



STAFF REPORT

Agenda Item: 4.A

Report To: Parks and Recreation Commission

Meeting Date: August 16, 2022

Staff Contact: Jennifer Budge, Parks and Recreation Director

Agenda Title: For Possible Action: Discussion and possible action regarding a recommendation to the Carson City Parks and Recreation Director ("Parks Director") concerning the petition filed by RD Lompa, LLC, Joshua Myers, Capitol Homebuilders, LLC, Lennar Reno, LLC and AMH NV17 Development, LLC ("Developers") to create a Landscape Maintenance District ("LMD") to maintain drainage facilities within the Lompa Ranch North development, located on the corner of East 5th Street and South Saliman Road and identified in the petition as Exhibits A-F and supported by proposed assessments based on parcel square footage, as depicted by the schedules and maps attached to the petition as Exhibits G-K in the petition. (Jennifer Budge, jbudge@carson.org).

Staff Summary: The Developers have submitted a petition to create an LMD to maintain the specified drainage facilities within the Lompa Ranch North development. Under section 17.18.060(2)(b) of the Carson City Municipal Code ("CCMC"), the Parks and Recreation Commission ("Commission") must review and consider the petition and make a recommendation to the Parks Director as to whether the Commission believes it would be desirable for Carson City to assume the maintenance of the improvements and establish a maintenance district. The Commission may consider the list of factors in CCMC 17.18.060(2)(c) or any other relevant factors.

Agenda Action: Formal Action/Motion

Time Requested: 20 minutes

Proposed Motion

I move to recommend to the Parks and Recreation Director to proceed with creation of the Lompa Ranch North Landscape Maintenance District.

Board's Strategic Goal

Economic Development

Previous Action

None

Background/Issues & Analysis

The Developers have submitted a petition to create an LMD to ensure funding and maintenance of the specified drainage facilities within the Lompa Ranch North development. There will be a 10-acre public park constructed as part of the development, but that will be maintained by a Homeowners Association and will not be part of the LMD. Future public input and design of that park will be a separate process that will be brought back to the Commission at a later date. The purpose of this item is to review the need for creation of an LMD, its components and provide feedback to the Director, compliant with CCMC.

The petition is attached and incorporates exhibits that outline the following items:

Exhibits A-E: Assessed Properties
Exhibit F: LMD Property Improvements
Exhibit G: Development Agreement
Exhibit H: Allocation Plan
Exhibit I: Financial Plan
Exhibit J: Operation and Maintenance Plan
Exhibit K: List of Assessed Properties

Applicable Statute, Code, Policy, Rule or Regulation

CCMC Chapter 17.18 Landscape Maintenance Districts

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: N/A

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: There is no fiscal impact at this time, but upon approval by the Board of Supervisors, the Allocation Plan identified as Exhibit H would be implemented and 100% funded by those properties within the LMD.

Alternatives

Do not approve the item and provide alternative direction to staff.

Commission Action Taken:

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

(Vote Recorded By)

LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT PETITION

This LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT PETITION (“Petition”), is submitted by RD LOMPA, LLC, a Nevada limited liability company (“Developer 1”), JOSHUA MYERS, as Trustee of the MYERS FAMILY EXEMPT TRUST (“Developer 2”), CAPITOL HOMEBUILDERS, LLC, a Nevada limited liability company (“Developer 3”), LENNAR RENO, LLC, a Nevada limited liability company (“Developer 4”) and AMH NV17 DEVELOPMENT, LLC, a Delaware limited liability company (“Developer 5”, and together with Developer 1, Developer 2, Developer 3 and Developer 4, individually and collectively, “Developer”) to CARSON CITY, a consolidated municipality and a political subdivision of the State of Nevada (“Carson City”), pursuant to Nevada Revised Statutes (“NRS”) 278.4787 and Carson City Municipal Code (“CCMC”) 17.18.

BACKGROUND

A. Carson City has established the “LOMPA RANCH NORTH SPECIFIC PLAN AREA” (“Lompa Ranch”) encompassing public, residential, commercial, and other development.

B. Developer 1 owns the real property in Carson City, Nevada, described on Exhibit A hereto (the “Developer 1 Property”), Developer 2 owns the real property in Carson City, Nevada, described on Exhibit B hereto (the “Developer 2 Property”), Developer 3 owns the real property in Carson City, Nevada, described on Exhibit C hereto (the “Developer 3 Property”), Developer 4 owns the real property in Carson City, Nevada, described on Exhibit D hereto (the “Developer 4 Property”), and Developer 5 owns the real property in Carson City, Nevada, described on Exhibit E hereto (the “Developer 5 Property”). The Developer 1 Property, Developer 2 Property, Developer 3 Property, Developer 4 Property and Developer 5 Property make up that portion of Lompa Ranch that is located on the west side of Interstate 580, and are sometimes collectively referred to herein as the “Project.” Exhibits referenced in and attached to this Petition are in bold, underlined text; Exhibits that are referenced in this Petition but attached to either the Development Agreement (defined below) or the Landscape Maintenance District Agreement (defined below) are not in bold text.

C. The Project will be developed in accordance with various entitlements and approvals previously issued by the Carson City Board of Supervisors (“Board”), including, without limitation, the following incorporated herein by reference:

- (i) the Board-approved development handbook for Lompa Ranch (the “Handbook”);
- (ii) an initial development agreement adopted by the Board on November 16, 2017, as Ordinance No. 2017-25, and recorded in the Official Records, Carson City, Nevada (“Official Records”) on May 24, 2018, as Document No. 485378 (the “Development Agreement”);
- (iii) a Tentative Map for the Project approved by the Board on March 16, 2017 (TSM-17-005), and its related conditions of approval (“Conditions of Approval”);

- (iv) final and recorded subdivision maps covering various areas within Lompa Ranch, including the Project (each, a “Subdivision Map,” and collectively, “Subdivision Maps”), some of which may subdivide areas for residential subdivision development, common open space, common areas, lots intended for multifamily or single family lots (each, a “Lot,” and collectively, “Lots”), and related subdivision improvements; and
- (v) other development entitlements now or hereafter in existence as set forth in the Development Agreement and the Handbook (collectively, the “Development Approvals”).

With respect to Lots that have more than one residential unit on such Lot, each such residential unit shall be referred to herein as a “Multifamily Dwelling Unit” and all collectively as “Multifamily Dwelling Units.”

D. Developer will be submitting Subdivision Maps and other applications as applicable, in accordance with the Development Approvals. Pursuant to the Development Approvals—specifically, Condition of Approval No. 47—obtaining a final map requires the establishment of an NRS 278.4787 landscape maintenance district (“LMD”) or similar instrument. The City has elected to form an LMD, pursuant to which Carson City will be responsible for maintenance of certain areas within the Project. The LMD will be 100% funded by the Project.

E. CCMC Section 17.18 provides for the procedures and requirements for establishment of an LMD. Those requirements include the submittal of a petition requesting that Carson City establish an LMD and assume maintenance of certain improvements, and as a part of said petition, the provision of a development agreement specific to such LMD (“LMD Agreement”). See CCMC 17.18.050(2)(c).

F. Developer submits this Petition to request the establishment of an LMD to be known as the “LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT” (“Lompa Ranch North LMD”) pursuant to NRS 278.4787 and CCMC 17.18.

G. Capitalized terms defined in this Petition shall have the respective meanings given to them in this Petition. Except as otherwise expressly set forth herein, Capitalized terms not defined in this Petition shall have the respective meanings given to them in CCMC 17.18.030.

PETITION

I. **SIGNATURES; NOTICE.** Except for land to which title has passed to Carson City as a result of the dedications on and recordation of a final map pursuant to CCMC 17.06.025, as of the date this Petition is signed and acknowledged by Developer, Developer owns sixty-seven percent (67%) or more of the property that will be included within the Lompa Ranch North LMD, and has submitted a copy of the public offering statement required by Chapter 116 of the Nevada Revised Statutes notifying home buyers, in writing, of the possible creation of the Lompa Ranch North LMD in accordance with CCMC 17.18.050.

II. PROPERTY DESCRIBED.

A. The assessment area for the Lompa Ranch North LMD comprises the area of the

Project described in Exhibits A through E, inclusive, and depicted in Exhibit F.

B. The drainage facilities within the Project, together with the improvements to be installed or constructed thereon, that Developer has or will dedicate to Carson City to be maintained as part of the Lompa Ranch North LMD to be established by this Petition, are described and conceptually depicted on Exhibit F hereto (“LMD Property”). Improvements that are a part of LMD Property are or will be identified in detail in the actual Improvement Plans submitted to and approved by Carson City. The areas of land within the Project that constitute LMD Property will either be dedicated with restriction language required by CCMC Chapter 17.18 by separate deed, or clearly delineated on any final maps.

III. LANDSCAPE MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT. As part of this Petition, Developer has executed the LMD Agreement attached to this Petition at Exhibit G. By its terms, the LMD Agreement will not become effective until the creation of the Lompa Ranch North LMD through the adoption of this Petition by the Board and the recording in the Official Records of the notice of creation of the Lompa Ranch North LMD pursuant to CCMC 17.18.060(3)(b). Once the Lompa Ranch North LMD is duly created, Carson City will cause the LMD Agreement to be recorded in the Official Records.

IV. DEVELOPMENT STANDARDS REQUIREMENTS. The details and construction information regarding the Improvements is as set forth in Exhibit F, and will be more particularly detailed in the actual Improvement Plans submitted to and approved by Carson City, consistent with the requirements of the development standards within CCMC Title 18.

V. ALLOCATION PLAN. The Allocation Plan is attached to this Petition at Exhibit H. The Assessed Properties will be assessed 100% of the costs for the Lompa Ranch North LMD.

VI. LIST OF ASSESSED PROPERTIES.

A. The Assessed Properties are described in Exhibits A through E, inclusive, and depicted in Exhibit F to this Petition, and listed in Exhibit K, the List of Assessed Properties. The Assessments will be based on the square footage of the property, as provided in Exhibit H, the Allocation Plan. Each year, until final buildout of the LMD Property described in Exhibits A through E, inclusive, the Director of the Carson City Parks, Recreation, and Open Space Department (“Parks Director”) will review the assessments made on the Assessed Properties and, taking into account any new parcels that were created during the prior year as shown in the records of the Carson City Assessor, adjust Exhibit K, the List of Assessed Properties, Exhibit H, the Allocation Plan, and any other necessary exhibit, to establish updated assessments based on the square footage the Assessed Properties. The Parks Director may change the allocation of the established assessment among the Assessed Properties, but any changes to such allocation must be equitable. Any changes to the total amount of the assessment must be approved by the Carson City Board of Supervisors.

B. The commencement date for the Assessment is the date of Final Project Acceptance for the Improvements associated with the LMP Property. The term “Final Project Acceptance” means that the Improvements associated with the LMD Property (i) have been completed in accordance with the Improvement Plan(s) for the LMD Property (including deficiency list items), (ii) have undergone final inspection by Carson City, and (iii) have been accepted by Carson City for maintenance purposes by the means customarily used by Carson City to evidence such

acceptance.

C. The Assessment for the Lompa Ranch North LMD will be collected in the same form and manner as real property taxes.

VII. FINANCIAL PLAN. The Financial Plan for the Lompa Ranch North LMD is attached at **Exhibit I.** The Financial Plan includes, without limitation: (1) detailed costs of the maintenance of Improvements within the Lompa Ranch North LMD; (2) Lompa Ranch North LMD start-up costs; (3) initial and annual Lompa Ranch North LMD cost allocation; (4) projected revenues and expenses for the first 7 years of operations of the Lompa Ranch North LMD; and (5) a projected 7-year Improvement Plan. Developer shall submit reserve studies for maintenance costs as referenced in CCMC 17.18.050(2)(g)(3), which include depreciation costs and costs of future capital replacement needs.

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

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

X. WARRANTY. The warranty required by CCMC 17.18.050(2)(j) is set forth in the LMD Agreement.

XI. INDEMNIFICATION. The indemnification required by CCMC 17.18.050(2)(k) is set forth in the LMD Agreement.

XII. EXISTING DEVELOPMENT. CCMC 17.18.050(2)(l) is not applicable. The LMD is required by the Development Approvals.

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

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

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

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

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

Exhibit A	Developer 1 Property
Exhibit B	Developer 2 Property
Exhibit C	Developer 3 Property
Exhibit D	Developer 4 Property
Exhibit E	Developer 5 Property
Exhibit F	LMD Property (depiction of land and conceptual improvements)
Exhibit G	Lompa Ranch North LMD Development Agreement
Exhibit H	Allocation Plan
Exhibit I	Financial Plan
Exhibit J	Operation and Maintenance Plan
Exhibit K	List of Assessed Properties

[Signatures to follow.]

IN WITNESS WHEREOF Developer submits this Petition to Carson City.

RD LOMPA, LLC,
a Nevada limited liability company

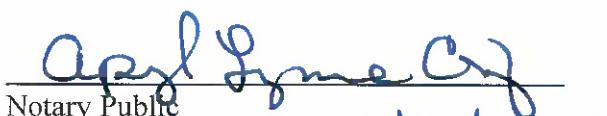
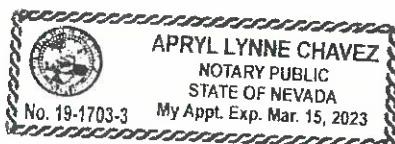
By:



Steve Thomsen, Authorized Representative

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on 8/1, 2022, by Steve Thomsen, as the Authorized Representative of RD Lompa, LLC, a Nevada limited liability company.



Apryl Lynne Chavez
Notary Public
My Commission Expires: 3/15/2023

MYERS FAMILY EXEMPT TRUST

By: _____
Joshua Myers, Trustee

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by Joshua Myers, as Trustee of the Myers Family Exempt Trust.

Notary Public
My Commission Expires: _____

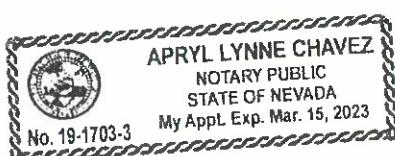
**CAPITOL HOMEBUILDERS, LLC,
a Nevada limited liability company**

By: Ryder Homes of Northern Nevada Inc.,
a Nevada corporation
Its: Manager

By: 
Steve Thomsen, Vice President

STATE OF NEVADA)
)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on August 1, 2022, by Steve Thomsen, as Vice President of Ryder Homes of Northern Nevada Inc., a Nevada corporation, Manager of Capitol Homebuilders, LLC, a Nevada limited liability company.



Apryl Lynne C8
Notary Public
My Commission Expires: 3/15/2023

**LENNAR RENO, LLC,
a Nevada limited liability company**

By: _____
Name: _____
Its: _____

STATE OF NEVADA)
)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2022, by _____, as _____ of Lennar Reno, LLC, a Nevada limited liability company.

Notary Public
My Commission Expires: _____

AMH NV17 DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

This instrument was acknowledged before me on _____, 2022, by _____, as _____ of AMH NV17 Development, LLC, a Delaware limited liability company.

Notary Public
My Commission Expires: _____

EXHIBIT A
TO PETITION

DEVEOPER 1 PROPERTY

EXHIBIT A - DEVELOPER 1 PROPERTY - RD LOMPA, LLC

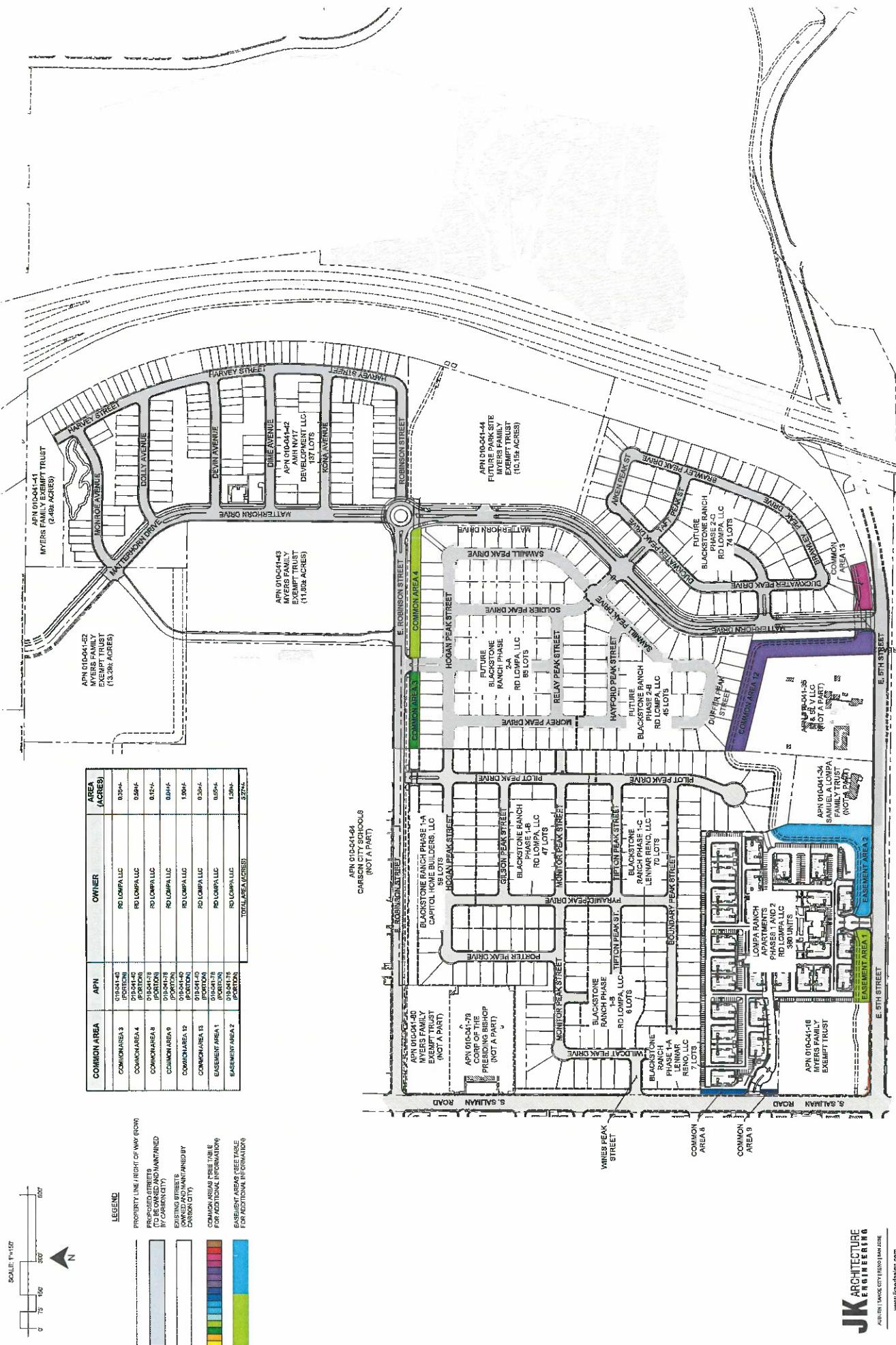


EXHIBIT B
TO PETITION

DEVEOPER 2 PROPERTY

EXHIBIT B - DEVELOPER 2 PROPERTY - MYERS FAMILY EXEMPT TRUST

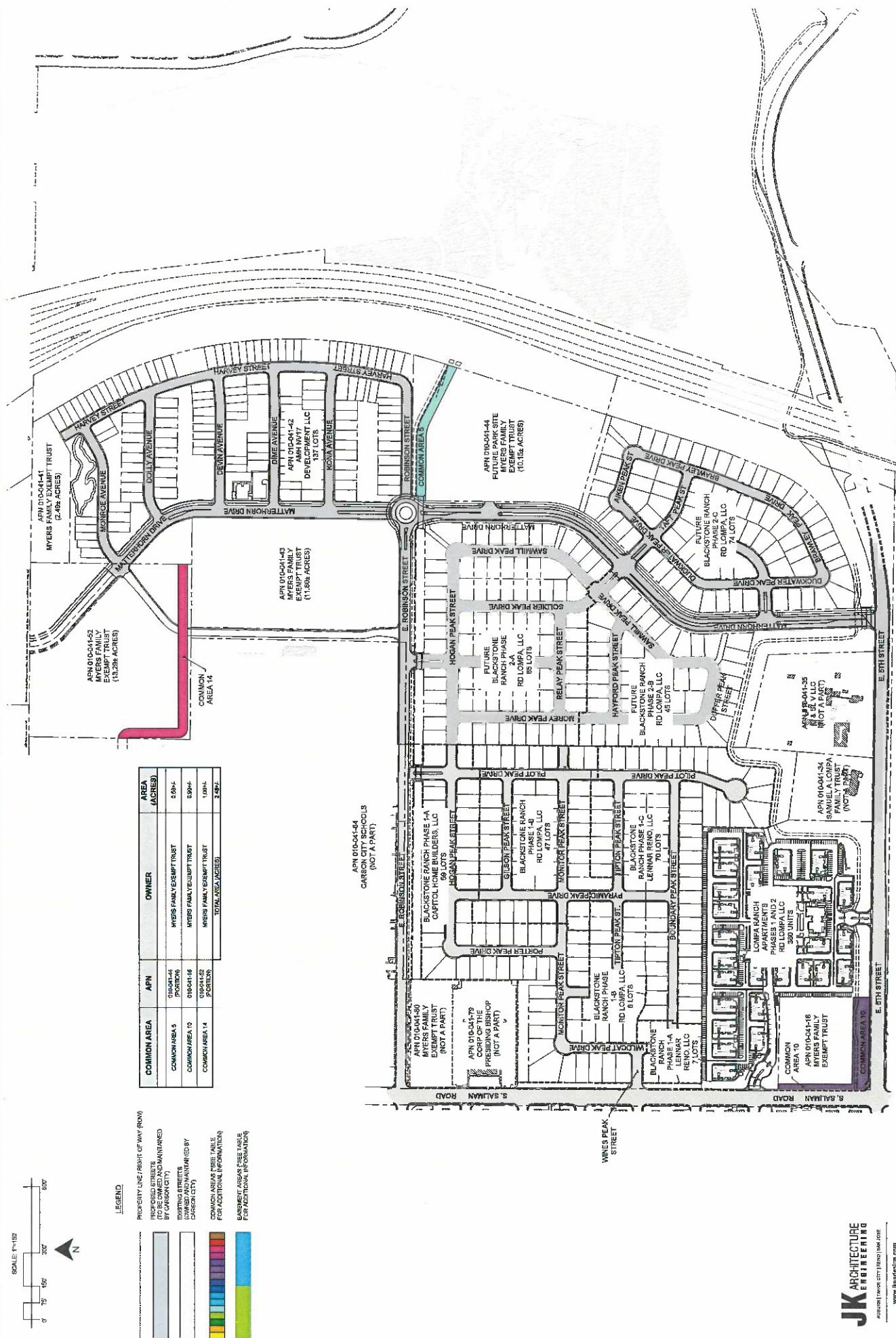


EXHIBIT C
TO PETITION

DEVEOPER 3 PROPERTY

EXHIBIT C - DEVELOPER 3 PROPERTY - CAPITOL HOMEBUILDERS, LLC

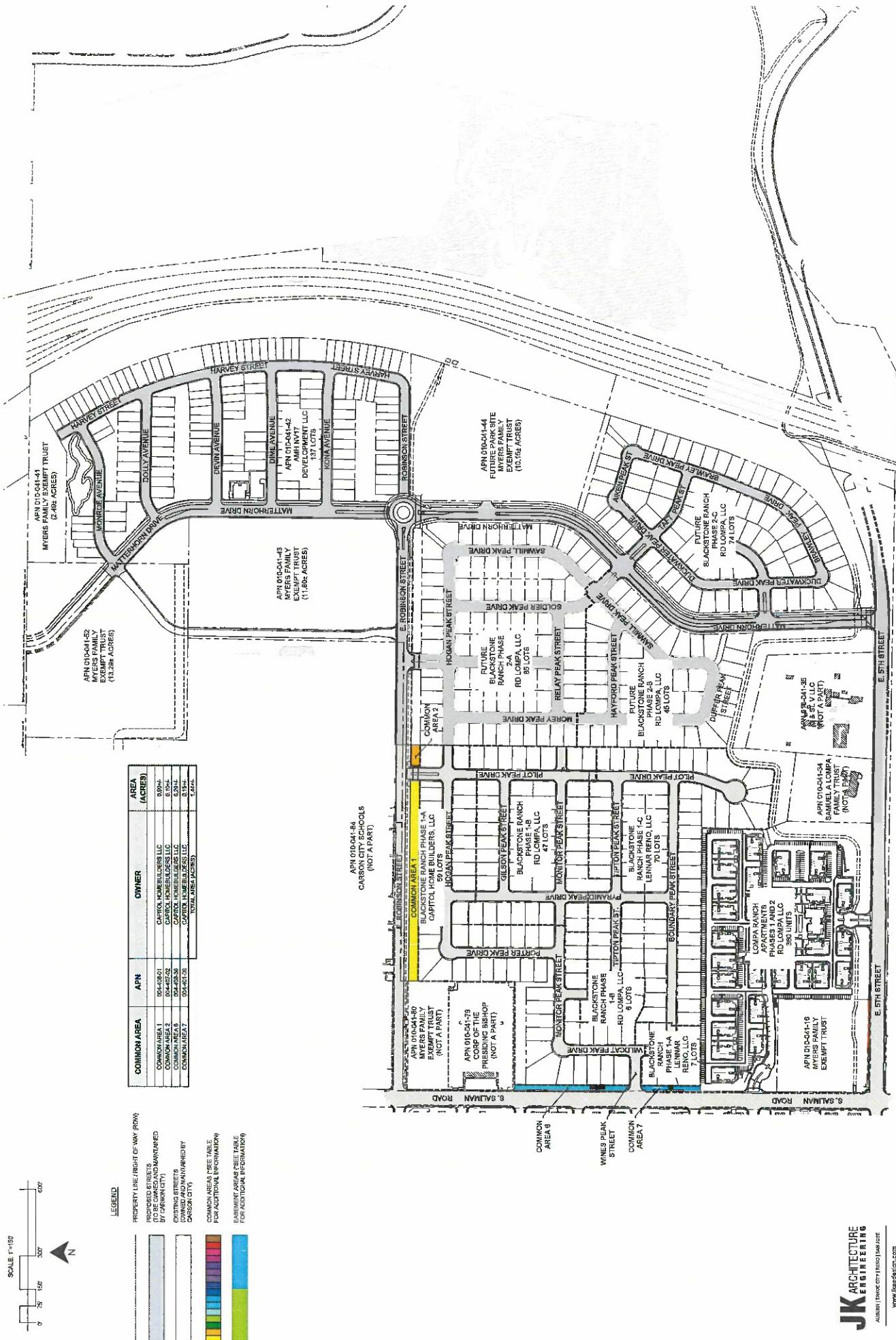


EXHIBIT D
TO PETITION

DEVEOPER 4 PROPERTY

EXHIBIT D - DEVELOPER 4 PROPERTY - LENNAR RENO, LLC

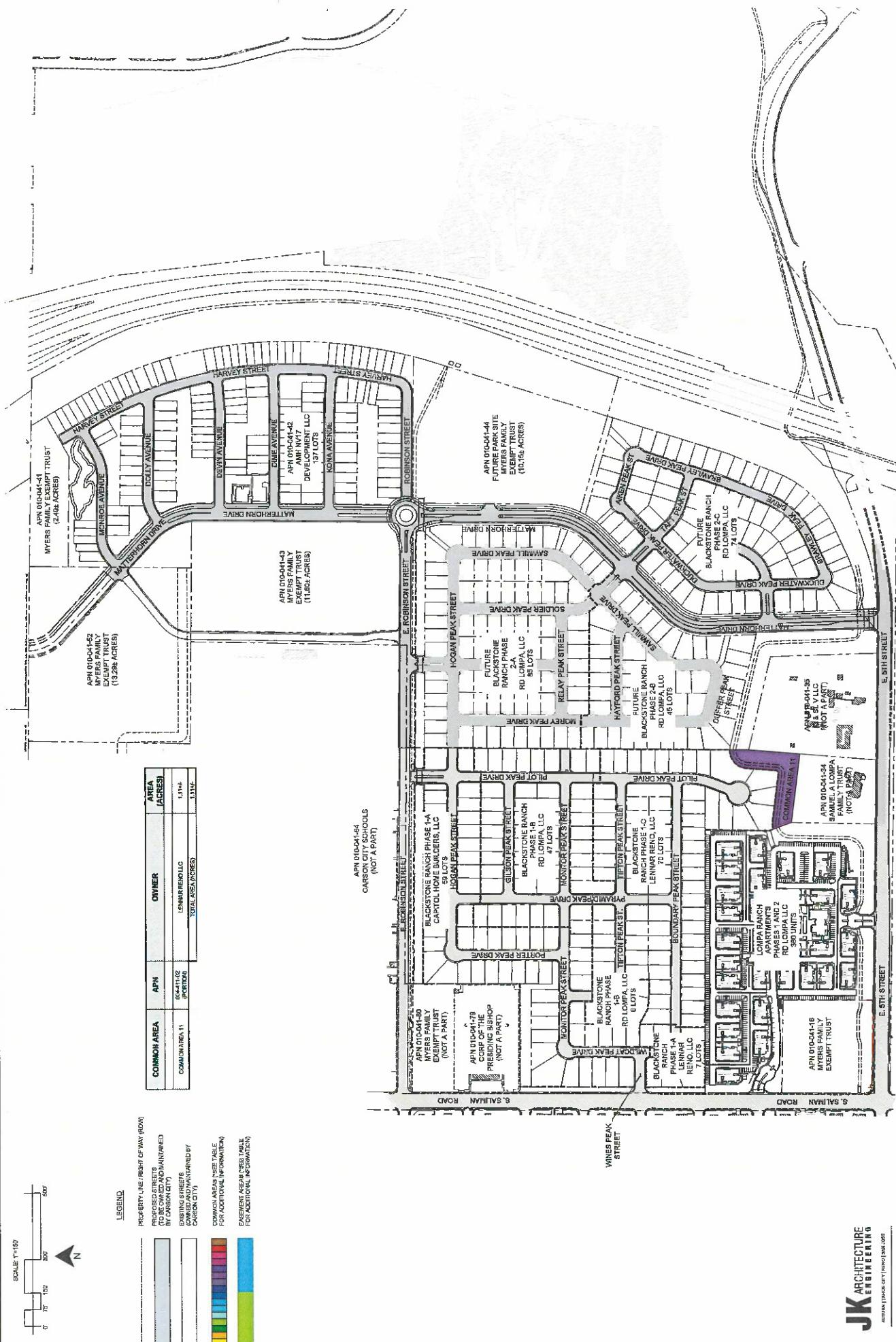


EXHIBIT E
TO PETITION

DEVEOPER 5 PROPERTY

EXHIBIT E - DEVELOPER 5 PROPERTY - AMH NV17 DEVELOPMENT, LLC

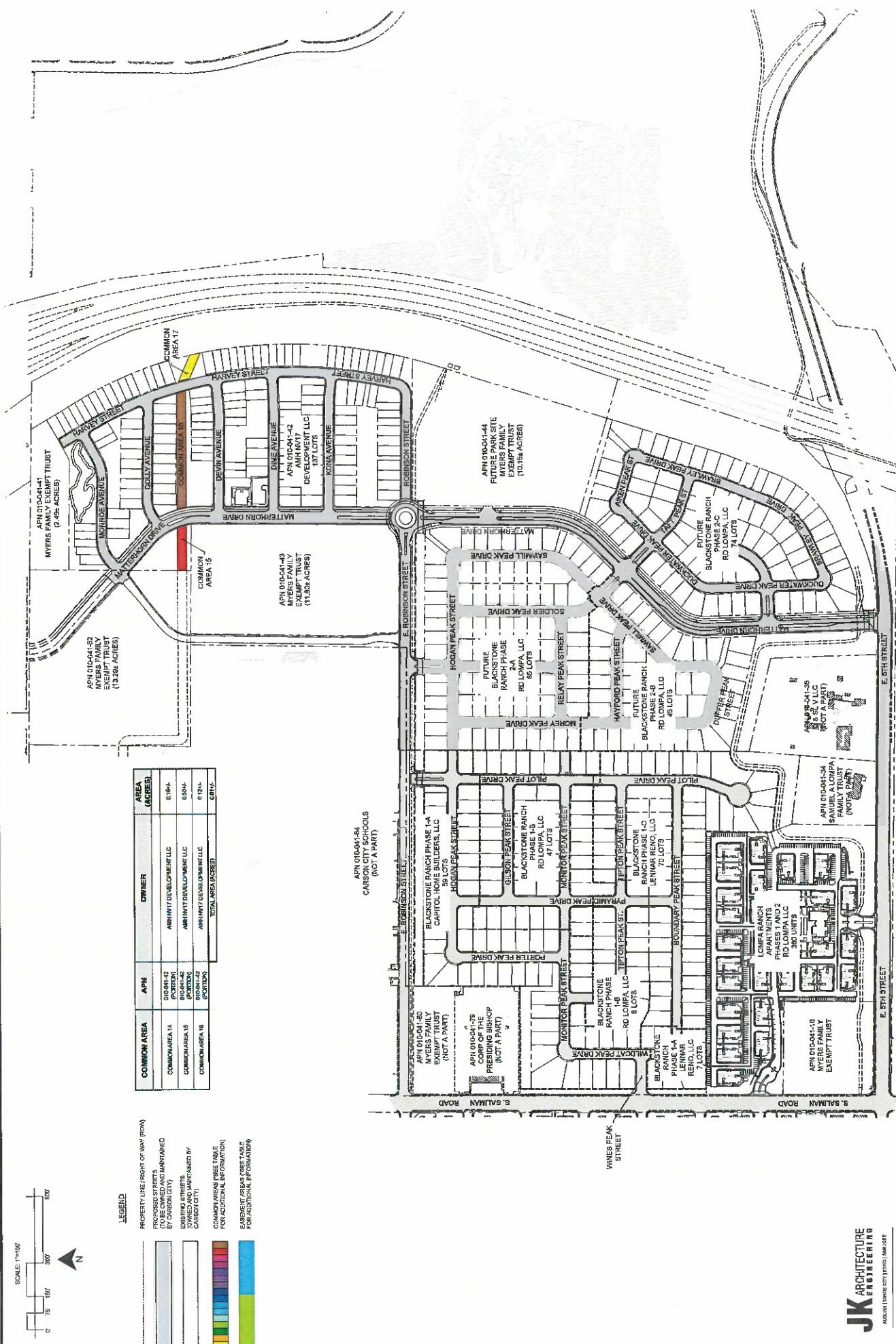


EXHIBIT F
TO PETITION

LMD PROPERTY
(Depiction of Land and Conceptual Improvements)

[See following pages.]

EXHIBIT F - LOMPA RANCH NORTH LMD PROPERTY MAP

LEGEND

MENT AREAS (SEE TABLE
FOR ADDITIONAL INFORMATION)

COMMON AREA	APH	OWNER	AREA (ACREAGE)
COMMON AREA 1	015-408-01	CAPISTRANO HOMEBUILDERS LLC	0.1504
COMMON AREA 2	015-407-02	CAPISTRANO HOMEBUILDERS LLC	0.1504
COMMON AREA 3	015-041-40	RD LOMPA LLC	0.354
COMMON AREA 4	015-041-40	RD LOMPA LLC	0.354
COMMON AREA 5	015-041-44	WILSON FAMILY EXEMPT TRUST	0.354
COMMON AREA 6	015-045-36	CAPISTRANO HOMEBUILDERS LLC	0.287
COMMON AREA 7	015-045-36	CAPISTRANO HOMEBUILDERS LLC	0.154
COMMON AREA 8	015-041-40	RD LOMPA LLC	0.274
COMMON AREA 9	015-041-40	RD LOMPA LLC	0.274
COMMON AREA 10	015-041-46	WILSON FAMILY EXEMPT TRUST	0.404
COMMON AREA 11	015-041-42	LEMINA REHOL LLC	1.114
COMMON AREA 12	015-041-41	RD LOMPA LLC	0.354
COMMON AREA 13	015-041-40	RD LOMPA LLC	0.354
COMMON AREA 14	015-041-42	WILSON FAMILY EXEMPT TRUST	1.054
COMMON AREA 15	015-041-41	AMINITY DEVELOPMENT LLC	0.189
COMMON AREA 16	015-041-42	AMINITY DEVELOPMENT LLC	0.354
COMMON AREA 17	015-041-42	AMINITY DEVELOPMENT LLC	0.124
EASEMENT AREA 1	015-041-40	RD LOMPA LLC	0.254
EASEMENT AREA 2	015-041-40	RD LOMPA LLC	1.364

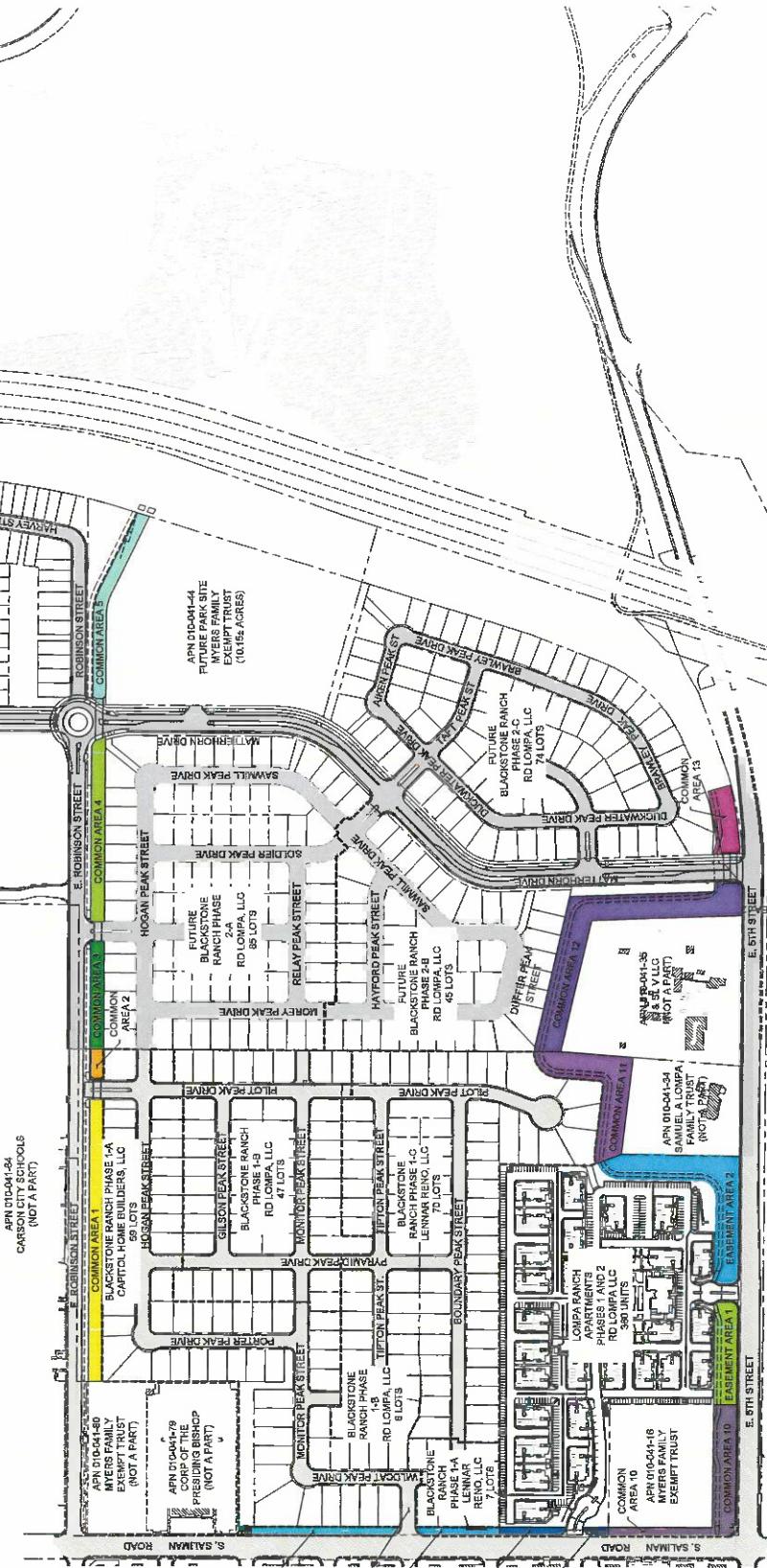


EXHIBIT G
TO PETITION

FORM OF MAINTENANCE DISTRICT DEVELOPMENT AGREEMENT

[See following pages.]

APNs: See APNs in List of Assessed Properties at Exhibit K

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

WHEN RECORDED, MAIL TO:

RD Lompa, LLC
c/o Ryder NV Management, LLC
985 Damonte Ranch Pkwy, Suite 140
Reno, Nevada 89521
Attn: Bobbie Merrigan

LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT AGREEMENT

This **LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT AGREEMENT** (“Agreement”) is made by and between **RD LOMPA, LLC**, a Nevada limited liability company (“Developer 1”), **JOSHUA MYERS**, as Trustee of the **MYERS FAMILY EXEMPT TRUST** (“Developer 2”), **CAPITOL HOMEBUILDERS, LLC**, a Nevada limited liability company (“Developer 3”), **LENNAR RENO, LLC**, a Nevada limited liability company (“Developer 4”) and **AMH NV17 DEVELOPMENT, LLC**, a Delaware limited liability company (“Developer 5”, and together with Developer 1, Developer 2, Developer 3 and Developer 4, individually and collectively, “Developer”), and **CARSON CITY**, a consolidated municipality and a political subdivision of the State of Nevada (“Carson City”). Developer and Carson City are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

A. Developer is submitting to Carson City the Lompa Ranch North Landscape Maintenance District Petition (“Petition”).

B. Developer and Carson City execute this Agreement for the purpose of satisfying the requirement for a development agreement in connection with the Petition and for establishing the Lompa Ranch North Landscape Maintenance District (“Lompa Ranch North LMD”) pursuant to Chapter 17.18 of the Carson City Municipal Code (“CCMC”).

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

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

1. **Property.** The real property subject to this Agreement is described on Exhibits A through E, inclusive, to the Petition (the “Project”), as will be further adjusted and described in Exhibit K to the Petition after final maps are recorded. Following the approval and creation of the Lompa Ranch North LMD by the Carson City Board of Supervisors (“Board”), Carson City will record a Notice of Creation of the Lompa Ranch North LMD, and will cause a Notice of Lompa Ranch North LMD assessment (“Notice of LMD Assessment”) to be recorded against the Project, as further described in Exhibit I, the List of Assessed Properties, in the official records of the Carson City Clerk-Recorder (“Official Records”). The Notice of LMD Assessment will list each lot’s legal description and its assessor’s parcel number (for each lot then created and assigned an assessor’s tax parcel number) and the then current actual Assessment Amount for each lot, and contact information for Carson City for lot owners to obtain information about the LMD and the Assessment Amount. Each year, until final buildout of the LMD Property described in Exhibits A through E, inclusive, the Director of the Carson City Parks, Recreation, and Open Space Department (“Parks Director”) will review the assessments made on the Assessed Properties and, taking into account any new parcels that were created during the prior year as shown in the records of the Carson City Assessor, adjust Exhibit K, the List of Assessed Properties, Exhibit H, the Allocation Plan, and any other necessary exhibit, to establish updated assessments based on the land square footage of the Assessed Properties. The Parks Director may change the allocation of the established assessment among the Assessed Properties, but any changes to such allocation must be equitable. Any changes to the total amount of the assessment must be approved by the Carson City Board of Supervisors.

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

3. **Effective Date; Duration of Agreement.** The term of this Agreement begins upon the Board’s approval and creation of the Lompa Ranch North LMD, and terminates automatically 2 years after the last Final Project Acceptance for a development within the Project, unless the Agreement is sooner terminated under NRS 278.0205 or the provisions of this Agreement, and except as to provisions herein that expressly survive termination (“Termination Date”). No further action by any Party is necessary to terminate this Agreement on the Termination Date under this Section 3.

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

5. **Improvements; Construction Schedule.** The improvements subject to this Agreement are identified on Exhibits C and H to the Petition (each, an “Improvement,” and collectively, the “Improvements”). Subject to extensions of time with respect to any one or more of the Development Approvals (including of the Tentative Map for phase one of Lompa Ranch (TSM-17-005)), Developer shall cause the Improvements to be installed or constructed in accordance with the schedule for construction, including the deadlines for completion thereof, as approved by the Carson City Planning Department. The installation or construction of the

Improvements shall be performed in a good and workmanlike manner, in accordance with the Development Approvals, Petition and the CCMC, and at the sole cost and expense of Developer.

6. **Maintenance and Administration.**

6.1. On and after the date of Final Project Acceptance of any portion of the LMD Property, Carson City shall maintain, or cause to be maintained, the LMD Property, or the portion of the LMD Property accepted, diligently, in good repair, in accordance with applicable law, and at least in as good a condition as existing as of the date of such Final Project Acceptance. Carson City agrees to not unreasonably withhold, delay or condition any inspection or approval necessary to achieve Final Project Acceptance.

6.2. On and after the date of Final Project Acceptance for the LMD Property, or any portion of the LMD Property, as provided in the Financial Plan and/or Allocation Plan, Carson City shall commence, and thereafter administer, the imposition and collection of the Assessment on the Assessed Property for the Lompa Ranch North LMD.

7. **Warranty.** On and after the date of Final Project Acceptance for the LMD Property, or any portion of the LMD Property, all workmanship and materials of the Improvements associated with such LMD Property shall be subject to a full one-year warranty. This warranty requires that all such Improvements (including plants, irrigation systems, fencing, pathways, access roads, riprap, culverts, or any other public components installed by or on behalf of Developer) be repaired or replaced to the reasonable satisfaction of Carson City if not healthy, thriving or in good installation or repair promptly after written notification to Developer by Carson City of the deficiencies.

8. **Indemnification.** Developer agrees for itself, its successors and assigns that it, its successors and assigns shall indemnify, defend at Carson City's option and by counsel approved by Carson City, and hold harmless Carson City, its officers, representatives, employees and agents from and against any and all actions, penalties, liability, claims, demands, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature brought by a third party and arising out of damage or loss resulting from the Developer's or Developer's agent's improper or defective materials, installation or design of the Improvements. In no event shall Developer be required to indemnify Carson City for any actions, penalties, liabilities, claims, demands, losses, damages, expenses, or costs (including without limitation costs and fees of litigation) of any nature arising from or related to negligent, reckless, knowing, intentional or willful conduct or actions of Carson City or its officers, representatives, employees, agents or independent contractors. This provision does not prevent Carson City from joining in as a party or obtaining a settlement in any suit against a developer, contractor or subcontractor for improper or defective materials, installation or design of any Improvement dedicated to Carson City. The terms of this **Section 8** survive the expiration or termination of this Agreement for a period of two (2) years.

9. **Dedication for Public Use.** Pursuant to CCMC 17.18.050(2)(m)(1), the LMD Property is hereby dedicated to Carson City. Developer shall cause any final map to contain a note substantially similar to the following: *Pursuant to CCMC 17.18.050, the LMD Property described hereon is hereby dedicated to Carson City*, or shall otherwise dedicate the LMD Property with

restriction language required by CCMC Chapter 17.18 by separate deed. Developer will grant to Carson City such easements as may be reasonably necessary to allow Carson City to access LMD Property for the purpose of maintaining the same in accordance with the Petition and this Agreement.

10. **Petition Deposit.** On or before the date the Notice of Creation is recorded in the Official Records, Developer shall pay to Carson City a deposit for start-up costs of the Lompa Ranch North LMD in an amount equal to \$100,000 ("Deposit"), with each of Developer 1, Developer 2, Developer 3, Developer 4 and Developer 5 paying an equal share thereof. On and after Final Project Acceptance for any LMD Property, the Deposit may be used by Carson City only to fund maintenance expenses that exceed Assessment Amounts collected by Carson City. If, at the build-out of the Project as depicted on Exhibit F to the Petition, Assessment Amounts collected by Carson City exceed maintenance expenses such that excess Assessment Amounts are held by Carson City, any unused portion of the Deposit will be promptly refunded to Developer. The terms of this Section 10 survive the expiration or termination of this Agreement.

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

If to Developer:

RD Lompa, LLC
c/o Ryder NV Management, LLC
985 Damonte Ranch Pkwy, Suite 140
Reno, Nevada 89521
Attn: Bobbie Merrigan
Tel.: (775) 823-3788
Fax: (775) 823-3799

With a copy to:

Holland and Hart LLP
5441 Kietzke Lane, 2nd Floor
Reno, Nevada 89511
Attn: Megan M. Fogarty, Esq.
Tel.: (775) 327-3000
Fax: (775) 786-6179

Meyers Family Exempt Trust
c/o Joshua Myers
439 Plumb Lane
Reno, NV 89509
Tel.: (775) 352-4200
Fax: n/a

Capitol Homebuilders, LLC
c/o Ryder Homes of Northern Nevada Inc.
985 Damonte Ranch Pkwy, Suite 140
Reno, Nevada 89521
Attn: Steve Thomsen
Tel.: (775) 823-3788
Fax: (775) 823-3799

Lennar Reno, LLC
9425 Double Diamond Parkway
Reno, NV 89521
Attn: Dustin Barker, Vice President
Tel.: (775) 825-7733
Fax: (775) 825-7735

With a copy to: Woodburn and Wedge
6100 Neil Road, Suite 500
P.O. Box 2311
Reno, NV 89505
Attn: Gregg P. Barnard
Tel.: (775) 688-3000
Fax: (775) 688-3088

AMH NV17 Development, LLC
23975 Park Sorrento, Suite 300
Calabasas, CA 91302
Attn: Legal Department
Tel.: (310) 494-2224
Fax: (805) 456-7859

With a copy to: Fennemore Craig, P.C.
9275 West Russell Road, Suite 240
Las Vegas, NV 89148
Attn: Mark A. Hawkins
Tel.: (702) 692-8000
Fax: (702) 692-8072

If to Carson City: Carson City Parks & Recreation Director
3303 Butti Way, Building 9
Carson City, NV 89701
Attn: Jennifer Budge
Tel.: (775) 887-2262
Fax: (775) 887-2145

And to:

Carson City Community Development Director
108 East Proctor Street
Carson City, NV 89701
Attn: Hope Sullivan
Tel: (775) 283-7922
Fax: (775) 887-2278

With a copy to:

Carson City District Attorney
885 E. Musser St., Suite 2030
Carson City, Nevada 89701
Attn: District Attorney
Tel.: (775) 887-2070
Fax: (775) 887-2129

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

12. Miscellaneous.

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

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

12.3. Limitation of Liability. Carson City does not waive and intends to assert any and all available NRS chapter 41 immunity in all cases. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Agreement. The contract liability of the Parties under this Agreement does not include punitive damages.

12.4. Recording. Upon approval and creation of the Lompa Ranch North LMD, Carson City shall cause this Agreement shall be recorded in the Official Records. All amendments hereto must be in writing signed by Carson City and Developer, and shall be attached to the original and copy referenced above.

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

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

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

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

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

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

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

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

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

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

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

12.16. Nevada Law; Jurisdiction. The law of the State of Nevada applies in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City.

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

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

12.19. Public Records. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. City will have the duty to disclose particular information or documents, unless they are made confidential by law or a common law balancing of interest.

[Signature Pages Follow]

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

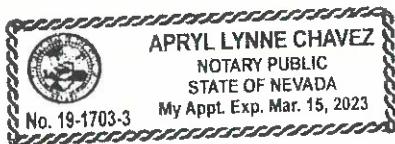
DEVELOPER:

RD LOMPA, LLC,
a Nevada limited liability company

By: 
Steve Thomsen, Authorized Representative

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on August 1, 2022, by Steve Thomsen, as the Authorized Representative of RD Lompa, LLC, a Nevada limited liability company.



Apryl Lynne C
Notary Public
My Commission Expires: 3/15/2023

MYERS FAMILY EXEMPT TRUST

By: _____
Joshua Myers, Trustee

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by Joshua Myers, as Trustee of the Myers Family Exempt Trust.

Notary Public
My Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

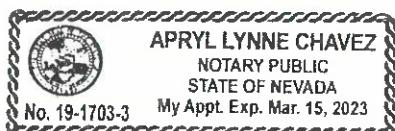
**CAPITOL HOMEBUILDERS, LLC,
a Nevada limited liability company**

By: Ryder Homes of Northern Nevada Inc.,
a Nevada corporation
Its: Manager

By: 
Steve Thomsen, Vice President

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on August 1, 2022, by Steve Thomsen, as Vice President of Ryder Homes of Northern Nevada Inc., a Nevada corporation, Manager of Capitol Homebuilders, LLC, a Nevada limited liability company.




Apryl Lynne Chavez
Notary Public
My Commission Expires: 3/15/2023

**LENNAR RENO, LLC,
a Nevada limited liability company**

By: _____
Name: _____
Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2022, by _____, as _____ of Lennar Reno, LLC, a Nevada limited liability company.

Notary Public
My Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

AMH NV17 DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

This instrument was acknowledged before me on _____, 2022, by _____, as _____ of AMH NV17 Development, LLC, a Delaware limited liability company.

Notary Public
My Commission Expires: _____

CARSON CITY:

CARSON CITY, a consolidated municipality

Approved as to form:

CARSON CITY DISTRICT ATTORNEY

By: _____
Name: _____
Its: _____

By: _____
Deputy District Attorney

STATE OF NEVADA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2022, by _____, as _____ of CARSON CITY, a consolidated municipality.

Notary Public
My Commission Expires: _____

EXHIBIT H
TO PETITION

ALLOCATION PLAN

The assessment allocation percentage for each Assessed Property shall be calculated by multiplying the number of square feet of land for such Assessed Property (to the nearest whole square foot) by 100 and dividing the product by the total square feet of land (to the nearest whole square foot) for all Assessed Properties.

EXHIBIT I
TO PETITION

FINANCIAL PLAN

[See following pages.]

Recommended Reserve Contribution

Year Funded	Beginning of Year Balance	Spc Rsv Assesmt	Annual Transfer	Member Mo Pmt	Annual Expenditures	Interest Earned	Income Tax	End of Year Balance	% Funded	Fully Funded (100%)
2022	\$0.00	\$0.00	\$80,000.00	\$10.24	\$43,550.00	\$0.00	\$0.00	\$36,450.00	37.64	\$96,848.14
2023	\$36,450.00	\$0.00	\$84,000.00	\$10.75	\$99,343.50	\$73.00	\$21.90	\$21,157.60	28.89	\$73,231.22
2024	\$21,157.60	\$0.00	\$86,000.00	\$11.01	\$45,300.44	\$42.00	\$12.60	\$61,886.56	59.78	\$103,532.16
2025	\$61,886.56	\$0.00	\$87,000.00	\$11.14	\$105,393.52	\$124.00	\$37.20	\$43,579.84	55.55	\$78,457.94
2026	\$43,579.84	\$0.00	\$88,000.00	\$11.26	\$48,059.23	\$87.00	\$26.10	\$83,581.51	75.58	\$110,581.24
2027	\$83,581.51	\$0.00	\$90,000.00	\$11.52	\$113,898.67	\$167.00	\$50.10	\$59,799.74	72.94	\$81,981.92
2028	\$59,799.74	\$0.00	\$91,000.00	\$11.65	\$60,986.03	\$120.00	\$36.00	\$99,897.71	86.05	\$116,095.42
2029	\$99,897.71	\$0.00	\$92,000.00	\$11.78	\$118,621.34	\$200.00	\$60.00	\$73,416.37	83.54	\$87,885.78
2030	\$73,416.37	\$0.00	\$93,000.00	\$11.90	\$54,091.08	\$147.00	\$44.10	\$112,428.19	90.63	\$124,054.71
2031	\$112,428.19	\$0.00	\$94,000.00	\$12.03	\$125,845.37	\$225.00	\$67.50	\$80,740.32	85.80	\$94,100.49
2032	\$80,740.32	\$0.00	\$95,000.00	\$12.16	\$59,804.28	\$161.00	\$48.30	\$116,048.74	89.16	\$130,155.79
2033	\$116,048.74	\$0.00	\$100,000.00	\$12.80	\$133,509.36	\$232.00	\$69.60	\$82,701.78	84.03	\$98,416.65
2034	\$82,701.78	\$0.00	\$106,000.00	\$13.57	\$60,879.99	\$165.00	\$49.50	\$127,937.29	91.95	\$139,138.55
2035	\$127,937.29	\$0.00	\$108,000.00	\$13.82	\$141,640.07	\$256.00	\$76.80	\$94,476.42	89.60	\$105,440.89
2036	\$94,476.42	\$0.00	\$110,000.00	\$14.08	\$64,587.59	\$189.00	\$56.70	\$140,021.13	94.22	\$148,611.95
2037	\$140,021.13	\$0.00	\$112,000.00	\$14.34	\$153,070.29	\$280.00	\$84.00	\$99,146.84	89.99	\$110,176.84
2038	\$99,146.84	\$0.00	\$114,000.00	\$14.59	\$68,520.97	\$198.00	\$59.40	\$144,764.47	92.78	\$156,022.52
2039	\$144,764.47	\$0.00	\$116,000.00	\$14.85	\$159,417.17	\$290.00	\$87.00	\$101,550.30	85.98	\$118,111.14
2040	\$101,550.30	\$0.00	\$124,000.00	\$15.87	\$72,693.89	\$203.00	\$60.90	\$152,998.51	91.77	\$166,719.14
2041	\$152,998.51	\$0.00	\$130,000.00	\$16.64	\$169,125.66	\$306.00	\$91.80	\$114,087.05	90.21	\$126,463.19
2042	\$114,087.05	\$0.00	\$133,000.00	\$17.03	\$80,371.95	\$228.00	\$68.40	\$166,874.70	95.40	\$174,918.51
2043	\$166,874.70	\$0.00	\$136,000.00	\$17.41	\$79,425.43	\$334.00	\$100.20	\$123,683.07	93.51	\$132,263.75
2044	\$123,683.07	\$0.00	\$140,000.00	\$17.92	\$81,817.61	\$247.00	\$74.10	\$182,038.36	97.35	\$186,990.56
2045	\$182,038.36	\$0.00	\$143,000.00	\$18.31	\$190,352.42	\$364.00	\$109.20	\$134,940.74	95.23	\$141,703.76
2046	\$134,940.74	\$0.00	\$146,000.00	\$18.69	\$86,800.30	\$270.00	\$81.00	\$194,329.44	97.30	\$199,722.01
2047	\$194,329.44	\$0.00	\$149,000.00	\$19.07	\$205,713.68	\$389.00	\$116.70	\$137,888.06	93.12	\$148,068.48
2048	\$137,888.06	\$0.00	\$154,000.00	\$19.71	\$92,086.45	\$276.00	\$82.80	\$199,994.81	95.38	\$209,681.23
2049	\$199,994.81	\$0.00	\$157,000.00	\$20.10	\$214,243.33	\$400.00	\$120.00	\$143,031.48	90.11	\$158,731.48
2050	\$143,031.48	\$0.00	\$160,000.00	\$20.48	\$97,694.51	\$286.00	\$85.80	\$205,537.17	91.73	\$224,056.59
2051	\$205,537.17	\$0.00	\$167,000.00	\$21.36	\$227,290.75	\$411.00	\$123.30	\$145,534.12	85.63	\$169,955.97

Total

EXHIBIT J
TO PETITION

OPERATION AND MAINTENANCE PLAN

[See following pages.]

STORMWATER FACILITIES
OPERATION AND MAINTENANCE PLAN
FOR
LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT
CARSON CITY, NEVADA

May 27, 2022

Prepared for
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

INTRODUCTION	1
Location and Description of Stormwater Facilities	1
Responsibilities for Stormwater Facilities Maintenance	1
INSPECTION AND MAINTENANCE REQUIREMENTS	2
Inspection Frequency	2
Inspection Criteria	2
Prioritization of Maintenance and Repair	2
Procedures for Maintenance and Repair	3
Safety	3

APPENDIX A

INSPECTION CHECKLIST

APPENDIX B

STATE OF NEVADA NOXIOUS WEED LIST

APPENDIX C

LMD MAINTAINED STORMWATER FACILITIES MAP

INTRODUCTION

An Operation and Maintenance Plan (O&M Plan) is required for the LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT for the Blackstone Ranch, Carson City, Nevada for the stormwater facilities known as the LOMPA RANCH NORTH SPECIFIC PLAN AREA (SPA) FLOOD CONTROL CHANNELS.

The channels will be regularly inspected and maintained following the inspection and maintenance procedures outlined in this plan to ensure the proper functioning of the Flood Control Channels as identified herein.

LOCATION AND DESCRIPTION OF STORMWATER FACILITIES

The Blackstone (Lompa) Ranch is located on a parcel of approximately 251.3 acres and will include the construction of 530 single family residential units, 30 multi-family residential buildings (120 Base floor units), a clubhouse/pool area, some commercial for a total of 651 Assessment paying members. The site is located within the Section 16, Township 15 north, Range 20 East, M.D.M. It is located generally south of Williams Street, east of Saliman Road and North of East 5th Street.

The public stormwater facilities within the project generally consist of four on-site channels comprised of the Vicee Channel, the Ash Canyon Channel, the Kings Canyon Channel and the Saliman Road Channel. A series of five multi-cell bottomless box culverts provide drive aisle access to the residential and Multi-family communities as well as access between Robinson and Fifth Street in the form of Matterhorn Drive.

A Facilities Map has been included (APPENDIX C) depicting the specific channels for which the LMD will be responsible for maintaining.

RESPONSIBILITIES FOR STORMWATER FACILITIES MAINTENANCE

Carson City Public Works
3505 Butti Way
Carson City, Nevada 89701

INSPECTION AND MAINTENANCE REQUIREMENTS

INSPECTION FREQUENCY

The stormwater facilities will be inspected during the first year of operation after the first large storm event (2-year, 24-hour, or greater). After the first year, the stormwater facilities will be inspected before and after the rainy season (October through March). Additionally, the stormwater facilities will be inspected for proper draining 72 hours after each 5-year, 24-hour or greater storm event, and for the presence of water seven days after each 5-year, 24-hour or greater storm event.

INSPECTION CRITERIA

Inspections of drainage facilities will consist of a detailed evaluation of the existing condition using the Inspection Checklist included in Appendix A. The following items will be inspected at minimum:

- The condition and stability of the side slopes and bottoms of the open channel, with emphasis on the amount of erosion and sediment accumulation;
-
- The presence of sediment or debris that could obstruct the free flow of water though the conveyance system;
- The presence of trash, unacceptable vegetation, or other rubbish in the conveyance system; and
- The presence of water or animal burrows.

PRIORITIZATION OF MAINTENANCE AND REPAIR

Maintenance and repair work for the stormwater facilities will be prioritized. The highest priority, priority "A" on the Inspection Checklist, will be emergency work where life and/or safety issues are involved. This work should be initiated as soon as the manpower and equipment are available to perform the needed tasks.

The next highest priority, priority "B", will be given to removing obstructions to flow and correcting the underlying cause of these obstructions; and to address immediate threats to property damage. The goal for completing this work is one to two weeks from the completion of the inspection, depending on the complexity of the work involved.

Routine preventative maintenance activities will be given a lower priority, priority "C" on the Inspection Checklist, and will be carried out as early as practical, and before the winter season.

PROCEDURES FOR MAINTENANCE AND REPAIR

Typical procedures for the maintenance and repair of Lompa Ranch North Flood Control Channels are as follows:

Open Channel, Culverts and Inlet/Outlet Structures

Access:

Maintenance vehicle access for the open channels, box culverts and storm drain inlets/outlets is provided along the North side of Ash Canyon Channel in the form of a multi-purpose path and maintenance driveways from the concrete path down to the channel bottom. Access is also provided along the northern edge of the Kings Canyon Channel with maintenance driveways down into the channel bottom of the Kings Canyon Channel. The Saliman Road Channel can be accessed from Saliman Road.

Procedure:

- Inspection and review of the open channel, box culvert and storm drain inlets/outlets is to be conducted to identify evidence of erosive damage to channel slopes and linings, dislodged rip rap, and dislodged storm drain inlet/outlet structures. Should damage be observed, qualified maintenance personnel shall repair the damage in accordance with the original improvement plans and specifications.
- Sediment, trash, debris, and any other obstructions to the free flow of water, including excess vegetation and unacceptable vegetation, will be removed.
- All material removed will be hauled to approved disposal sites.
- Areas of the BR Facility that have been disturbed for sediment removal or erosion backfill shall be hydroseeded with the same type of vegetation that was originally planted.
- Portions of the facilities that have eroded more than twelve (12) inches in depth shall be backfilled and compacted, and reinforcement will be repaired annually. Areas that routinely require this maintenance will be required to have additional reinforcement installed.
- In the event that wetlands are discovered or created, and need to be maintained as such, all activities necessary to maintain the wetland will be included in maintenance. This maintenance will be performed, at minimum, on an annual basis.

Equipment:

Equipment needed for maintenance may include excavating equipment, rake, shovel, hand tools, bucket, wheelbarrow, and a power vacuum or vacuum truck.

SAFETY

Safety consideration will be taken when conducting inspections and maintenance. Hazards should be anticipated and avoided. Confined space will not be entered without proper training and equipment, and at least one other person will be present.

APPENDIX A

LOMPA RANCH NORTH FLOOD CONTROL CHANNELS
STORMWATER FACILITIES CHECKLIST

INSPECTOR:		DATE & TIME:			
INSPECTION ITEMS	CONDITION ACTION				REPAIR DATE
	G O O D	A	B	C	
DETENTION BASIN/OPEN CHANNEL					
SIDE SLOPE EROSION					
BOTTOM EROSION					
INLET CONDITION					
OUTLET CONDITION					
DEPTH OF SEDIMENT					
DEPTH OF WATER					
VEGETATION GROWTH					
NOXIOUS WEEDS					
TRASH AND DEBRIS					
RODENT BURROWS					
CULVERTS (INLETS AND OUTFALLS)					
OBSTRUCTIONS					
DEPTH OF SEDIMENT					
CRACKS					
SEEPAGE					

DAMAGE OR DEFORMATION						
-----------------------	--	--	--	--	--	--

ACTION:

- A - REPAIR AND MAINTAIN AS SOON AS POSSIBLE
- B - REPAIR AND MAINTAIN WITHIN 2 WEEKS OF INSPECTION
- C - MAINTAIN AS SOON AS POSSIBLE OR BEFORE WINTER SEASON

APPENDIX B

NEVADA NOXIOUS WEED LIST BY CATEGORY

Category A Weeds:

Category A noxious weeds are weeds that are generally not found or that are limited in distribution throughout the State.

African rue	(<i>Peganum harmala</i>)
Austrian fieldcress	(<i>Rorippa austriaca</i>)
Swainsonpea	(<i>Sphaerophysa salsula</i>)
Black henbane	(<i>Hyoscyamus niger</i>)
Camelthorn	(<i>Alhagi maurorum</i>)
Common crupina	(<i>Crupina vulgaris</i>)
Dalmatian toadflax	(<i>Linaria dalmatica</i>) (<i>Isatis tinctoria</i>) (<i>Myriophyllum spicatum</i>) (<i>Arundo donax</i>)
Dyer's woad	(<i>Isatis tinctoria</i>)
Eurasian water-milfoil	(<i>Myriophyllum spicatum</i>) (<i>Arundo donax</i>)
Giant reed	(<i>Salvinia molesta</i>)
Giant salvinia	(<i>Galega officinalis</i>)
Goatsrue	(<i>Pennisetum setaceum</i>)
Crimson fountain grass	(<i>Cynoglossum officinale</i>)
Houndstongue	(<i>Hydrilla verticillata</i>)
Hydrilla	(<i>Centaurea iberica</i>)
Iberian starthistle	(<i>Hypericum perforatum</i>)
Common St. Johnswort	(<i>Centaurea melitensis</i>)
Malva starthistle	(<i>Anthemis cotula</i>)
Mayweed chamomile	(<i>Salvia aethiopis</i>)
Mediterranean sage	(<i>Lythrum salicaria</i> , <i>L. virgatum</i> & cultivars)
Purple loosestrife	(<i>Centaurea calcitrapa</i>)
Purple starthistle	(<i>Chondrilla juncea</i>)
Rush skeletonweed	(<i>Sonchus arvensis</i>)
Sow thistle	(<i>Centaurea maculosa</i>)
Spotted knapweed	(<i>Centaurea virgata</i>)
Squarrose knapweed	(<i>Potentilla recta</i>)
Sulfur cinquefoil	(<i>Zygophyllum fabago</i>)
Syrian bean caper	(<i>Centaurea solstitialis</i>)
Yellow starthistle	(<i>Linaria vulgaris</i>)
Yellowtoadflax	

Category B Weeds:

Category B listed noxious weeds are weeds that are generally established in scattered populations in some counties of the State.

Horsenettle	(<i>Solanum carolinense</i>)
Diffuse knapweed	(<i>Centaurea diffusa</i>)
Leafy spurge	(<i>Euphorbia esula</i>)
Medusahead	(<i>Taeniatherum caput-medusae</i>)
Musk thistle	(<i>Carduus nutans</i>)
Russian knapweed	(<i>Acroptilon repens</i>)
African mustard	(<i>Brassica tournefortii</i>)
Scotch thistle	(<i>Onopordum acanthium</i>)
Silverleaf nightshade	(<i>Solanum elaeagnifolium</i>)

Category C Weeds:

Category C listed noxious weeds are weeds that are generally established and generally widespread in many counties of the State.

Canada thistle	(<i>Cirsium arvense</i>)
Hoary cress	(<i>Cardaria draba</i>)
Johnsongrass	(<i>Sorghum halepense</i>)
Perennial pepperweed	(<i>Lepidium latifolium</i>)
Poison-hemlock	(<i>Conium maculatum</i>)
Puncture vine	(<i>Tribulus terrestris</i>)
Salt cedar (tamarisk)	(<i>Tamarix</i> spp.)

APPENDIX C

LMD MAP

19265814_v2

LOMPA RANCH NORTH LMD PROPERTY MAP

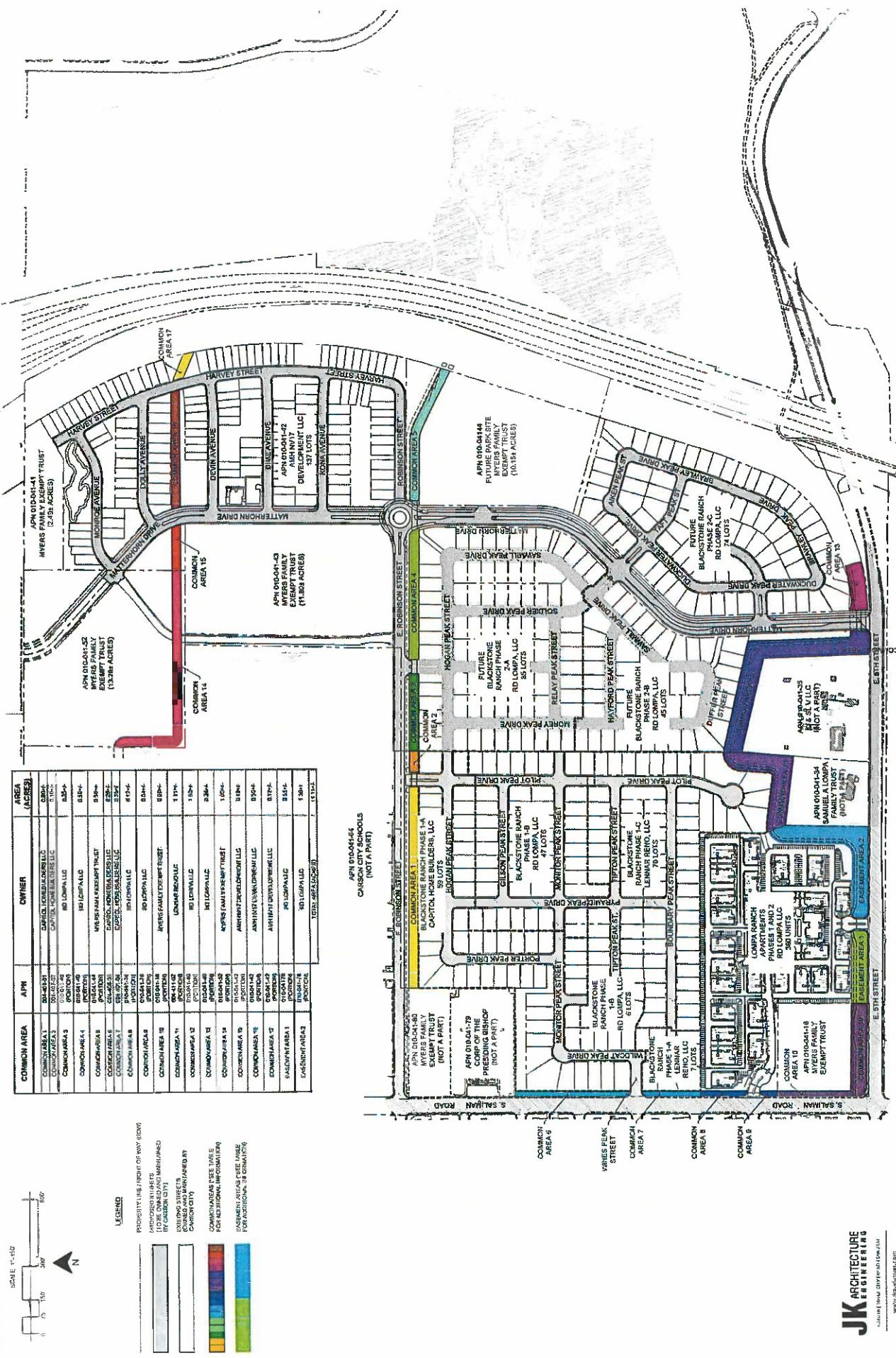


EXHIBIT K
TO PETITION

LIST OF ASSESSED PROPERTIES

[See following pages.]

COMMON AREA	APN	OWNER	AREA (ACRES)
COMMON AREA 1	004-408-01	CAPITOL HOMEBUILDERS LLC	0.90+/-
COMMON AREA 2	004-407-02	CAPITOL HOMEBUILDERS LLC	0.10+/-
COMMON AREA 3	010-041-40 (PORTION)	RD LOMPA LLC	0.35+/-
COMMON AREA 4	010-041-40 (PORTION)	RD LOMPA LLC	0.59+/-
COMMON AREA 5	010-041-44 (PORTION)	MYERS FAMILY EXEMPT TRUST	0.58+/-
COMMON AREA 6	004-408-36	CAPITOL HOMEBUILDERS LLC	0.29+/-
COMMON AREA 7	004-401-06	CAPITOL HOMEBUILDERS LLC	0.15+/-
COMMON AREA 8	010-041-78 (PORTION)	RD LOMPA LLC	0.12+/-
COMMON AREA 9	010-041-78 (PORTION)	RD LOMPA LLC	0.04+/-
COMMON AREA 10	010-041-16 (PORTION)	MYERS FAMILY EXEMPT TRUST	0.90+/-
COMMON AREA 11	004-411-02 (PORTION)	LENNAR RENO LLC	1.11+/-
COMMON AREA 12	010-041-40 (PORTION)	RD LOMPA LLC	1.90+/-
COMMON AREA 13	010-041-40 (PORTION)	RD LOMPA LLC	0.36+/-
COMMON AREA 14	010-041-52 (PORTION)	MYERS FAMILY EXEMPT TRUST	1.00+/-
COMMON AREA 15	010-041-42 (PORTION)	AMH NV17 DEVELOPMENT LLC	0.19+/-
COMMON AREA 16	010-041-42 (PORTION)	AMH NV17 DEVELOPMENT LLC	0.50+/-
COMMON AREA 17	010-041-42 (PORTION)	AMH NV17 DEVELOPMENT LLC	0.12+/-
59 SFR LOTS	SEE ATTACHED	CAPITOL HOMEBUILDERS LLC	9.39+/-
7 SFR LOTS	SEE ATTACHED	LENNAR RENO LLC	1.41+/-
EASEMENT AREA 1	010-041-78 (PORTION)	RD LOMPA LLC	0.55+/-
EASEMENT AREA 2	010-041-78 (PORTION)	RD LOMPA LLC	1.36+/-
TOTAL AREA (ACRES)			21.91+/-

RD LOMPA, LLC
BLACKSTONE RANCH PHASE 1-B
FINAL MAP PENDING

LOT NUMBER	APN	RD LOMPA, LLC	SQ. FOOTAGE
73	PENDING	PENDING	7,472
74	PENDING	PENDING	9,801
75	PENDING	PENDING	8,459
76	PENDING	PENDING	6,297
77	PENDING	PENDING	6,060
78	PENDING	PENDING	6,966
84	PENDING	PENDING	7,004
85	PENDING	PENDING	6,197
86	PENDING	PENDING	6,870
87	PENDING	PENDING	6,313
88	PENDING	PENDING	6,313
89	PENDING	PENDING	6,313
90	PENDING	PENDING	6,313
91	PENDING	PENDING	6,313
92	PENDING	PENDING	6,833
93	PENDING	PENDING	6,030
94	PENDING	PENDING	6,030
95	PENDING	PENDING	6,030
96	PENDING	PENDING	6,030
97	PENDING	PENDING	6,030
98	PENDING	PENDING	6,030
99	PENDING	PENDING	6,836
100	PENDING	PENDING	6,785
101	PENDING	PENDING	6,030
102	PENDING	PENDING	6,030
103	PENDING	PENDING	6,030
104	PENDING	PENDING	6,030
105	PENDING	PENDING	6,030
106	PENDING	PENDING	6,030
107	PENDING	PENDING	6,830
108	PENDING	PENDING	6,790
109	PENDING	PENDING	6,030
110	PENDING	PENDING	6,030
111	PENDING	PENDING	6,030
112	PENDING	PENDING	6,030
113	PENDING	PENDING	6,030
114	PENDING	PENDING	6,030
115	PENDING	PENDING	6,786
116	PENDING	PENDING	7,072
117	PENDING	PENDING	6,161
118	PENDING	PENDING	6,161
119	PENDING	PENDING	6,161
120	PENDING	PENDING	6,161
121	PENDING	PENDING	6,161
122	PENDING	PENDING	6,161
123	PENDING	PENDING	7,302
124	PENDING	PENDING	7,902
125	PENDING	PENDING	6,615
126	PENDING	PENDING	6,615
127	PENDING	PENDING	6,615
128	PENDING	PENDING	6,615
129	PENDING	PENDING	6,615
161	PENDING	PENDING	6,510
TOTAL SQ FOOTAGE - PHASE 1B			344,918
TOTAL AREA (ACRES) - PHASE 1B			7.92

PHASE	POTENTIAL LOTS	RD LOMPA, LLC	SQ. FOOTAGE
LOMPA RANCH PHASE 2A	85 Lots		16.91
LOMPA RANCH 2B	45 Lots		9.84
LOMPA RANCH 2C	74 lots		16.05
TOTAL SQ FOOTAGE - PHASE 2		1,864,368	
TOTAL AREA (ACRES) - PHASE 2		42.80	

PHASE	UNIT COUNT	RD LOMPA, LLC	SQ. FOOTAGE
LOMPA RANCH MULTI FAMILY PH 1	144		16.99 Acres
LOMPA RANCH MULTI FAMILY PH 2	216		
TOTAL SQ FOOTAGE - MULTI FAMILY		740,084	
TOTAL AREA (ACRES) - MULTI FAMILY		16.99	

CAPITAL HOMEBUILDERS, LLC
BLACKSTONE RANCH PHASE 1-A
FINAL MAP#3014; Document #521829

LOT NUMBER	APN	ADDRESS	SQ. FOOTAGE
6	004-408-35	124 Wildcat Peak Drive	9,233
7	004-408-34	148 Wildcat Peak Drive	7,935
8	004-408-33	170 Wildcat Peak Drive	7,935
9	004-408-32	192 Wildcat Peak Drive	7,935
10	004-408-31	216 Wildcat Peak Drive	8,624
11	004-408-30	240 Wildcat Peak Drive	16,896
12	004-408-29	1656 Monitor Peak Street	10,346
13	004-408-28	1668 Monitor Peak Street	7,326
14	004-408-27	1696 Monitor Peak Street	7,386
15	004-408-26	1716 Monitor Peak Street	7,410
16	004-408-25	1728 Monitor Peak Street	7,434
17	004-408-23	250 Porter Peak Drive	6,301
18	004-408-22	298 Porter Peak Drive	6,300
19	004-408-21	316 Porter Peak Drive	6,300
20	004-408-20	338 Porter Peak Drive	6,299
21	004-408-19	362 Porter Peak Drive	6,298
22	004-408-18	368 Porter Peak Drive	6,298
23	004-408-17	404 Porter Peak Drive	6,142
24	004-408-16	408 Porter Peak Drive	9,561
25	004-408-15	1758 Hogan Peak Street	10,417
26	004-408-14	1772 Hogan Peak Street	6,226
27	004-408-13	1798 Hogan Peak Street	6,120
28	004-408-12	1808 Hogan Peak Street	6,120
29	004-408-11	1822 Hogan Peak Street	6,120
30	004-408-10	1838 Hogan Peak Street	6,120
31	004-408-09	1852 Hogan Peak Street	6,120
32	004-408-08	1868 Hogan Peak Street	6,120
33	004-408-07	1882 Hogan Peak Street	6,120
34	004-408-06	1898 Hogan Peak Street	6,120
35	004-408-05	1922 Hogan Peak Street	6,120
36	004-408-04	1946 Hogan Peak Street	6,120
37	004-408-03	1968 Hogan Peak Street	6,120
38	004-406-01	399 Pilot Peak Drive	7,197
39	004-405-08	1975 Hogan Peak Street	6,836
40	004-405-07	1959 Hogan Peak Street	6,030
41	004-405-06	1933 Hogan Peak Street	6,030
42	004-405-05	1905 Hogan Peak Street	6,030
43	004-405-04	1891 Hogan Peak Street	6,030
44	004-405-03	1877 Hogan Peak Street	6,030
45	004-405-02	1861 Hogan Peak Street	6,030
46	004-405-01	1847 Hogan Peak Street	6,869
47	004-404-08	398 Pyramid Peak Drive	7,124
48	004-404-07	399 Porter Peak Drive	7,122
49	004-404-06	373 Porter Peak Drive	6,312
50	004-404-05	351 Porter Peak Drive	6,312
51	004-404-04	327 Porter Peak Drive	6,312
52	004-404-03	303 Porter Peak Drive	6,312
53	004-404-02	273 Porter Peak Drive	6,312
54	004-404-01	237 Porter Peak Drive	6,833
55	004-403-04	1783 Monitor Peak Street	6,197
56	004-403-03	1777 Monitor Peak Street	6,197
57	004-403-02	1765 Monitor Peak Street	6,197
58	004-403-01	1737 Monitor Peak Street	7,040
59	004-402-08	204 Pearl Peak Drive	6,903
60	004-402-07	205 Wildcat Peak Drive	6,852
61	004-402-06	181 Wildcat Peak Drive	6,262
62	004-402-05	159 Wildcat Peak Drive	6,039
63	004-402-04	135 Wildcat Peak Drive	5,816
64	004-402-03	113 Wildcat Peak Drive	6,083

Homes closed

TOTAL SQ FOOTAGE - PHASE 1A	409,229
TOTAL AREA (ACRES) - PHASE 1A	9.39

LENNAR RENO, LLC
 BLACKSTONE RANCH PHASE 1-A
 FINAL MAP#3014; Document #521829

LOT NUMBER	APN	ADDRESS	SQ. FOOTAGE
1	004-401-05	1693 Boundary Peak Street	6,359
2	004-401-04	1665 Boundary Peak Street	8,226
3	004-401-03	10 Wildcat Peak Drive	15,498
4	004-401-02	36 Wildcat Peak Drive	9,536
5	004-401-01	76 Wildcat Peak Drive	9,215
65	004-402-02	101 Wildcat Peak Drive	5,262
66	004-402-01	51 Wildcat Peak Drive	7,423

TOTAL SQ FOOTAGE - PHASE 1A 61,519

TOTAL AREA (ACRES) - PHASE 1A 1.41

LENNAR RENO, LLC
 BLACKSTONE RANCH PHASE 1-C
 FINAL MAP PENDING

LOT NUMBER	APN	ADDRESS	SQ. FOOTAGE
67	PENDING	PENDING	7,040
68	PENDING	PENDING	7,167
69	PENDING	PENDING	6,666
70	PENDING	PENDING	6,666
71	PENDING	PENDING	6,666
72	PENDING	PENDING	6,836
79	PENDING	PENDING	6,197
80	PENDING	PENDING	6,197
81	PENDING	PENDING	6,197
82	PENDING	PENDING	6,197
83	PENDING	PENDING	7,040
130	PENDING	PENDING	6,347
131	PENDING	PENDING	6,334
132	PENDING	PENDING	6,320
133	PENDING	PENDING	6,307
134	PENDING	PENDING	6,294
135	PENDING	PENDING	6,281
136	PENDING	PENDING	6,268
137	PENDING	PENDING	6,255
138	PENDING	PENDING	6,242
139	PENDING	PENDING	6,229
140	PENDING	PENDING	6,216
141	PENDING	PENDING	6,203
142	PENDING	PENDING	6,190
143	PENDING	PENDING	6,177
144	PENDING	PENDING	6,155
145	PENDING	PENDING	6,060
146	PENDING	PENDING	6,060
147	PENDING	PENDING	7,060
148	PENDING	PENDING	11,476
149	PENDING	PENDING	9,144
150	PENDING	PENDING	9,721
151	PENDING	PENDING	7,874
152	PENDING	PENDING	8,896
153	PENDING	PENDING	7,002
154	PENDING	PENDING	6,538
155	PENDING	PENDING	6,510
156	PENDING	PENDING	6,510
157	PENDING	PENDING	6,510
158	PENDING	PENDING	6,510
159	PENDING	PENDING	6,510
160	PENDING	PENDING	6,510
162	PENDING	PENDING	7,072
163	PENDING	PENDING	6,161
164	PENDING	PENDING	6,161
165	PENDING	PENDING	6,161
166	PENDING	PENDING	6,161
167	PENDING	PENDING	6,161
168	PENDING	PENDING	6,161
169	PENDING	PENDING	6,161
170	PENDING	PENDING	6,161
171	PENDING	PENDING	6,161
172	PENDING	PENDING	6,161
173	PENDING	PENDING	6,161
174	PENDING	PENDING	6,161
175	PENDING	PENDING	6,161
176	PENDING	PENDING	6,161
177	PENDING	PENDING	6,161
178	PENDING	PENDING	6,161
179	PENDING	PENDING	6,161
180	PENDING	PENDING	6,161
181	PENDING	PENDING	7,004
182	PENDING	PENDING	7,203
183	PENDING	PENDING	6,666
184	PENDING	PENDING	6,666
185	PENDING	PENDING	6,666
186	PENDING	PENDING	6,496
187	PENDING	PENDING	6,327
189	PENDING	PENDING	8,172

TOTAL SQ FOOTAGE - PHASE 1C 458,748

TOTAL AREA (ACRES) - PHASE 1C 10.53

APN	POTENTIAL LOTS	MYERS FAMILY EXEMPT TRUST	SQ. FOOTAGE
010-041-16	1	COMMERCIAL/RETAIL (4 acres)	174240.0
010-041-41		2.49 ACRES	108464.4
010-041-43		11.8 ACRES	514008
010-041-52		13.29 ACRES	578912.4

TOTAL SQ FOOTAGE - 4 PARCELS 1,375,625
 TOTAL AREA (ACRES) - 4 PARCELS 31.58

APN	POTENTIAL LOTS	AMH NV17 DEVELOPMENT, LLC	SQ. FOOTAGE
010-041-42	137	41.07 ACRES	1789009.2
		TOTAL SQ FOOTAGE - 4 PARCELS	1,789,009
		TOTAL AREA (ACRES) - 4 PARCELS	41.07

LOMPA RANCH NORTH ASSESSED PROPERTY SUMMARY

PROPERTY OWNER	SQ FOOTAGE	ACREAGE
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RD LOMPA, LLC

Phase 1B	344,918	7.92
Phase 2A	736,599.6	16.91
Phase 2B	428,630.4	9.84
Phase 2C	699,138	16.05
Multi Family Phase 1 & 2	740,084	16.99
Subtotal	2,949,370	67.71

CAPITOL HOMEBUILDERS, LLC

Phase 1A	409,229	9.39
Subtotal	409,229	9.39

LENNAR RENO, LLC

Phase 1A	61,519	1.41
Phase 1B	458,748	10.53
Subtotal	520,267	11.94

AMH NV 17 DEVELOPMENT, LLC

Parcel 010-041-42	1789009.2	41.07
Subtotal	1789009.2	41.07

MYERS FAMILY TRUST

Parcel 010-041-16	174240	4
Parcel 010-041-41	108464.4	2.49
Parcel 010-041-43	514008	11.8
Parcel 010-041-52	578912.4	13.29
Subtotal	1375624.8	31.58

Total Square Footage	7,043,500	
Total Acreage	161.70	