be allowed if in conformity with the provisions of this Declaration, with the provisions of the Carson City Municipal Code, and as approved by the applicable Architectural Committee. Garages, storage sheds attached to the residential structure, patio covers, and detached patio covers, shall be constructed of, and roofed with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, pools, tennis courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other property in the vicinity of the Building Lot or offensive or detrimental to the occupants of such other property.

4.1.5 Driveways. All access driveways shall have a wearing surface approved by the Architectural Committee of asphalt, concrete, or other hard surface materials, and shall be properly graded to assure proper drainage.

4.1.6 Mailboxes. All replacement mailboxes and stands will be of consistent design, material, and coloration and shall be located on or adjoining Building Lot lines at places designated by Grantor or the Architectural Committee.

4.1.7 Fencing. Fence designs shall not extend into any common green space within the subdivision. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that of other fencing constructed adjacent to or abutting Common Areas, public and private streets, and shall otherwise be as approved by the Architectural Committee. Fencing shall not extend higher than six (6) feet above the finished grade surface of the Building Lot or extend past the front setback of the home. All fencing must meet the setback requirements of City ordinance. Certain entryway, corner view or common area abutting Building Lots as more particularly set forth in Section 10.3 are subject to further fencing restrictions.

4.1.8 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

4.2 Antennae. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be screened by a fence, landscaping or similar structures in accordance with the Architectural Committee guidelines, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance or use of the antennae, or preclude the reception of an acceptable quality signal. No antennae may be installed prior to construction of a residential improvement upon a Building Lot.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein, unless such subdivision complies with all applicable laws.

4.5 Signs. No sign of any kind shall be displayed for public view without the approval of the applicable Architectural Committee or Association, and the City if otherwise so required, except:

- A. such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots;
- B. temporary signs naming the contractors, the architect, and the lending institution for particular construction operation;

C. such signs identifying Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and,

D. one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease

All signage, including signage for the exceptions listed in (A)-(D), must be done in accordance with the Subdivision signage format. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in Carson City's Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 8 of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.8 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable Architectural Committee. For the purposes hereof, “established” drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property.

4.9 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of the City, the Association, or other public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article 7 herein, as may be applicable.

4.10 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board of the Association and all governmental authorities having jurisdiction. Grantor or affiliates of Grantor may use the water supply as deemed necessary for temporary or other irrigation purposes.

4.11 No Hazardous Activities. No activities shall be conducted on the Property, and improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

4.12 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to other property, and no equipment, treat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.13 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established for the Property.

4.14 No Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or

unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.15 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to Carson City's Sewer System and pay all charges assessed therefor.

4.16 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph 4.16 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.17 Energy Devices Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph 4.17 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.18 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Adams Estates Subdivision. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway unless such vehicle is engaged in an emergency procedure.

4.19 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph 4.19 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Adams Estates Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot.

4.20 Landscaping. The Owner of any Building Lot shall landscape such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the Architectural Committee. All landscaping shall be planted within thirty (30) days after said dwelling structure is completed, weather permitting. The initial front landscaping shall include as a minimum, in the front and side yards, two (2) deciduous trees of at least two inch (2") caliper or one (1) pine tree of at least six feet (6') in height and one (1) flowering tree of at least two inch (2") caliper in front yard, ten (10) - five (5) gallon shrubs or plants, five (5) - two (2) gallon shrubs or plants and at least one (1) raised sculptured berm. But if Grantor or an affiliate of Grantor constructs the dwelling structure, only the front yard of the Building Lot is required to be landscaped within thirty (30) days of substantial completion of the dwelling structure. The Owner is then responsible for completing the balance of the Building Lot landscaping within ninety (90) days after the Building Lot is conveyed to the first Owner of the Building Lot. Additionally, Grantor may grant extensions of the landscaping deadlines to any party for up to ninety (90) days. Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. All landscaped Common Areas other than riparian vegetation shall be irrigated by an underground sprinkler system.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot.

Landscaping located within that portion of the Building Lot designated as common area through the private access/utility/landscape easement shall be constructed by the Developer and shall be maintained by the Association. The installation of said landscaping is in addition to the landscaping required for each individual Building Lot as described in this section.

4.21 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or

real estate sales or leasing offices for lots and homes within the Development. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Carson City's Recorder.

4.22 Conveyances to and from Municipalities. The Board shall have the power to convey any portion of the Common Area in Adams Estate Subdivision to the City, and the State of Nevada, the United States of America, or any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

4.23 Water Rights Appurtenant to Subdivision Lands. Where applicable, within one hundred twenty (120) days of the date of the recording of this Declaration, Grantor shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in by City or State code, all water rights and assessment obligations appurtenant to the Property to the Association,

4.24 Commencement of Construction. Once an owner commences the construction of a dwelling structure in compliance with the restrictions herein, such construction shall be completed within six (6) months thereafter. The term "Commence the construction," as used in this paragraph 4.24, shall require actual physical construction activities upon such dwelling structure upon such Building Lot. Owner is responsible to maintain cleanliness of the roadway and site during construction.

ARTICLE 5 - ADAMS ESTATES HOMEOWNERS ASSOCIATION

5.1 Organization of Adams Estates Homeowners Association. Adams Estates Homeowners Association ("Association") shall be initially organized by Grantor as an Nevada nonprofit corporation under the provisions of the Nevada Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner, except Grantor, shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Tract, Building Lot, or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor, for so long as Grantor is the Class B Member, shall be known as Class A Members. Each Class Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote. Upon termination of the Class B Member, Grantor shall become a Class A Member.

5.3.2 Class B Member. The Grantor shall be known as the Class B Member, and shall be entitled to six (6) votes for each Building Lot of which Grantor is the Owner, less six (6) votes for each Building Lot owned by a Person other than Grantor. The Class B Member shall cease to be a voting Member in the Association upon the later to occur of the following: (i) when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members; or (ii), the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

Fractional votes shall not be allowed. If the Owner of a Building Lot shall be more than one (1) Person, all such Persons shall be deemed Members, but the voting rights in the Association attributable to that Building Lot may not be split and shall be exercised by one representative selected by such Persons as they, among themselves, may determine. In the event that such joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Nevada subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Nevada law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and

operation of the Common Area and the Association's other assets (including water rights when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon the termination of the Class B Member.

5.5.1.4 Association Rules. The power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association.

5.5.1.6 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and

enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services, public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

5.5.1.6.2 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

5.5.1.7 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

The right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area and Landscape Easement areas (as defined in Section 3.13), including the repair and replacement of property damaged or destroyed by casualty loss. Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association. Such properties may include those lands intended for open space uses and which may be referred to as "non-buildable" lots per the Plat. Additionally, the Association may, in its discretion, limit or restrict the use of certain Common Areas to the Owners residing in the Subdivision.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Nevada, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

5.5.2.3 Maintenance of Berms Retaining Walls and Fences. Maintain the berms, retaining walls, fences, water amenities, roadway, entry gate, sign, and landscape within and abutting the Common Area and Landscape Easement areas.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Property, the Association, and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Property all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Nevada, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, the following policies of insurance:

5.5.2.6.1 Fire insurance, including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area.

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as follows:

Not less than One Million Dollars and No Cents (\$1,000,000.00) per person, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.

Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

5.5.2.6.3 Such other insurance, including motor vehicle insurance and Workmen's Compensation Insurance, to the extent necessary to comply with all applicable

laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.5.2.6.4 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

5.5.2.6.5 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

5.5.2.7 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.

5.5.2.8 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.9 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Carson City Recorder, as more fully provided herein.

5.5.2.10 Private Streets, Signs, and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the Carson City consents to such waiver.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any owner of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating

statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.7.2 Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and available for delivery upon request to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for the last fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws.

ARTICLE 6 - RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments for the maintenance, repair, management and operation of improvements on the Common Area;

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules; and,

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as private street, cul-de-sacs and walkways.

6.1.5 The right of the Association to protect wildlife habitat.

6.2 Designation of Common Area. Grantor shall designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building lot.

6.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE 7 - ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any portion of the Property, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

7.1.1 Assessment Constitutes Lien. Such Assessments and Charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

7.2 Regular Assessments. All Owners, including the Grantor, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular

Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots in the applicable Tract attributable to the Owner by the total number of Building Lots in such Tract.

7.2.3.2 Up until two (2) years following the date of the sale of a Building Lot in a particular Tract of the development, the Grantor shall be assessed the difference between the total revenue of the Association less the total expenses of the Association ("Shortfall") for that Tract of the development. The Grantor agrees to pay the cost of any Shortfall in order to properly maintain the Property during the development of each Tract. After two (2) years from the date of the first sale of a Building Lot in a particular Tract, the Grantor shall be assessed the Regular Assessment (defined in Section 7.2.3.1) for each Building Lot remaining in the respective Tract. This reduced assessment is in return for the Grantor paying the maintenance obligations for the Common Area prior to the acceptance of these obligations by the Association.

7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such

Member's Building Lot or restricted Common Area into compliance with the provisions of the governing instruments for the Property, or for otherwise providing any goods or services benefiting less than all Members or such Members' Building Lots.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

7.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment of Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owners Building Lot.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot in the applicable Tract, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present,

subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE 8 - ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with Carson City's Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Carson City Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Nevada Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Nevada as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Carson City Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 8.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE 9 - INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committee of an Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person, except Grantor, shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article 9.

9.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE 10 - ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Grantor's Right of Appointment. At any time, and from time to time, prior to the termination of the Class B Member, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Nevada, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee.

10.3.1 Architectural Committee Guidance. As guidance for the Architectural Committee, the objective of Adams Estates is to have a diversity of design, producing a community harmonious with the surrounding existing developments, while also allowing

creative license with contemporary elements. The design theme of dwellings and accessory structures constructed on Building Lots shall be based upon regional and traditional architectural styles including, but not limited, Mountain, Tahoe, Ranch, Farmhouse, Tuscan, and Prairie, with contemporary interpretations and elements. Modern architectural styles are undesirable within the subdivision and shall be avoided to maintain harmony with the surrounding community.

Building emphasis shall be on appropriate massing and proportion, vertically proportioned windows and doors, with horizontal roof dominated forms, overhangs, and porches. Forms should be harmonious with rhythm and patterns, utilizing sustainable, natural and durable exterior materials in earth tone colors to blend with the landscape. One and two story massing should step back from the lower story facade to the upper story. Stepped roof massing should include single story elements with higher masses occurring toward the center of the home with lower profiles occurring toward the outer portions of the home. Pretentious, over stylized decorative detailing, avant garde, modular homes or “pre-built” sections of homes are undesirable and shall be avoided. Landscape planting should be integral to the home design to enhance the streetscape character, softening and adding texture to buildings, providing shade, and defining gardens and outdoor spaces.

Six-foot (6’) wood privacy fencing shall be used for homes abutting other building parcels in a consistent form designated by the Architectural Committee, as well as for the side yards of those Building Lots adjacent to the Common Areas along Longview Way. All Building Lots adjacent to the Common Area open space and ten foot (10’) private access easement between Building Lots 6 and 7 shall use open view fencing in a consistent form designated by the Architectural Committee with a height not to exceed four (4) feet.

10.3.2 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.3 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Nevada, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.4 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.5 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article 10 shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Article 10, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantor for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

10.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental

considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the county Recorder of Carson City. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

10.10 Grantor's Exemption. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the Architectural Committee.

ARTICLE 11 - ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Grantor intends to develop the Property and other properties and may, in Grantor's sole discretion, deem it desirable to annex some or all of such properties to the Property covered by this Declaration. Tracts may be annexed to the Property and brought within the provisions of this Declaration as provided herein by Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner or Association. The use and development of such Tracts shall conform to all applicable land use regulations, as such regulations are modified by variances.

11.2 By Association. Following the termination of the Class B Member, Tracts may be created, subject to the same conditions, by the Association upon the exercise by Members of at least two-thirds percent (2/3%) of the votes of the Association.

11.3 Rights and Obligations of Owners of Annexed Tracts. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Tract all provisions contained in the Declaration shall apply to the Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such Tract shall be treated for all purposes as a Tract as defined above. The Owners of lots located in the Tracts shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within said Tracts shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Tracts.

11.4 Method of Annexation. The addition of a Tract to the Property authorized under Sections 12.1 and 12.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Tract, which shall be executed by Grantor or the Owner thereof and which shall annex such property to the Property. Thereupon each Tract shall be part

of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association established for the area encompassing such Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the Owner thereof desirable to reflect the different character, if any, of the Tract, or as Grantor or such Owner may deem appropriate in the development of the Tract. If any Tract is created, the Association shall have the authority to levy Assessments against the Owners located within such Tract, and the Association shall have the duty to maintain additional Common Area located within the Tract if so specified in any Supplemental Declaration.

11.5 De-annexation. Grantor may delete all or a portion of the Property, including previously annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of the Association so long as Grantor is the owner of all such Tracts and provided that a Supplemental Declaration of Deletion of Property is recorded in the Office of the Carson City Recorder in the same manner as a Supplemental Declaration of annexation. Members other than Grantor as described above, shall not be entitled to de-annex all or any portion of a Tract except on the favorable vote of seventy-five percent (75%) of all members of the Association and written approval of Grantor so long as Grantor owns any portion of the Property.

ARTICLE 12 - EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 12.1

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways. Such easements shall run with the land, and may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot of Common Area.

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any

improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property and/or a Tract, as appropriate, to the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser.

12.3.1 Improvement of Drainage and Utility Easement Areas. The owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner of such Building Lot and the Grantor, Association or designated entity with regard to the Landscaping Easement described in this Article 12, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association and/or the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged. The sixty (60) foot wide private access/utility/landscape easement over the roadway and lot frontages is exempted from the aforementioned allowances and no landscaping or fencing shall be installed or maintained within said easement area by any owner except the Association, its contractors or agents.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

12.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

12.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

12.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served by such driveway, or whenever a driveway is installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway

shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace, or maintain such driveway.

12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Landscape Easement. An easement is hereby reserved to each appropriate Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Sewer Covenants and Restrictions. All Building Lots within the Property shall be subject to and restricted by the following covenants and restrictions:

12.11.1 A monthly sewer charge must be paid after connecting to the Carson City public sewer system, according to the ordinances and laws of Carson City.

12.11.2 The Owner of the Building Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected to the City's sewage system.

12.11.3 The Grantor shall have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

12.12 Specific Landscape Easement. Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

ARTICLE 13 - MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run ten (10) years from the sale of the first lot, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with Carson City Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Carson, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

13.2 Amendment.

13.2.1 By Grantor. Except as provided in paragraph 13.3 below, until the recordation of the first deed to Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract.

13.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article 13, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in

the Association, and such amendment shall be effective upon its recordation with the Carson City Recorder. Any amendment to this Article 13 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

13.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

13.3 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and it may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 13.3.

13.4 Enforcement and Non-Waiver.

13.4.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

13.4.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner of Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

13.4.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

13.4.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

13.4.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

13.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Nevada.

13.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

13.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

13.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

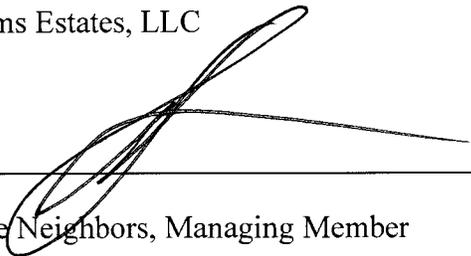
13.5.4 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

13.6 Successors and Assigns. All references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

IN WITNESS WHEREOF, the Grantor has executed this Declaration effective as of the date first set forth above.

Adams Estates, LLC

By:



Steve Neighbors, Managing Member

EXHIBIT A

Legal Description of the Property

GRANTEE:
Adams Carson, LLC
701 S. Allen St. #101
Meridian, ID 83642

GRANT, BARGAIN, AND SALE DEED

THIS INDENTURE, made the 19th day of December, 2012, by and between the Mae B. Adams Trust, an Idaho trust f/k/a The Survivor's Trust of the L.A. Adams and Mae B. Adams 1990 Trust dated November 28, 1990, amended and restated August 19, 2008, Steven G. Neighbors sole trustee ("**Grantor**"), and Adams Carson, LLC, an Idaho limited liability company, of 701 S. Allen St. #101, Meridian, Idaho, 83642 ("**Grantee**").

WITNESSETH

That Grantor, in consideration of the sum of Ten Dollars and No/100 (\$10.00), lawful money of the United States, and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell to Grantee, and to its successors and assigns, all that certain lot, piece, or parcel of land situated in Carson City, state of Nevada, and more particularly described as follows:

A parcel of land located within a portion of the Northeast one-quarter of Section 13, Township 15 North, Range 19 East, MDB&M, Carson City, Nevada, being more particularly described as follows:

Commencing at the North one-quarter corner of said Section 13; thence S. 00° 59' 48" W., 930.18 feet along the North-South centerline of said Section 13 to the POINT OF BEGINNING;
thence S. 89° 18' 44" E., 1329.37 feet;
thence S. 06° 54' 46" E., 388.41 feet;
thence N. 89° 18' 44" W., 1382.82 feet to a point on the North-South centerline of said Section 13;
thence N. 00° 59' 48" E., 385.00 feet to the POINT OF BEGINNING.

Parcel contains 11.986 acres more or less.

The land described herein is shown on a Record of Survey filed for the William H. Long Family Trust.

Reference File No. 28485, Book 37, Page 509, recorded on July 3, 1984.

GRANT, BARGAIN, AND SALE DEED
APN: 7-061-61

Page 1 of 2

429485

CONCEPTUAL DRAINAGE STUDY

for

Adams Estates
Carson City, Nevada
(APN: 007-061-61)

Prepared For:

Adams Carson, LLC
C/o Strategic & Operations Solutions, Inc.
5598 N. Eagle Road, Suite 102
Boise, Idaho 83713

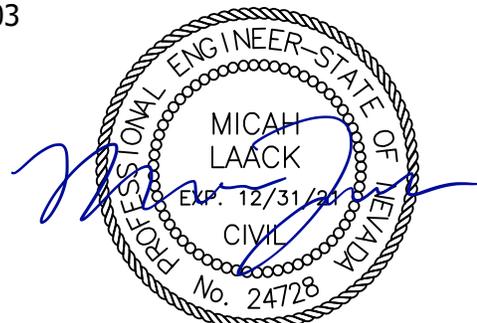
Prepared By:



Lumos and Associates, Inc.
308 N. Curry Street, Suite 200
Carson City, NV 89703

JN: 9894.002

April 2021



04/14/2021

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I. INTRODUCTION

A. Description of Project

This conceptual drainage report identifies the existing and conceptually proposed site conditions, and the potential drainage improvements for the approximately 12-acre parcel (APN 004-015-06) located in Section 13, Township 15N, Range 19E. The existing parcel is proposed to be developed as a single family cluster development, consisting of 12 units, 4.49 acres of open space, and associated civil and drainage infrastructure. A single road and cul de sac are proposed, along with widening Longview along the frontage. This study has been conducted in accordance with Division 14 of the Carson City Municipal Code.

B. Existing Site Conditions

The existing site is currently undeveloped and overgrown with brush and weeds. The property is bordered by Longview Way to the east, Ash Canyon Creek to the west, developed residential lots to the north and Carson City open space to the south. The existing site slopes at approximately 2% across the proposed development and generally slopes from west to east. Off-site runoff entering the site and on-site storm water generated from the site currently flow to Ash Canyon Creek, along the southern side of the property.

Based on FEMA FIRM panel 3200010091F (eff. 2/18/2021), a portion of the property is located within "Zone AO" (depth 1 foot) and "Zone AE" representing a special flood hazard area. A FEMA Firmette for the project location is included in the Appendix C.

C. General Location Map



II. EXISTING AND PROPOSED HYDROLOGY

A. Drainage Basin Boundaries

For the purposes of the conceptual study, the project site is analyzed using a single drainage basin with an approximate area of 12 acres used to determine the peak runoff for the existing and proposed site conditions. Offsite runoff breaches the project site from the north and west sides of the property. Existing conditions were analyzed using a single open space subbasin.

B. Design Storm and Peak Flow Calculations

According to the Carson City Municipal Code, the Rational Formula Method was used to generate peak discharges for the site using the 5-yr 24 hour duration minor storm event and 100-yr 24 hour duration major storm event. The peak discharges for the project were calculated using:

$$\text{Design Discharge, } Q = C I A$$

Where:

- Q = maximum rate of runoff (cfs),
- A = contributing basin area (acres),
- C = runoff coefficient,
- I = average rainfall intensity for design storm,

A rational coefficient of 0.30 was used to determine runoff flow for the existing site considering it is currently unimproved with native plants. For the proposed site conditions a weighted average runoff coefficient was determined per three separate subbasins.

Subbasin 1 (AC Pavement): 1.02 Acres, C=0.95

Subbasin 2 (Undeveloped): 3.75 Acres, C=0.3

Subbasin 3 (Residential): 7.18 Acres, C=0.5

The weighted average runoff coefficient for the proposed condition was calculated to be 0.48. The peak discharge for each design storm for the existing and proposed conditions was calculated in **Table 1** below.

	5-YR 24 HOUR STORM				100-YR 24 HOUR STORM			
	Runoff Coefficient	Rainfall Intensity (i)	Area (A)	Q5 (cfs)	C	Rainfall Intensity (i)	A	Q100 (cfs)
Existing Conditions	0.3	0.077	11.95	0.28	0.3	0.137	11.95	0.49
Proposed Conditions	0.48	0.077	11.95	0.44	0.48	0.137	11.95	0.79

Table 1

As a result of the improvements, peak flow will increase by 0.16 cfs and 0.30 cfs, for the 5-year and 100-year storm events, respectively.

III. PROPOSED DRAINAGE FACILITIES

A. Routing of Flow in and/or around Site and Proposed Facilities

Developed flows will be directed to the private roadway, collected in a series of curb and gutters, and directed to two catch basins located prior to the intersection at Longview. In order to improve water quality and reduce the peak flow of stormwater along the proposed roadway, a series of curb cuts are proposed to route the storm water through landscaped LID treatment areas at the back of curb. These landscaped treatment areas will be located within the 10' wide area between back of curb and edge of access easement and will be maintained by the HOA. The two catch basins will convey stormwater to a proposed pipe at the southeast corner of the site, which will then bring water directly to Ash Canyon Creek via the pipe.

B. Mitigation Measures

Based on conceptual level design and the projected flows, the peak on-site runoff will enter Ash Canyon Creek well prior to peak off-site flows. Because runoff from the proposed site is less than offsite flows, no adverse impacts to storm drain infrastructure or downstream properties is anticipated. Therefore, due to the proximity to Ash Canyon Creek, no detention or retention of storm water is proposed. Off-site flows will continue to flow across the site through the existing floodway with no adverse impact.

C. Floodplain Modification

Included in Appendix D is a floodplain mitigation analysis memo submitted to Carson City at the conceptual map review. This memo outlines the existing floodplain and proposed mitigation measures. To prevent flooding impacts to the development, a swale is proposed west of the residential area. The perimeter swale will collect flow generated from the west portion of the property and nuisance flow from the north. The channel is routed to convey stormwater to the main Ash Canyon Creek alignment. To provide redundant mitigation measures due to proximity of the existing alluvial fan, a berm will be designed adjacent to the channel to provide additional protection for the developed

lots. The redundant protection berm shown adjacent to Ash Canyon Creek in Exhibit D is proposed to be moved parallel to the proposed swale as shown in the tentative map improvement plans. Floor elevations for the proposed development will be elevated as required by local and federal regulations. The development will require a LOMR study through FEMA to remove the westernmost lots from the floodplain, as the current available study does not address this area.

IV. CONCLUSION

Storm water from the developed site will be collected in a series of curb gutters along the on-site roadway. Buildings on site will be elevated so that storm water runoff will be collected in the gutters. The gutters will convey storm water to proposed catch basins and an outlet pipe along Longview Way, which will flow to Ash Canyon Creek along the south side of the property. Based on conceptual level design and the projected flows, the peak on-site runoff will enter Ash Canyon Creek prior to peak off-site flows. Because runoff from the proposed site is less than offsite flows, no adverse impacts to storm drain infrastructure or downstream properties is anticipated. Therefore, due to the proximity to Ash Canyon Creek, no detention or retention of storm water is proposed. Off-site flows will continue to flow across the site through the existing floodway with no adverse impact. A drainage plan showing the proposed improvements and drainage features is included in Appendix A.

V. REFERENCES

Autodesk. (January 2020). Hydraflow Express Extension. (Version 2020) [Computer Software].

Carson City, "Carson City Development Standards".

Carson City, "Carson City Municipal Code," Carson, 2020.

Federal Emergency Management Agency. (December 22, 2016). *Flood Insurance Rate Map*. Douglas County, Nevada and Incorporated Areas. Effective. Revised: December 22, 2016. Map Number 3200010092G.

National Oceanic and Atmospheric Administration (NOAA), "Atlas 14 Precipitation-Frequency Atlas Volume 1, Version 5". [Online]. Available: https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html

APPENDIX A – DRAINAGE EXHIBIT

ADAMS CARSON, LLC
**LONGVIEW WAY CLUSTER DEVELOPMENT
CONCEPTUAL DRAINAGE REPORT
DRAINAGE EXHIBIT**
CARSON CITY NEVADA

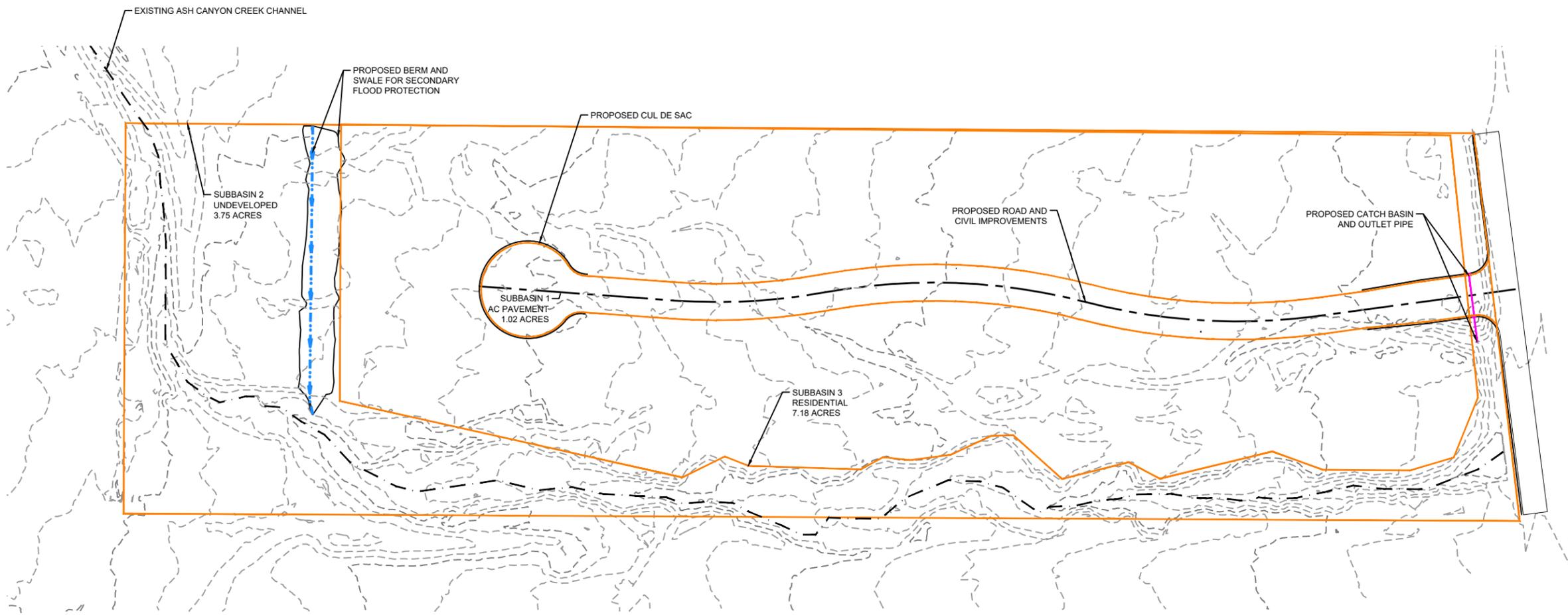
REV	DATE	DESCRIPTION	BY

**PRELIMINARY
NOT FOR CONSTRUCTION**

BAR IS 1 INCH ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

EXHIBIT 1

DRAWN BY: LAM
DESIGNED BY: ML
CHECKED BY: ML
JOB NO.: 9894.002



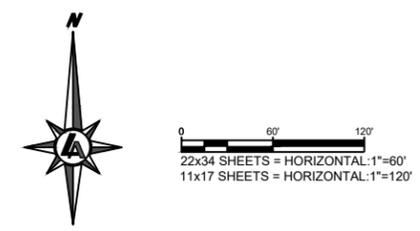
LEGEND

	PROPERTY LINE
	PROPOSED CATCH BASIN
	PROPOSED ROADWAY
	EXISTING CHANNEL
	HYDRO SUBBASIN
	PROPOSED SWALE

NOTES

1. RAINFALL INTENSITY (FROM NOAA):
5YR24HR = 0.077
100YR24HR = 0.137

Subbasin ID	Description	Area [ac]	c	Q5 [cfs]	Q100 [cfs]
E_01	Overall - Existing	11.95	0.30	0.28	0.49
P_01	Overall - Proposed	11.95	0.48	0.44	0.79



L:\AP\9894.002 - Longview Way PUD, TM and Final Map\Civil\Hydrology\Appendix A - Exhibit\9894002\02.dwg Overview (2).
04/14/2021 02:24 pm mzasurawski

APPENDIX B – NOAA FREQUENCY ESTIMATES



NOAA Atlas 14, Volume 1, Version 5
Location name: Carson City, Nevada, USA*
Latitude: 39.1905°, Longitude: -119.732°
Elevation: 4693.97 ft**



* source: ESRI Maps
 ** source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps_&_aerials](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	1.18 (0.774-1.39)	1.46 (1.27-1.74)	1.96 (1.68-2.33)	2.44 (2.06-2.88)	3.19 (2.63-3.79)	3.89 (3.11-4.64)	4.73 (3.65-5.70)	5.72 (4.24-7.02)	7.31 (5.10-9.16)	8.74 (5.81-11.1)
10-min	0.900 (0.774-1.06)	1.12 (0.972-1.33)	1.49 (1.28-1.77)	1.85 (1.57-2.18)	2.43 (2.00-2.88)	2.96 (2.36-3.53)	3.59 (2.77-4.33)	4.35 (3.22-5.34)	5.56 (3.88-6.97)	6.65 (4.42-8.48)
15-min	0.744 (0.640-0.876)	0.924 (0.800-1.09)	1.23 (1.06-1.46)	1.53 (1.30-1.80)	2.01 (1.66-2.38)	2.45 (1.95-2.92)	2.97 (2.29-3.58)	3.60 (2.66-4.41)	4.59 (3.21-5.76)	5.50 (3.66-7.01)
30-min	0.498 (0.430-0.590)	0.622 (0.538-0.736)	0.830 (0.710-0.984)	1.03 (0.874-1.22)	1.35 (1.11-1.60)	1.65 (1.32-1.97)	2.00 (1.54-2.41)	2.42 (1.79-2.97)	3.09 (2.16-3.88)	3.70 (2.46-4.72)
60-min	0.309 (0.266-0.365)	0.384 (0.333-0.456)	0.513 (0.440-0.609)	0.636 (0.540-0.752)	0.836 (0.690-0.992)	1.02 (0.814-1.22)	1.24 (0.955-1.49)	1.50 (1.11-1.84)	1.91 (1.34-2.40)	2.29 (1.52-2.92)
2-hr	0.207 (0.184-0.238)	0.257 (0.228-0.294)	0.328 (0.289-0.374)	0.390 (0.340-0.446)	0.484 (0.412-0.556)	0.568 (0.472-0.660)	0.663 (0.536-0.778)	0.779 (0.609-0.928)	0.978 (0.730-1.21)	1.16 (0.838-1.48)
3-hr	0.165 (0.148-0.186)	0.206 (0.185-0.232)	0.258 (0.230-0.291)	0.301 (0.266-0.339)	0.361 (0.314-0.410)	0.414 (0.353-0.473)	0.472 (0.395-0.545)	0.546 (0.447-0.641)	0.668 (0.530-0.815)	0.785 (0.607-0.993)
6-hr	0.115 (0.103-0.128)	0.143 (0.129-0.161)	0.178 (0.159-0.199)	0.205 (0.182-0.230)	0.242 (0.212-0.273)	0.271 (0.235-0.308)	0.301 (0.256-0.345)	0.335 (0.279-0.389)	0.385 (0.312-0.454)	0.429 (0.340-0.515)
12-hr	0.075 (0.067-0.084)	0.094 (0.084-0.106)	0.119 (0.105-0.134)	0.138 (0.122-0.155)	0.164 (0.143-0.185)	0.184 (0.158-0.209)	0.204 (0.173-0.235)	0.225 (0.187-0.262)	0.253 (0.205-0.301)	0.275 (0.218-0.332)
24-hr	0.049 (0.044-0.054)	0.061 (0.055-0.068)	0.077 (0.070-0.085)	0.090 (0.081-0.099)	0.108 (0.097-0.119)	0.122 (0.109-0.135)	0.137 (0.121-0.152)	0.152 (0.133-0.170)	0.173 (0.149-0.195)	0.190 (0.162-0.216)
2-day	0.029 (0.026-0.033)	0.036 (0.033-0.041)	0.046 (0.042-0.052)	0.054 (0.049-0.061)	0.065 (0.058-0.074)	0.074 (0.065-0.084)	0.084 (0.073-0.095)	0.093 (0.081-0.107)	0.107 (0.091-0.124)	0.118 (0.099-0.138)
3-day	0.021 (0.019-0.024)	0.027 (0.024-0.030)	0.034 (0.031-0.039)	0.040 (0.036-0.045)	0.049 (0.043-0.055)	0.056 (0.049-0.063)	0.063 (0.055-0.072)	0.071 (0.061-0.081)	0.081 (0.069-0.094)	0.090 (0.075-0.105)
4-day	0.017 (0.015-0.020)	0.022 (0.019-0.025)	0.028 (0.025-0.032)	0.033 (0.029-0.038)	0.040 (0.036-0.046)	0.046 (0.040-0.053)	0.053 (0.045-0.060)	0.059 (0.050-0.068)	0.068 (0.057-0.079)	0.076 (0.063-0.089)
7-day	0.012 (0.010-0.013)	0.015 (0.013-0.016)	0.019 (0.017-0.021)	0.022 (0.020-0.025)	0.027 (0.024-0.031)	0.031 (0.027-0.035)	0.035 (0.030-0.040)	0.039 (0.034-0.045)	0.045 (0.038-0.052)	0.050 (0.041-0.058)
10-day	0.009 (0.008-0.010)	0.011 (0.010-0.013)	0.015 (0.013-0.017)	0.017 (0.015-0.020)	0.021 (0.018-0.024)	0.024 (0.021-0.027)	0.027 (0.023-0.030)	0.030 (0.026-0.034)	0.034 (0.029-0.039)	0.037 (0.031-0.043)
20-day	0.005 (0.005-0.006)	0.007 (0.006-0.008)	0.009 (0.008-0.010)	0.011 (0.009-0.012)	0.013 (0.011-0.014)	0.014 (0.012-0.016)	0.016 (0.014-0.018)	0.017 (0.015-0.020)	0.019 (0.017-0.022)	0.021 (0.018-0.024)
30-day	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.007 (0.006-0.008)	0.008 (0.007-0.009)	0.010 (0.008-0.011)	0.011 (0.009-0.012)	0.012 (0.010-0.013)	0.013 (0.011-0.015)	0.015 (0.013-0.017)	0.016 (0.013-0.018)
45-day	0.003 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.010 (0.009-0.011)	0.011 (0.009-0.012)	0.011 (0.010-0.013)
60-day	0.003 (0.003-0.003)	0.004 (0.003-0.004)	0.005 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.006-0.007)	0.007 (0.006-0.008)	0.008 (0.007-0.008)	0.008 (0.007-0.009)	0.009 (0.008-0.010)	0.009 (0.008-0.010)

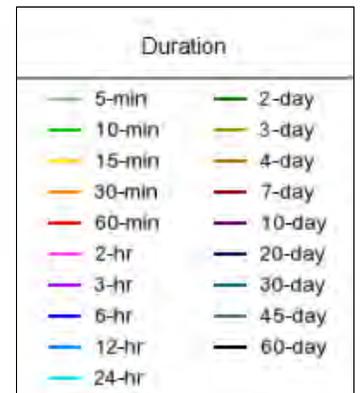
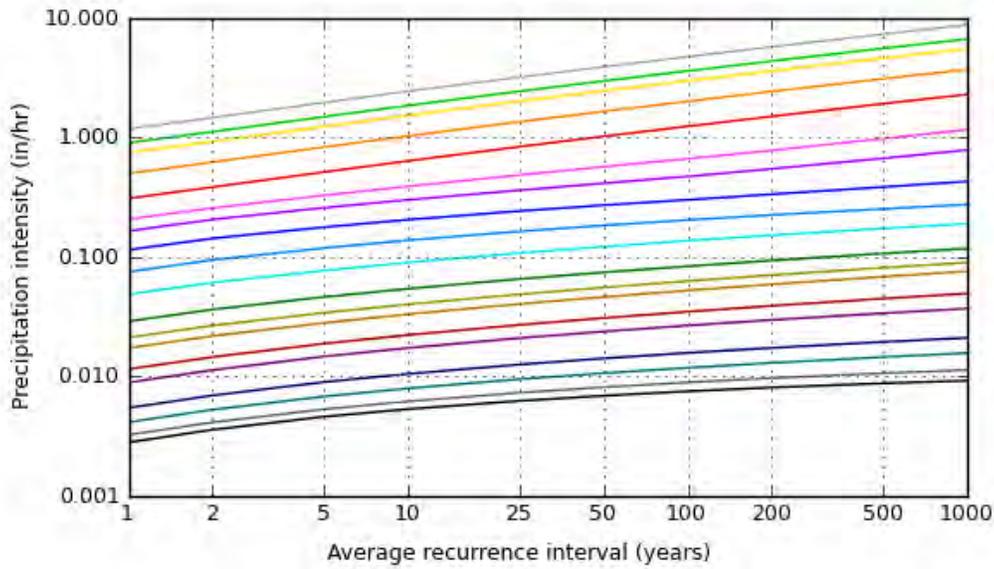
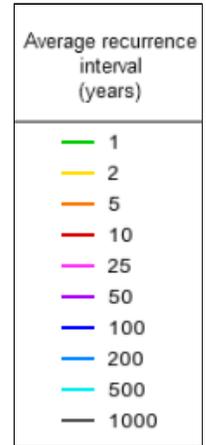
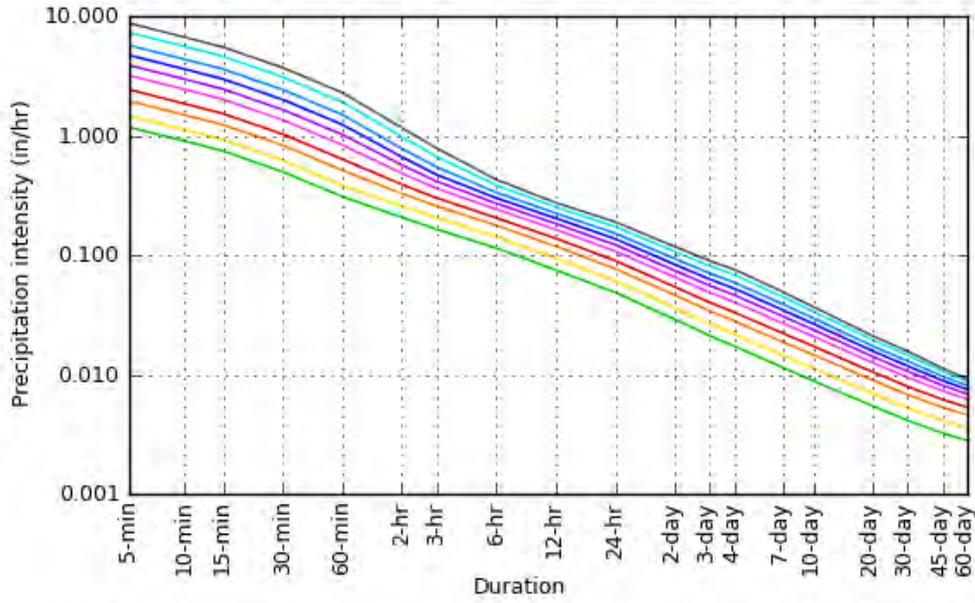
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

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PF graphical

PDS-based intensity-duration-frequency (IDF) curves

Latitude: 39.1905°, Longitude: -119.7320°



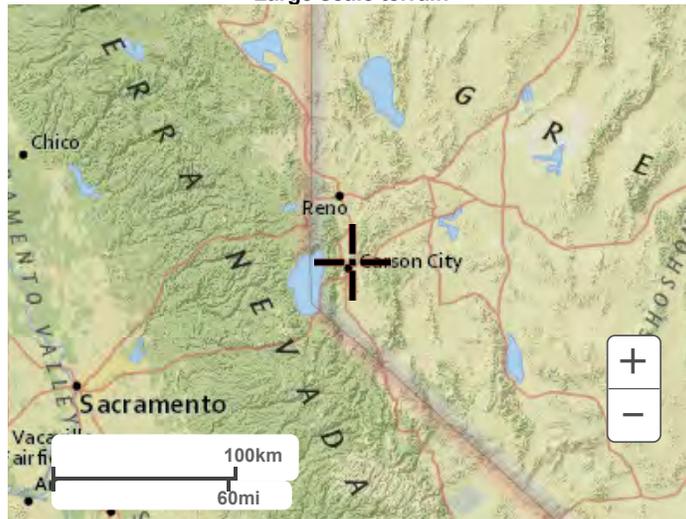
[Back to Top](#)

Maps & aerials

Small scale terrain



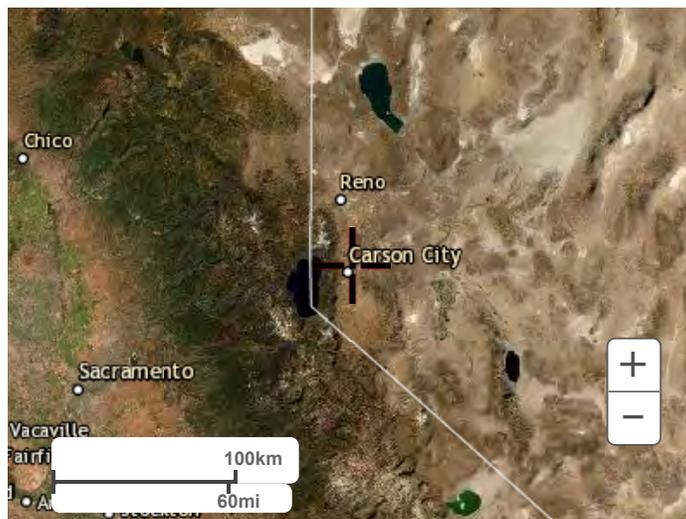
Large scale terrain



Large scale map



Large scale aerial



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[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)

APPENDIX C – FEMA FIRMETTE

APPENDIX D – Hydraulic and Flood Mitigation Analysis



Reno
9222 Prototype Drive
Reno, Nevada 89521
775.827.6111

August 6, 2020

JN 9894.001
Technical Memorandum

Mr. Robb Fellows, P.E.
Senior Project Manager - Stormwater
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

**Subject: Conceptual Hydraulic & Flood Mitigation Analysis
Longview Way Parcel (007-061-61)**

Introduction

This document is presented as a Conceptual Hydraulic Assessment and Flood Mitigation Analysis for the undeveloped property along Longview Way (APN 007-061-61) in Carson City, Nevada. A proposed subdivision layout for the 11.95-acre site, owned by Carson Adams, LLC, has gone through the Carson City Conceptual Map Review Process. At this meeting, the City requested a study to assess FEMA effective zones, current flood patterns, and flood mitigation measures. Subsequently, Lumos & Associates, Inc. (Lumos) conducted such a study in compliance with guidelines from Federal Emergency Management Agency (FEMA) and Carson City Development Standards.

Existing Site Conditions

The subject property is located along the Ash Canyon Creek alignment, approximately three miles upstream of US395. See Figure 1 for the project vicinity map. The creek alignment is routed along the south property line to Longview Way, where three 48" RCP culverts convey flow to the east. The project site naturally slopes to the east, with mild grades ranging from one to two percent. The property is bound by residential subdivisions to the north, east and south. Longview Way bounds the property to the east. Areas west of the site are currently undeveloped and contain the Ash Canyon Creek floodplain and alluvial fan area.

The project site and adjacent areas are located within Carson City FEMA FIRM panel 3200010091F (dated February 2014). An alluvial fan analysis was performed on Ash Canyon Creek in 2010 using the FAN computer program. Limits of the study spanned from the apex of the fan to Ormsby Boulevard. The FAN analysis was used to determine Zone AO and Zone X (shaded) boundaries in active areas. A separate HEC-RAS 4.1 analysis was also performed in 2010 to determine the Special Flood Hazard Areas (SFHA) spanning from US395 to approximately two miles upstream. The HEC-RAS 4.1 analysis in conjunction with observed high water marks from the 1997 flood was used to delineate SFHA boundaries of the channel and overland floodplain through the city limits. Of recent, the Anderson Ranch CLOMR was submitted to FEMA, and analyzes Vicee Canyon Cree, Ash Canyon Creek, and Kings Canyon Creek with limits similar to the 2010 study. The study was performed using HEC-RAS 2D with 2017 topographic data.

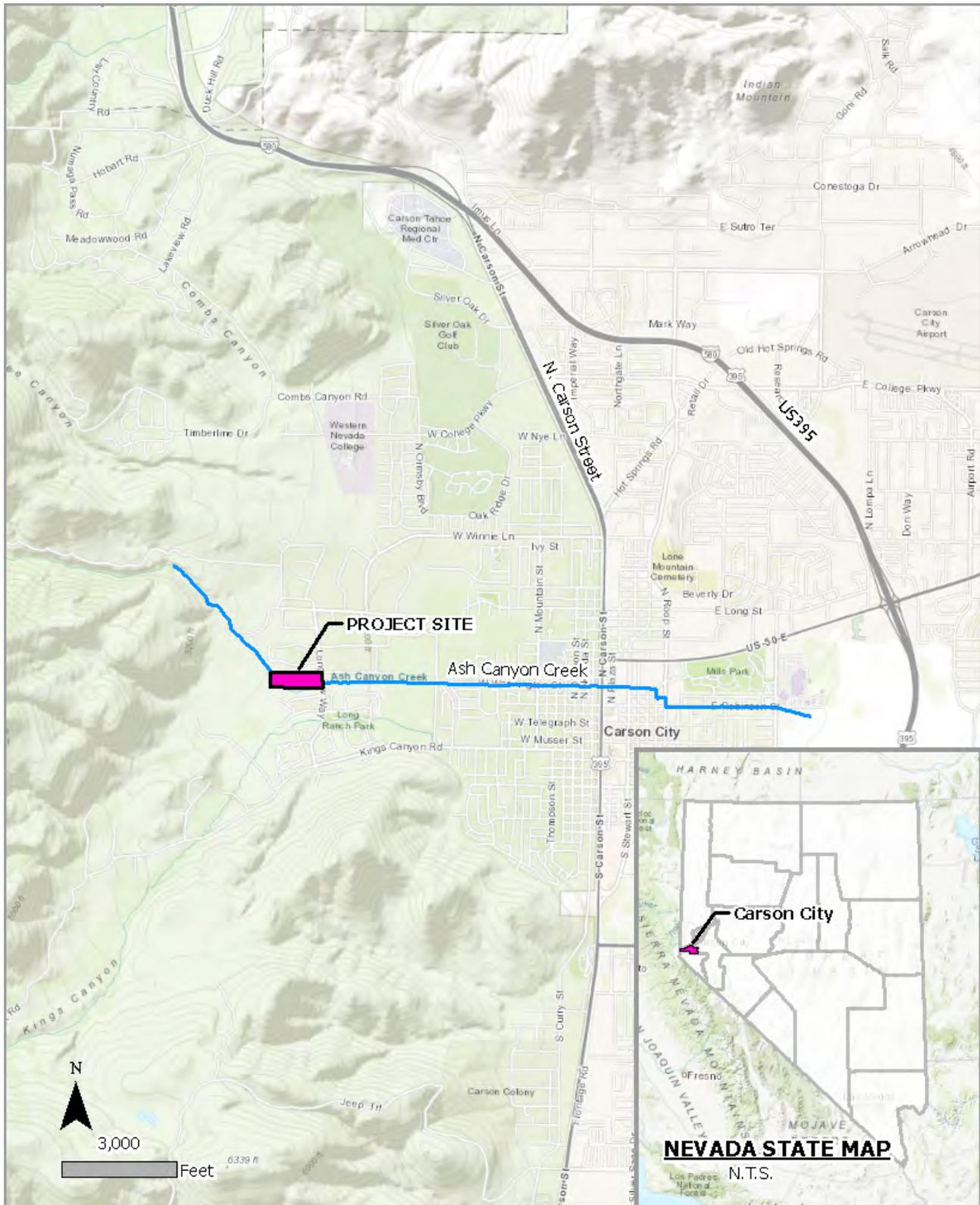


Figure 1: Project Vicinity Map

The property is currently mapped with a Special Flood Hazard Area Zone AE along the southern property boundary. Zone AE represents areas subject to flooding by the 1%-annual-chance flood using a detailed study to determine Base Flood Elevations (BFEs). Mapping depicts Longview Way overtopping during the Base Flood event. The western portion of the property is classified as Zone AO, with shallow flooding depths of 1 foot. The remaining area is mapped with Zone X (shaded) designations, representing areas within the 500-year floodplain or the 1%-annual chance flood with average depth less than one foot.

Hydrologic Data

Lumos referenced the *Hydrologic Analysis for Carson City Restudy – Flood Insurance Study (FIS)* prepared by HDR in June 2010. The report documents the effective FEMA FIS hydrologic data for Vicee Canyon Creek, Ash Canyon Creek and Kings Canyon Creek watersheds. The report established peak discharges for the 10-, 50-, 100- and 500-year storm events using HEC-1. Discharges from the study are accepted from this report, and are summarized in Table 1.

Table 1: Hydrologic Summary Table

Flooding Source	Location	Peak Discharges [cfs]			
		10% Annual Chance	2% Annual Chance	1% Annual Chance	0.2% Annual Chance
Ash Canyon Creek	Above Longview Way	269	762	1065	2092

Existing Hydraulic Assessment

The 2020 Anderson Ranch hydraulic model was obtained from the City as reference material. The model was constructed using U.S. Army Corps of Engineers’ Hydrologic Engineering Center’s River analysis System (HEC-RAS) 2D modeling software. The study analyzed Vicee Canyon Creek, Ash Canyon Creek, and Kings Canyon Creek with study limits spanning from US395 to approximately two miles upstream.

Lumos referenced the model and FEMA mapping for the assessment of Ash Canyon Creek and impacts to the Longview Way property. Due to the characteristic flooding patterns of the wide, shallow floodplain, a two-dimensional (2D) analysis was selected to best evaluate the Longview parcel property. Lumos developed a new existing conditions model using HEC-RAS 2D Version 5.0.7. The model was constructed in accordance with FEMA’s Guidelines and Specifications for Flood Hazard Mapping. The upstream limit of study is just upstream of the northwest corner of the project site. The downstream limit of study ends near FEMA effective Section C, approximately 300 feet downstream from the project site. See Figure 2 for the study limits.

Model geometry was created using computational grids with 20-ft cell spacing in most overland flow areas. Breakline definition was added to define high ground, align cells perpendicular to flow, and provide additional cell definition in critical areas such as main reach alignments. The Longview Way culverts were model as a SA/2D Area Connection comprised of a weir with culvert structures. Culvert parameters were maintained from the effective FEMA model. Spatially varied Manning’s roughness layers were incorporated into the geometry. Roughness values were assigned according to Table 2.

Table 2: 2D Manning’s Roughness Coefficients

Land Use	2D Manning’s Roughness Coefficient
Main Channel	0.070
Residential	0.065
Paved Roadways	0.030
Open Space near Residential	0.100
Native Shrub/Brush	0.090

Terrain data from 2017 was obtained from Carson City, as used in the Anderson Ranch hydraulic model. Model data is projected in the horizontal coordinate system of NAD 1983 Nevada State Plane West Zone and the vertical coordinate system of NAVD 88.

The downstream boundary condition was set to normal depth with a slope of 0.02 ft/ft. A flow hydrograph defines the upstream boundary condition. Diffusion Wave equation set was selected for the model and implicit weighting factor, ‘theta’, was reduced to 0.6. The plan uses a varying time step, based on the Courant number set to a minimum of 1 and maximum of 2.

Results from the model provides BFEs along the main Ash Canyon Creek alignment. The entire 100-year flow is confined to the main channel area and overbank open space area to the south. The inundation limits compare closely to the Zone AE effective mapping. Depths in the main channel range from 2 to 7.6 feet. Overbank areas are typically less than two feet of depth. Refer to Figure 2 for inundation mapping of the existing conditions model.

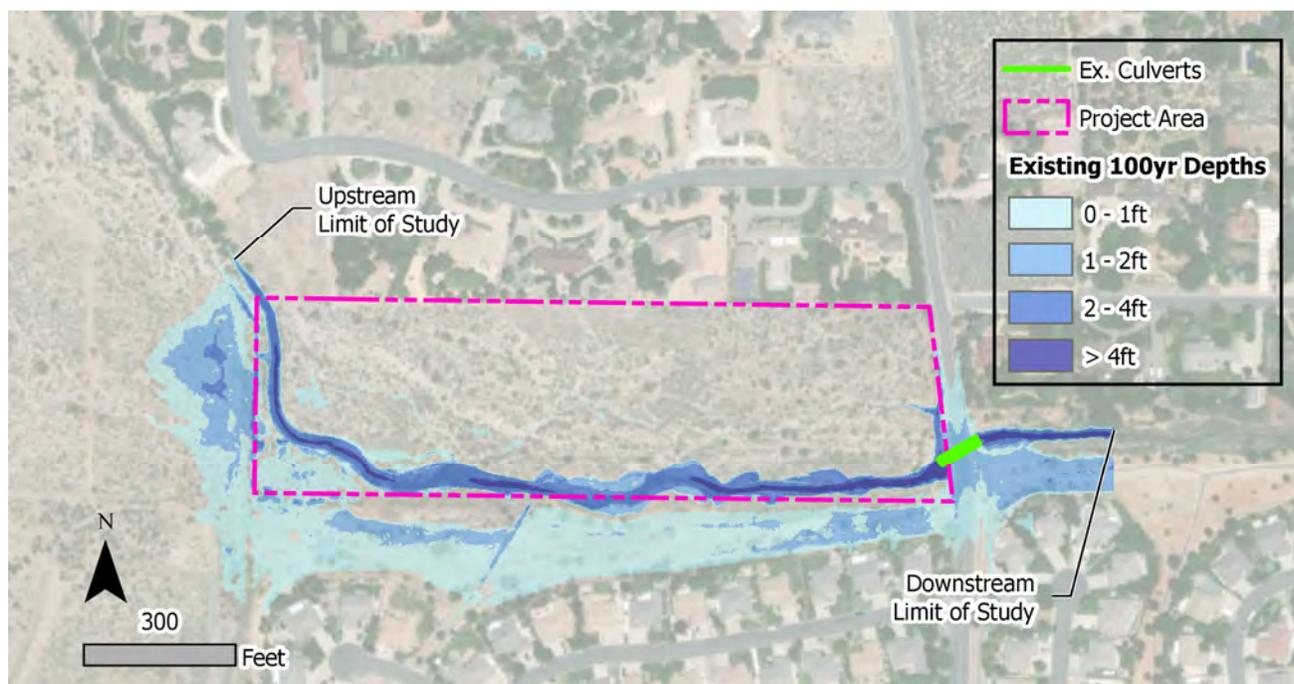


Figure 2: Model 1 – Existing Inundation Mapping

Flood Mitigation Analysis

Potential flood mitigation measures were analyzed by developing a proposed conditions model. The model terrain was based upon a conceptual grading plan produced by Lumos in August 2020. The grading plan was created for purposes of modeling channel conveyance options exclusively. Finish grades presented through the project site do not represent the final grading scheme. A final grading plan will be required to meet City requirement for development adjacent to a floodplain. To prevent flooding impacts to the development, a channel is proposed west of the residential area. The perimeter swale will collect flow generated from the west portion of the property and nuisance flow from the north. The channel is routed to convey stormwater to the main Ash Canyon Creek alignment. To provide redundant mitigation measures due to proximity of the existing alluvial fan, a berm will be designed with limits shown in Figure 3. The berm will function to provide the best use of the land for the proposed open space use. Grading of the berm shall not create a levee situation, as the adjacent pad will be elevated and slope gently to the east, towards the proposed channel. The berm provide additional freeboard from the creek, and will function with the central channel to provide layering protection for the proposed development. Figure 3 below shows flood mapping for the proposed flood mitigation measures. A conceptual flood mitigation plan is enclosed with this report.

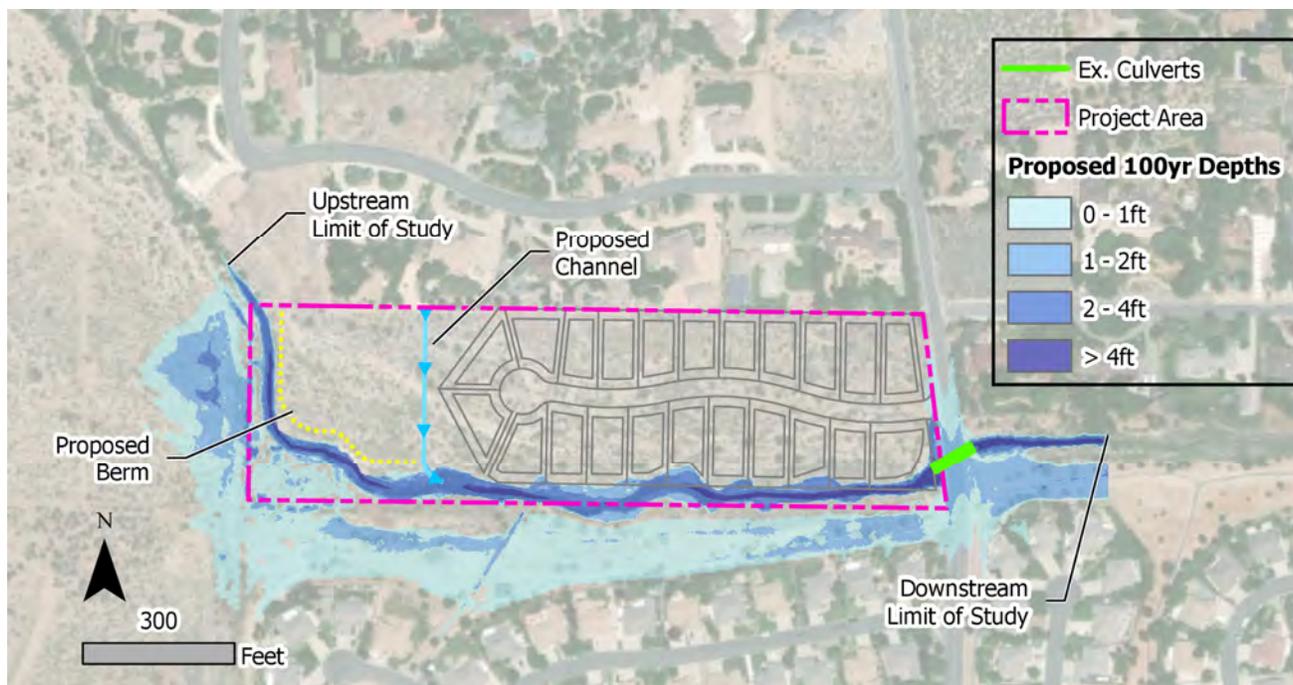


Figure 3: Flood Mitigation Results

Future studies will need to consider the stability of Ash Canyon Creek. A stabilization design will be required as results from this conceptual study show high velocities in the main channel of Ash Canyon Creek. Velocities in this region range from 8 to 12 feet per second. A final grading plan will also be required to meet all City requirements for development adjacent to a floodplain. Stormwater conveyance facilities should be appropriately designed to convey water through the site. The final grading scheme should ensure house pad elevations are set a minimum of two feet above BFE's, per Carson City requirements. Should water surface elevations increase more than one foot in the proposed condition, a FEMA CLOMR/LOMR application process will be required.

Results from this study prove the floodplain is confined to the main channel and overbank area to the south. The proposed mitigation elements outlined will provide redundant measures to protect the developed portion of the property. The analysis has been conducted in compliance with the drainage guidelines for FEMA and Carson City Development Code.

References

- Federal Emergency Management Agency. (February 19, 2014). *Flood Insurance Rate Map*. Carson City, Nevada.: Map Number 3200010091F.
- Federal Emergency Management Agency. (June 20, 2019). *Flood Insurance Study*. Carson City, Nevada: Flood Insurance Study Number 320001V000D. Version Number 2.3.3.0.
- HDR, Inc. (2010). *Hydrologic Analyses for Carson City Restudy, Flood Insurance Study*. Folsom.
- United States Army Corps of Engineers - Hydrologic Engineering Center. (March 2019). River Analysis System (HEC-RAS). *Version 5.0.7* (Version 5.0.7). Davis, California: Computer Software. Retrieved from <https://www.hec.usace.army.mil/software/hecras/download.aspx>

If you have any questions, please do not hesitate to contact me at 775.827.6111.

Sincerely,

Kristin Kramer, P.E.
Staff Engineer

Justin Sand, P.E.
Project Manager

Encl.: FEMA FIRMette
Floodplain Mitigation Exhibit

National Flood Hazard Layer FIRMette



39°10'22.08"N
119°48'0.22"W



USGS The National Map: Orthoimagery, Data refreshed April, 2019.
39°9'54.18"N
119°47'22.76"W
Feet
0 250 500 1,000 1,500 2,000 1:6,000

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS

- Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

CROSS SECTIONS WITH 1% ANNUAL CHANCE WATER SURFACE ELEVATION

- 20.2
- 17.5
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

OTHER FEATURES

- Digital Data Available
- No Digital Data Available
- Unmapped

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **4/24/2020 at 3:46:52 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Master Plan Policy Checklist

Conceptual & Tentative Subdivisions, PUD's & Parcel Maps

PURPOSE

The purpose of a development checklist is to provide a list of questions that address whether a development proposal is in conformance with the goals and objectives of the 2006 Carson City Master Plan that are related to subdivisions of property. This checklist is designed for developers, staff, and decision-makers and is intended to be used as a guide only.

Development Name: _____

Reviewed By: _____

Date of Review: _____

DEVELOPMENT CHECKLIST

The following five themes are those themes that appear in the Carson City Master Plan and which reflect the community's vision at a broad policy level. Each theme looks at how a proposed development can help achieve the goals of the Carson City Master Plan. A check mark indicates that the proposed development meets the applicable Master Plan policy. The Policy Number is indicated at the end of each policy statement summary. Refer to the Comprehensive Master Plan for complete policy language.

CHAPTER 3: A BALANCED LAND USE PATTERN



The Carson City Master Plan seeks to establish a balance of land uses within the community by providing employment opportunities, a diverse choice of housing, recreational opportunities, and retail services.

Is or does the proposed development:

- Consistent with the Master Plan Land Use Map in location and density?
- Meet the provisions of the Growth Management Ordinance (1.1d, Municipal Code 18.12)?
- Encourage the use of sustainable building materials and construction techniques to promote water and energy conservation (1.1e, f)?
- Located in a priority infill development area (1.2a)?
- Provide pathway connections and easements consistent with the adopted Unified Pathways Master Plan and maintain access to adjacent public lands (1.4a)?

- Encourage cluster development techniques, particularly at the urban interface with surrounding public lands, as appropriate, and protect distinctive site features (1.4b, c, 3.2a)?
- At adjacent county boundaries, coordinated with adjacent existing or planned development with regards to compatibility, access and amenities (1.5a)?
- Located to be adequately served by city services including fire and sheriff services, and coordinated with the School District to ensure the adequate provision of schools (1.5d)?
- In identified Mixed-Use areas, promote mixed-use development patterns as appropriate for the surrounding context consistent with the land use descriptions of the applicable Mixed-Use designation, and meet the intent of the Mixed-Use Evaluation Criteria (2.1b, 2.2b, 2.3b, Land Use Districts, Appendix C)?
- Provide a variety of housing models and densities within the urbanized area appropriate to the development size, location and surrounding neighborhood context (2.2a, 9.1a)?
- Protect environmentally sensitive areas through proper setbacks, dedication, or other mechanisms (3.1b)?
- If at the urban interface, provide multiple access points, maintain defensible space (for fires) and are constructed of fire resistant materials (3.3b)?
- Sited outside the primary floodplain and away from geologic hazard areas or follow the required setbacks or other mitigation measures (3.3d, e)?
- Provide for levels of services (i.e. water, sewer, road improvements, sidewalks, etc.) consistent with the Land Use designation and adequate for the proposed development (Land Use table descriptions)?
- If located within an identified Specific Plan Area (SPA), meet the applicable policies of that SPA (Land Use Map, Chapter 8)?

CHAPTER 4: EQUITABLE DISTRIBUTION OF RECREATIONAL OPPORTUNITIES



The Carson City Master Plan seeks to continue providing a diverse range of park and recreational opportunities to include facilities and programming for all ages and varying interests to serve both existing and future neighborhoods.

Is or does the proposed development:

- Provide park facilities commensurate with the demand created and consistent with the City's adopted standards (4.1b, c)?
- Consistent with the Open Space Master Plan and Carson River Master Plan (4.3a)?

CHAPTER 5: ECONOMIC VITALITY



The Carson City Master Plan seeks to maintain its strong diversified economic base by promoting principles which focus on retaining and enhancing the strong employment base, include a broader range of retail services in targeted areas, and include the roles of technology, tourism, recreational amenities, and other economic strengths vital to a successful community.

Is or does the proposed development:

- Incorporating public facilities and amenities that will improve residents' quality of life (5.5e)?
- Promote revitalization of the Downtown core (5.6a)?
- Incorporate additional housing in and around Downtown, including lofts, condominiums, duplexes, live-work units (5.6c)?

CHAPTER 6: LIVABLE NEIGHBORHOODS AND ACTIVITY CENTERS



The Carson City Master Plan seeks to promote safe, attractive and diverse neighborhoods, compact mixed-use activity centers, and a vibrant, pedestrian-friendly Downtown.

Is or does the proposed development:

- Promote variety and visual interest through the incorporation of varied lot sizes, building styles and colors, garage orientation and other features (6.1b)?
- Provide variety and visual interest through the incorporation of well-articulated building facades, clearly identified entrances and pedestrian connections, landscaping and other features consistent with the Development Standards (6.1c)?
- Provide appropriate height, density and setback transitions and connectivity to surrounding development to ensure compatibility with surrounding development for infill projects or adjacent to existing rural neighborhoods (6.2a, 9.3b 9.4a)?
- If located in an identified Mixed-Use Activity Center area, contain the appropriate mix, size and density of land uses consistent with the Mixed-Use district policies (7.1a, b)?
- If located Downtown:
 - Integrate an appropriate mix and density of uses (8.1a, e)?
 - Include buildings at the appropriate scale for the applicable Downtown Character Area (8.1b)?
 - Incorporate appropriate public spaces, plazas and other amenities (8.1d)?

CHAPTER 7: A CONNECTED CITY



The Carson City Master Plan seeks promote a sense of community by linking its many neighborhoods, employment areas, activity centers, parks, recreational amenities and schools with an extensive system of interconnected roadways, multi-use pathways, bicycle facilities, and sidewalks.

Is or does the proposed development:

- Promote transit-supportive development patterns (e.g. mixed-use, pedestrian-oriented, higher density) along major travel corridors to facilitate future transit (11.2b)?
- Maintain and enhance roadway connections and networks consistent with the Transportation Master Plan (11.2c)?
- Provide appropriate pathways through the development and to surrounding lands, including parks and public lands, consistent with the Unified Pathways Master Plan (12.1a, c)?

Carson City Property Inquiry

Property Information			
Parcel ID	007-061-61	Parcel Acreage	11,9500
Tax Year	2020 <input type="text"/>	Assessed Value	95,668
Land Use Group	VAC	Tax Rate	3.5700
Land Use	120 - Vacant - Single Family Residential	Total Tax	\$2,181.07
Zoning	SF1A	Fiscal Year (2020 - 2021)	
Tax District	024	Total Unpaid All Years	\$0.00
Site Address	LONGVIEW WY		
Pay Taxes			

No Sketches or Photos

Assessments				
Taxable Value	Land	Building	Per. Property	Totals
Residential	273,338	0	0	273,338
Com / Ind.	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Pers. Exempt				0
Total	273,338	0	0	273,338
Assessed Value	Land	Building	Per. Property	Totals
Residential	95,668	0	0	95,668
Com / Ind.	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Pers. Exempt				0
Total	95,668	0	0	95,668
	New Land	New Const.	New P.P.	Omit Bldg
Residential	0	0	0	0
Com / Ind.	0	0	0	0
Agricultural	0	0	0	0
Exempt	0	0	0	0
Totals	0	0	0	0

Assessor Descriptions					
Assessor Descriptions	Subdivision Name	Section	Township	Range	Block & Lot
PORTION OF MAP 727		13	T15N	R19E	

No Personal Exemptions

Billing Fiscal Year (2020 - 2021)								
Installment	Date Due	Date Paid	Tax Billed	Cost Billed	Penalty/Interest	Total Due	Amount Paid	Total Unpaid
1	8/17/2020	7/31/2020	\$545.53	\$0.00	\$0.00	\$545.53	\$545.53	\$0.00
2	10/5/2020	7/31/2020	\$545.18	\$0.00	\$0.00	\$545.18	\$545.18	\$0.00
3	1/4/2021	7/31/2020	\$545.18	\$0.00	\$0.00	\$545.18	\$545.18	\$0.00
4	3/1/2021	7/31/2020	\$545.18	\$0.00	\$0.00	\$545.18	\$545.18	\$0.00
Total			\$2,181.07	\$0.00	\$0.00	\$2,181.07	\$2,181.07	\$0.00

Payment History					
	Fiscal Year	Total Due	Total Paid	Amount Unpaid	Date Paid
+	(2020 - 2021)	\$2,181.07	\$2,181.07	\$0.00	7/31/2020
+	(2019 - 2020)	\$2,105.28	\$2,105.28	\$0.00	7/30/2019
+	(2018 - 2019)	\$2,008.86	\$2,008.86	\$0.00	8/7/2018
<input type="button" value="Show 22 More"/>					

Related Names	
CURRENT OWNER FOR 2021 (2021 - 2022) Name ADAMS CARSON LLC, Mailing 5598 N EAGLE RD STE 102 Address BOISE, ID, 83713-0000 Status Current Account	OWNER FOR 2020 (2020 - 2021) Name ADAMS CARSON LLC, Mailing 5598 N EAGLE RD STE 102 Address BOISE, ID, 83713-0000 Status Current Account

No Structure Information

No Sales History Information

No Genealogy Information

Taxing Entities

Tax Entity	Tax Rate	Amount
CITY OPER.	1.9622	\$980.72
SCHOOL OPER.	0.7500	\$559.77
SCH. DEBT (V)	0.4300	\$320.93
STATE OF NV	0.1700	\$126.89
MEDICAL INDG	0.1000	\$74.64
CAP.PROJ. (L)	0.0500	\$37.31
SR. CIT.	0.0500	\$37.31
SUB-CONSERV.	0.0300	\$22.39
ACCIDENT INDG	0.0150	\$11.20
CO-OP EXT.	0.0128	\$9.56
Tax Entity Total	3.5700	\$2,180.72
EAGLE VLY GRND WTR	0.0000	\$0.35
Special Assessment Total	0.0000	\$0.35
Year Total	3.5700	\$2,181.07



- CITY OPER.
- SCHOOL OPER.
- SCH. DEBT (V)
- STATE OF NV
- MEDICAL INDG
- CAP.PROJ. (L)
- SR. CIT.
- SUB-CONSERV.
- ACCIDENT INDG
- CO-OP EXT.
- Other

Heather Ferris

From: mersea@sbcglobal.net
Sent: Friday, May 14, 2021 2:04 PM
To: Heather Ferris; Planning Department
Subject: Longview Way Proposed Project
Attachments: Longview Way Petition #1.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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Dear Members of The Carson City Planning Commission,

Please accept these two petitions concerning the proposed development on Longview Way. As you know this land is zoned for one acre home lots. It has been zoned in that fashion as neighbors purchased their homes.

A purchase of a home is the most significant investment for the majority of people. Much consideration goes into that decision. Most important is the location and the potential future development in the neighborhood.

The people who live adjacent to this Longview property were informed that, if this 11.95 acre property were developed, each lot would be one acre. They counted on this official plan.

The current owner of this land wants to change that promise. Sequentially he has presented two plans, neither of which provides homes on one acre.

The two petitions that I present today were established when the Developer announced a plan for 23 homes. As these petitions were signed, the neighbors requested that the original plan be honored. One house on one acre. The same as the other developments on the north side of Ash Canyon Creek.

I request you read those comments in the on-line petition (labelled Petition #1). The neighbors were unanimous against building houses congregated closer together. Even if the Public Urban Development allows such a loophole.

During years of significant snow pack, the Spring runoff in Ash Canyon Creek creates an impressive, turbulent river. It has flowed over its banks in the past, and logic dictates it will do so in the future.

Currently there are houses south of the proposed development that have sump pumps in their crawl space.

This development site also burned during the Waterfall fire.

During two Zoom meetings with the Developer's Representatives, a reason to change the zoning was not explained. The neighbors suspect that Ash Canyon Creek may limit the number of one acre home sites that are possible.

The neighbors suggested building as many one acre home sites on the north side of this property as the topography would allow.

These homes would share a border Kingston Park, which is also a one acre home site development.

In that manner, no homes would be in jeopardy adjacent to the creek.

All the new homes would be north of the new road. Such a compromise would also have a less deleterious effect on the wildlife that frequent Ash Canyon Creek.

The Developer and his representatives did not show interest in this compromise offered by the neighbors.

The Representatives stated that after construction of the Development, the new homeowners would be responsible for that section of Ash Canyon Creek.

Such an arrangement creates questions about maintenance, and about liability if flooding of properties to the south or east were to occur.

As you review the two petitions that are attached to this email, please note that the majority of the neighbors have not presented a "Not In My Backyard" opposition.

Instead the neighbors are asking that the Planning Commission recommend the project move forward as it has been zoned since it was purchased by Hop & Mae Adams, and as it was divulged to each neighbor that moved into this area over these many years.

That is a development were each house is on one acre.

The 200 current Carson City Residents that signed these two petitions request that the Planning Commission vote in favor of one house on one acre, rather than a variance that favors 12 or 24 new residents and one Developer.

Please find two petitions attached to this email. One petition was signed on paper, and the other was signed on-line. A very few individuals signed both petitions.

Thank you for your time and serious consideration of this project.

Joe Walls

[1. Petition Signed On Line:](#)

[Petition Longview Development](#)



2. Petition signed in Person:

December 26, 2020

**PETITION TO CARSON CITY PLANNING COMMISSION CONCERNING PLANNED
LONGVIEW DEVELOPMENT**

Commission Members:

We, the neighbors of the planned Longview development request that you honor the decision of your Predecessors with respect to the zoning of the 11.95 acres situated west of Longview way and north of the Ash Canyon Creek.

We also request that you honor the promises made to us as we purchased our homes over the past twenty or more years. When those purchases were made, it was disclosed that the area in question is zoned for one-acre home lots.

When the project property was purchased by Hop and Mae Adams, it was with the intent to develop it as one-acre lots.

Ash Canyon Creek creates a natural southern border of the property. Adjacent to the property, to the north and east, are one and two-acre home lots.

Kingston Park, a one-acre lot development, shares a property line with the proposed project.

A short distance north, Wellington Crescent is one-acre lots.

Longview Estates, to the east of the proposed development, consists of one-acre lots.

The properties along Brush drive and West Winnie lane are one and two acre lots.

In summary the area north of Ash Canyon Creek, including this proposed development, is zoned for one and two acre lots. We request that you continue this tradition with respect to this proposed project.

On December 22, 2020, Tim of Lumos & Associates, and Ms. Susan Pansky conducted a Zoom meeting with some of the neighbors. Ms. Pansky compared the proposed project to the Kings Canyon Highlands development. Kings Canyon

Highlands is separated from the project by Ash Canyon Creek and open space owned by Carson City.

While comparing the proposed project to Kings Canyon Highlands, Ms. Pansky stated that the new construction would include a distance of ten feet from the house to the fence line. A tour of the Kings Canyon Highlands neighborhood reveals that the distance from house to fence line is often much greater than ten feet.

The neighbors explained that the proposed development is contiguous with Kingston Park and Longview Estates. The project is on the same side of Ash Canyon Creek as those larger properties. It seems disingenuous to compare the project with a development that is more distant than those adjoining neighborhoods.

The neighbors asked why there is a need to change zoning after all these years. Ms. Pansky stated that one-acre lots are not possible on this land that is zoned for one acre lots. It was not explained how twenty-three partial acre lots could be accommodated when one-acre lots are not possible.

In 2004 the entire area of the proposed project was destroyed during the Waterfall Fire. It seems counter intuitive to increase housing density in such an area.

The Carson City residents that live near this proposed project favor keeping this site as open space. If that is not to be, then we request a compromise.

Instead of constructing a neighborhood that is more compact than adjacent properties, please vote to maintain the one-acre plan that was envisioned by your Predecessors, and by Hop and Mae Adams.

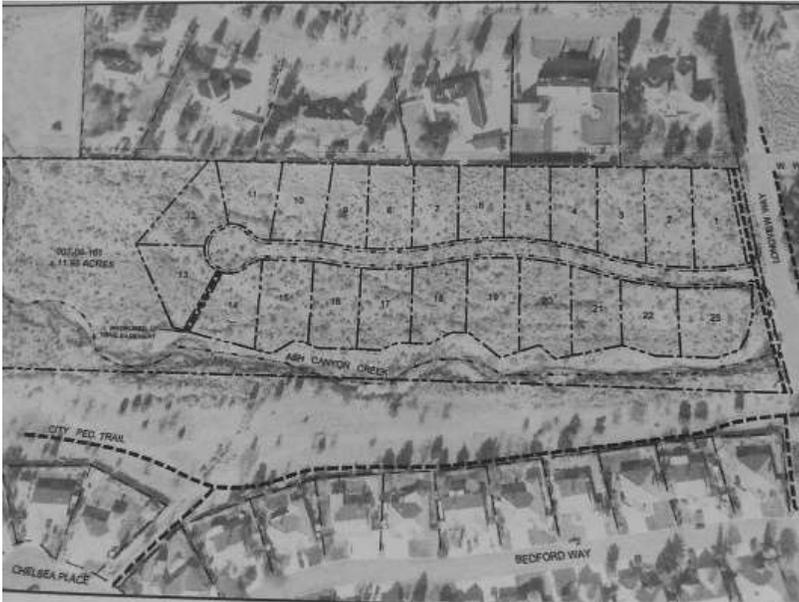
Thank you for your time and consideration.

-
-
1. Eileen Walls 2778 Bedford Way CC NV 89703
 2. [Signature] 2656 Waterford PL, CC NV 89703

3. Charles Chinnell 594 Chelsea Pl. cc Charles E. Chinnoc 4
4. Carol L. Wilson CAROL L. WILSON 2540 Waterford Pl.
5. Cynthia M. Iby 2743 Bedford Way CC NV 89703
Cynthia M. Ibanez " "
6. Mario D. Ibanez MARIO IBANEZ 2743 BEDFORDWAY CC NV 89703
David Miller DAVID MILLER
7. David Miller 2756 BEDFORDWAY CC, NV 89703
8. Terri L. Miller / TERRI L. MILLER 2756 BEDFORDWAY 89703
CARSON CITY, NV
9. Zyker / Tancy Saus 2710 BEDFORDWAY C.C. NV 89703
Dan Zampirro
10. Dan Zampirro 609 Chelsea Pl CC NV 89703
Susan Zampirro
11. Susan Zampirro 609 Chelsea Pl CC NV 89703
12. Key Mills 631 CHELSEA PLACE
13. Matt Day 628 Chelsea Pl Carson City, NV 89703
14. Sarah Magdes 628 Chelsea Pl Carson City, NV 89703
15. Nancy Bailey Nancy Bailey 572 Chelsea Pl.
16. Carolyn Kellogg Carolyn D. Kellogg 528 Chelsea Pl.
17. MARINA W. FIZETT 550 Chelsea Pl. 89703
18. Glenn Robison 2650 Kensington Pl.
19. Mary Robison 2650 Kensington
20. Krista Robison 2650 Kensington Pl
21. AMN Genarow Robison 2650 Kensington Pl
22. Gene Jens Robison 2650 Kensington Pl

23. Annika Robison 2650 Kensington Pl.
24. ~~Emily Begl.~~ Emily Beglin 2701 Kensington Pl
25. ~~Frank Begl.~~ Frank BEALIN 2701 Kenstingto Pl
26. Helen Allegretti 2700 Kensington Pl
27. Terry Long 1819 Brush Dr.
28. Richard Long 1819 Brush Dr.
29. Kyle Johns 1470 Breccie Rd
30. David Lando 131 Plantation Dr
31. Kathy S. Jandis 131 Plantation Dr.
32. Alan Coombs (Alan Coombs) 2638 Bedford Way
33. REBA COOMBS (Reba Coombs) 2638 Bedford Way
34. ~~JEFFREY GREENMANN~~ Jeff Green 2616 Bedford way cc
35. ~~Jim Surr~~ Jim Surr 2566 Bed Ford Way
36. ~~Paul Lovestone~~ Paul Lovestone 2544 BEDFORD WAY
37. Debbie Helseth Debbie Helseth 2522 Bedford Way
38. Cary Helseth CARY HESETH 2522 Bedford Way
39. Bradford Harris ~~Bradford Harris~~ 254 Waterford Pl
40. Lisa Revell L M Revell 2797 Waterford Pl.
41. ~~Harry Swell~~ Harry Swell 2761 WATERFORD PL
42. Michael J. Colson Michael J Colson 2725 Waterford Pl.
43. Cheryl Colson Cheryl Colson 2725 Waterford Pl
44. Carolee Berglan Carolee Berglan 2615 Waterford Pl.
45. ~~Don Berglan~~ Don Berglan 2615 Waterford Place
46. ~~David Laalbers~~ David L. Albers 2678 Waterford Place

47. Almaraz, 2451 W. Washington St.
48. Janet Anderson, 2307 W. Washington St.
49. David Payne DAVID PAYNE 2247 W. Washington
50. Delores Sherman 3020 Spenger
51. Lami Adinger 907 SPENCER ST. CARSON CITY NV 89703
52. Al Schuman W W CC U
53. Gary M White GARY M. WHITE 902 Spenger ST
54. Tom Braafadt TOM BRAAFADT 2266 W Washington



Joseph Wallis 69

Longview Development

140 signers. Add your name now! →

140 signers. Almost there!

94%

Chad Fellows signed recently

We, the neighbors of the planned Longview development in Carson City request that you honor the decision of your Predecessors with respect to the zoning of the 11.95 acres situated west of Longview Way and north of Ash Canyon Creek. The current zoning is for one-acre home lots. According to a December 26, 2020 article in the Nevada Appeal, the Developer wishes to build a street, a cul-de-sac, and 23 homes on approximately 7.5 acres, leaving 4.5 acres as is.

We request that you honor the promises made as homes were purchased around this development. When those purchases were made, it was disclosed that the area in question is zoned for one-acre lots.

When the project property was purchased by Hop and Mae Adams, it was with the intent to develop it as one-acre lots.

Ash Canyon Creek creates a natural southern border of the property. Adjacent to this project, to the north and east, are one and two acre home lots.

Kingston Park, a one-acre lot development, shares a property line with the proposed

SIGN PETITION

A short distance north, Wellington Crescent, is one-acre lots.

Longview Estates, to the east of the proposed development, consists of one-acre lots.

The properties along Brush drive and west Winnie Lane are one and two acre lots.

In summary the area north of Ash Canyon Creek, including this proposed development, is zoned for one and two acre lots. We request that you continue this tradition.

On December 22, 2020 two Representatives that favor re-zoning the area to smaller lots conducted a Zoom meeting with some of the neighbors. They compared the proposed project to the Kings Canyon Highlands development. Kings Canyon Highlands is separated from the project by Ash Canyon Creek and Carson City open space.

While comparing the proposed project to Kings Canyon Highlands, they stated that the new construction would include a distance of ten feet from the house to the fence line. A tour of the Kings Canyon Highlands neighborhood reveals that the distance from house to fence line is often much greater than ten feet.

The neighbors explained that the project is contiguous with Kingston Park and Longview Estates. The project is on the same side of Ash Canyon Creek as those larger properties. It seems disingenuous to compare the project to a development that is more distant than those adjoining neighborhoods.

The neighbors asked why there is a need to change zoning from one acre lots to smaller lots. The answer provided was that one-acre lots are not possible on this land that is zoned for one-acre lots. It was not explained how twenty-three partial acre lots could be accommodated.

In 2004 the entire area of the proposed project was destroyed during the Waterfall Fire. It seems counter intuitive to increase housing density in such an area.

We Carson City residents favor keeping this site as open space. If that is not to be, then we request a compromise.

Instead of constructing a neighborhood that is more compact than the adjacent properties, please maintain the one-acre plan that was envisioned by your Predecessors, and by Hop and Mae Adams.

Thank you for you time and consideration.

Share for Success

SIGN PETITION

69 COMMENTS

Jacaline Silva

Jan 21, 2021

← Jan 21, 2021
upvote reply show

We moved to our home five years ago because of the 1+ acres lot size and the open space around our development. All of the concerns of previous comments are also our concerns. We were not even informed in any way of the Zoom meeting or the plans of the developers. Please honor the original agreement of one+ acres lot size for development or let the area remain as open space.

Brett Allen

Jan 21, 2021

← Jan 21, 2021
upvote reply show

The reason people want to live in Carson is because of the small town feel and the open spaces. We don't need to turn it into a mess like Reno. Quit building things.

Carole Terry

Jan 20, 2021

← Jan 20, 2021
upvote reply show

This development has too much density. the neighboring subdivisions to the North and East are all one acre lots. The subdivision to the south has smaller lots averaging approx. 1/3 ac, there is a huge amount of greenbelt open space behind every lot in the development. This development should provide the same amount of density as the neighboring subdivisions.

Jon Weaklend

Jan 19, 2021

← Jan 19, 2021
upvote reply show

I support retaining the original plan, 1 acre parcels

Ashley Allen

Jan 19, 2021

← Jan 19, 2021
upvote reply show

Please don't ruin the charm of Carson City with more developments! As a lifelong resident of Carson, I am in strong support of keeping this area as open space. At the very least, if the site must be developed, keep the zoning as is for a minimum of 1 acre lots as promised and agreed upon.

Kelly Cluer

Jan 18, 2021

← Jan 18, 2021
upvote reply show

Don't turn Carson City into Reno, please! Every study about well-being and quality neighborhoods heavily weights maximizing open spaces. Leave the space open. If it has to be developed, adhere to current zoning and past promises - NO SMALL LOTS. I fully support this petition AGAINST the proposed dense development

Christall Morris

Jan 18, 2021

← Jan 18, 2021
upvote reply show

We purchased our property last year precisely because of the lot sizes and the serene setting it provides. I am very much against a plan which will destroy the open space of our neighborhood.

Teresa M Breeden

Jan 18, 2021

← Jan 18, 2021
upvote reply show

Jane Eberle-Brinson
Jan 15, 2021

Jan 15, 2021
upvote reply show

I fully agree with this petition and respectfully desire that you honor your prior commitments.

Anonymous
Jan 15, 2021

Jan 15, 2021
upvote reply show

Tried to tell u people. And their going to mk those lots even smaller. Go crap up some other neighborhood. YOUVE already been told to take down ur "signs". Stop trashing our neighborhoods LEAVE IT AS IT WAS SUPPOSE TO BE!! Your not Welcomed here .

[See More](#)

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140 SIGNATURES

3 months ago
Kacie Vermillion
3 months ago
3 months ago
Alan Matthews
3 months ago
3 months ago
Ric Garcia
3 months ago
4 months ago
Jacaline Silva
4 months ago
4 months ago
Brett Allen
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Carole Terry
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Jon Weaklend
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Ashley Allen
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Ramneek Dhami
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Leeann Peters
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Christall Morris
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Pia Parapid
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Teresa M Breeden
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Meesha Green
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4 months ago
Jane Eberle-Brinson
4 months ago

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dennis brinson
4 months ago
4 months ago
Nancy Yamamoto
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James T Breeden
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Valerie Cooney
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John Mark Gilstrap
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Peggy Krauss
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Maddi Banfield
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Allan MacDonnell
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Ilona O Strull
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Kayli Crone
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Susan Thomas
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William Van Patten
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Cheryl Fellows

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4 months ago

George Henderson
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Carolyn McLain
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John McLain
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Tammy Ganze
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Charles Ganze
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Kristen Hansen
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Mark Garic
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Gail Herstead
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Michael Jones MD
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Steve Robinson
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Deborah K Jones
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Carol Aalbers
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Robert L Weise
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Cathy Weise
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Janet Hughes
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Veronica Camp
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Mike Schellin
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NORMAN Miller
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Cynthia Myers
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Wayne Myers
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Lisa harris
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Georgia Kinkella
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Joan Walsh and John Walsh
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Wade Hood
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Bonnie Robinson
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John Granata
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Ed
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Darren Salerno
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Mark
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5 months ago
Thomas O'Connor

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Amy Jensen
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Linda S Bellotti
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Tracey Rendinelli
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Deborah Parsley
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Dani Ahearn
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Jaye Dalen
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Barbara Mickle
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Jeff Vallandingham
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Mike Logue
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Elayne Logue
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Bryan Crone
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Reba Coombs
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Zsuzsanna Weissman
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John Dunagan
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Joel Allen
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LeAnn Saarem
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Candace Castiglione
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Thomas mix
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David Jones
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Glenn Robison
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Donna Allensworth
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Michele Allensworth
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5 months ago
H Gene Allensworth
5 months ago
5 months ago
Frank Beglin
5 months ago
5 months ago
Emily Beglin
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5 months ago

Ellen DeChristopher
5 months ago

Some other petitions that may interest you



Liberate Football from the Big 6

1%

The main aim of this petition is to show the FA & Premier League they have

Sign now



Hands Off Father James Altman

67%

Your Excellency, It has come to our attention that a "Christian" group wishes

Sign now



Save Union Jobs at Saint Mary's College

60%

Tell the administration at St. Mary's College of California why we DO NOT

Sign now



Make Sam Smith's tattoo the new non-binary flag

45%

A young boy, standing in his Mum's pumps and his Dad's pants, observes

Sign now



STOP CRITICAL RACE THEORY IN GEORGIA SCHOOLS

59%

LIKE AND FOLLOW US ON FACEBOOK <https://www.facebook.com/P>

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"Say No to Florida's Massive Gambling Expansion"

23%

Florida's legislature is meeting on 5/17/2021 to pass the largest gambling

Sign now



Free Algerian Detainees

1%

United Nations has already denounced human rights violations in Algeria.

Sign now



Free Algerian Detainees

1%

United Nations has already denounced human rights violations in Algeria.

Sign now



Save Union Jobs at Saint Mary's College

60%

Tell the administration at St. Mary's College of California why we DO NOT

Sign now



Together, we can end violence against Asian Americans

84%

Disclaimer: Signing your name is FREE. The donation request on the next page

Sign now



"Say No to Florida's Massive Gambling Expansion"

23%

Florida's legislature is meeting on 5/17/2021 to pass the largest gambling

Sign now



Return Foot Patrol Officers to West Loop

53%

Public safety is of the highest priority for our West Loop community. An active

Sign now

SIGN PETITION

SIGN PETITION