

APN: 010-041-40

Doc # 551313

Recorded 11/25/2024 11:42 AM

Requested By: CLERK TO BOARD

Carson City - NV

William "Scott" Hoen Clerk-Recorder

Pg 1 of 17 Fee: \$0.00

Recorded By:MR

FOR RECORDER'S USE ONLY

ORDINANCE NO. 2024-8

Approving a development agreement concerning the creation of the Lompa Ranch North Landscape Maintenance District and the development and maintenance of landscaping in drainage facilities in the Lompa Ranch North development

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

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


Signature

Hope Mills-Chief Deputy Clerk
Print Name & Title

WHEN RECORDED MAIL TO:

Carson City
885 E. Musser Street, suite 1032
Carson City, NV 89701

Summary: An ordinance approving a development agreement concerning the creation of the Lompa Ranch North Landscape Maintenance District and the development and maintenance of landscaping in drainage facilities in the Lompa Ranch North development.

BILL NO. 108

ORDINANCE NO. 2024 - 8

AN ORDINANCE RELATING TO PLANNING; APPROVING A DEVELOPMENT AGREEMENT BETWEEN CARSON CITY AND RD LOMPA, LLC, CAPITOL HOMEBUILDERS, LLC, AMH NV17 DEVELOPMENT, LLC, AND CROSS CREEK APARTMENTS, LLC CONCERNING THE CREATION OF THE LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT AND THE DEVELOPMENT AND MAINTENANCE OF LANDSCAPING IN DRAINAGE FACILITIES IN THE LOMPA RANCH NORTH DEVELOPMENT, AND OTHER MATTERS PROPERLY RELATED THERETO.

The Board of Supervisors of Carson City do ordain:

SECTION I:

Under NRS 278.0201, Carson City may enter into development agreements with developers of land. Under NRS 278.0203, the Carson City Board of Supervisors ("Board") may approve of a development agreement by ordinance.

Carson City desires to enter into a development agreement with RD Lompa, LLC, Capitol Homebuilders, LLC, AMH NV17 Development, LLC, and Cross Creek Apartments, LLC concerning the creation of the Lompa Ranch North Landscape Maintenance District ("LMD") and the development and maintenance of landscaping in drainage facilities in the Lompa Ranch North development, which is situated upon those Assessor's Parcel Numbers ("APNs") listed in the list of properties attached to the development agreement.

The Board finds that the contents of the development agreement conform to the Carson City Municipal Code Chapters 17.08 and 17.18 and Nevada Revised Statutes 278.0203 and 278.4787.

The Board finds that the provisions of the development agreement are consistent with the Carson City Master Plan.

The Board hereby approves by ordinance the development agreement, attached and incorporated herein as Exhibit 1, and the associated list of APNs, attached and incorporated herein as Exhibit 2, between Carson City and RD Lompa, LLC, Capitol Homebuilders, LLC, AMH NV17 Development, LLC, and Cross Creek Apartments, LLC concerning the creation of the Lompa

Ranch North LMD and the development and maintenance of landscaping in drainage facilities in the Lompa Ranch North development.

The Board further directs that the Carson City Clerk-Recorder shall cause a certified copy of this ordinance and original agreement to be recorded in the official records of Carson City.

PROPOSED on November 7, 2024.

PROPOSED by Supervisor Curtis Horton.

PASSED November 21, 2024.

VOTE:

AYES: Supervisor Stacey Giomi
Supervisor Maurice White
Supervisor Curtis Horton
Supervisor Lisa Schuette
Mayor Lori Bagwell

NAYS: None

ABSENT: None



LORI BAGWELL, Mayor

ATTEST:



WILLIAM SCOTT HOEN, Clerk-Recorder

This ordinance shall be in force and effect from and after the 21st day of the month of November of the year 2024.

EXHIBIT 1

APNs: (See attached schedule)

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: Steve Thomsen

LOMPA RANCH NORTH LANDSCAPE MAINTENANCE DISTRICT DEVELOPMENT 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"); **CAPITOL HOMEBUILDERS, LLC**, a Nevada limited liability company ("Developer 3"); **AMH NV17 DEVELOPMENT, LLC**, a Delaware limited liability company ("Developer 5"); and **CROSS CREEK APARTMENTS, LLC**, a Nevada limited liability company ("Developer 6"), (Developer 1, Developer 3, Developer 5 and Developer 6 are referred to collectively as the "Petitioning Developers"), 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. Petitioning Developers are submitting to Carson City the Lompa Ranch North Landscape Maintenance District Petition ("Petition").

B. Petitioning Developers 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. In addition to the Petitioning Developers, reference is hereby made to the following developers for purposes of identifying the respective Developer components of the Project (defined below) that are subject to this development agreement in connection with and according to the terms and conditions of the Petition: **LENNAR RENO, LLC**, a Nevada limited liability company ("Developer 2"), and **JOSHUA MYERS, as Trustee of the MYERS FAMILY EXEMPT TRUST** ("Developer 4"). (Developer 1, Developer 2, Developer 3, Developer 4, Developer 5 and Developer 6 are referred to individually and collectively as "Developer"). The right to record this Development Agreement against the Project has been established by that certain development handbook for Lompa Ranch previously approved by the Carson City Board of Supervisors (the "Board"), and the initial development agreement adopted by the Board on

November 16, 2017, as Ordinance No. 2017-25, and recorded in the in the official records of the Carson City Clerk-Recorder ("Official Records"), Carson City, Nevada, on May 24, 2018, as Document No. 485378.

D. 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 making up the Assessed Properties subject to this Agreement is depicted on **Exhibit A** to the petition, and is described on **Exhibits C through H**, inclusive, to the Petition (the "**Project**"), as will be further adjusted as described in the Allocation Plan at **Exhibit J** to the Petition after final maps are recorded, including, without limitation, the elimination of unassessed areas within the Project. Following the approval and creation of the Lompa Ranch North LMD by the 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 L** to the Petition, the List of Assessed Properties, in the 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 Project described in **Exhibits C through H**, inclusive, to the Petition, 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 L** to the Petition, the List of Assessed Properties, **Exhibit M** to the Petition, the Assessment Schedule, 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 Board.

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 two years after the last Final Acceptance for an Improvement (defined below) within the Project, unless the Agreement is sooner terminated under NRS 278.0205 or the provisions of this Agreement ("**Termination Date**"), and except as to provisions herein that expressly survive termination. 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 **Exhibit B** 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 Planning Division of the Carson City Community Development 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 Acceptance of any portion of the property identified in **Exhibit B** to the Petition, the Lompa Ranch North LMD Maintained Areas, (“**LMD Property**”), Carson City shall maintain, or cause to be maintained, the portion of the LMD Property accepted, or the entire LMD Property if the entire LMD Property has been 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 Acceptance. Carson City agrees to not unreasonably withhold, delay or condition any inspection or approval necessary to achieve Final Acceptance.

6.2. On and after the date of Final Acceptance for the Improvements associated with LMD Property, or any portion thereof, as provided in the Petition, 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 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 (a) cause any final map to contain a note substantially similar to the following: *Pursuant to CCMC 17.18.050, the drainage maintenance area described hereon is hereby dedicated to Carson City*; or (b) 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 \$86,000 ("**Deposit**"), with each of Developer 1, Developer 2, Developer 3, Developer 4, Developer 5 and Developer 6 paying an equal share thereof. On and after Final 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 B** to the Petition, Assessment Amounts collected by Carson City exceed maintenance expenses such that excess Assessment Amounts are held by Carson City and any portion of the Deposit remains unused, the unused portion of the Deposit will be promptly refunded to Developer, payable in accordance with the shares paid by each such 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: Steve Thomsen
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

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

Cross Creek Apartments, LLC
c/o RHNV Investment Limited Partnership
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:

Kaempfer Crowell
50 W. Liberty St., Suite 700
Reno, NV 89501
Attn: Josh D. Correlli, Esq.
Tel.: (775) 852-3900
Fax: (775) 327-2011

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, together with the Petition (as referenced herein) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. This Agreement, together with the Petition (as referenced herein) 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 Maintenance District Petition, Carson City shall cause this Agreement to 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 October 7, 2024, by Steve Thomsen, as the Authorized Representative of RD Lompa, LLC, a Nevada limited liability company.




Notary Public
My Commission Expires: 11/1/2027

[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 October 7, 2024, 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.


Notary Public
My Commission Expires: 11/1/2027



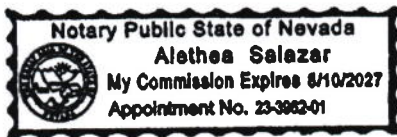
[SIGNATURES CONTINUE ON NEXT PAGE]

**AMH NV17 DEVELOPMENT, LLC,
a Delaware limited liability company**

By: [Signature]
Name: Jeremy Fritz
Its: SVP-Regional Director of Development

STATE OF Nevada)
) ss.
COUNTY OF Clark)

This instrument was acknowledged before me on August 19, 2022, by Jeremy Fritz, as SVP-Regional Director of Development of AMH NV17 Development, LLC, a Delaware limited liability company.



[Signature]
Notary Public
My Commission Expires: August 10, 2027

**CROSS CREEK APARTMENTS, LLC,
a Nevada limited liability company**

By: RHNV Investment Limited Partnership,
a Nevada limited partnership
Its: Manager

By: _____
N. Jay Ryder, General Partner

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 202__, by N. Jay Ryder, as General Partner of RHNV Investment Limited Partnership, the Manager of Cross Creek Apartments, LLC, a Nevada limited liability company.

Notary Public
My Commission Expires: _____

**AMH NV17 DEVELOPMENT, LLC,
a Delaware limited liability company**

By: _____
Name: _____
Its: _____


STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 202__, by
_____, as _____ of AMH NV17
Development, LLC, a Delaware limited liability company.

Notary Public
My Commission Expires: _____

**CROSS CREEK APARTMENTS, LLC,
a Nevada limited liability company**


By: RHNV Investment Limited Partnership,
a Nevada limited partnership
Its: Manager

By: 
N. Jay Ryder, General Partner

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

This instrument was acknowledged before me on 10/7/2024, 202__, by N. Jay
Ryder, as General Partner of RHNV Investment Limited Partnership, the Manager of Cross Creek
Apartments, LLC, a Nevada limited liability company.




Notary Public
My Commission Expires: Dec 11 2024

CARSON CITY:

**CARSON CITY,
a consolidated municipality**

By: _____
Name: _____
Its: _____

Approved as to form:

CARSON CITY DISTRICT ATTORNEY

By: _____
District Attorney or his or her
Authorized Designee

STATE OF NEVADA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 202__, by
_____, as _____ of CARSON
CITY, a consolidated municipality.

Notary Public
My Commission Expires: _____

32630639_v4

EXHIBIT 2

List of Assessed Properties by Assessor's Parcel Number **Lompa Ranch North Landscape Maintenance District**

Developer 1 Property

010-041-40

004-413-01 through 08

004-414-01 through 02

004-415-01 through 06

Developer 2 Property

004-401-01 through 05

004-416-01 through 08

004-402-01 through 02

004-417-01 through 06

004 411-04 through 08

004-418-01 through 16

004-412-01

Developer 4 Property

004-421-01 through 13

010-041-52

004-422-01 through 22

010-041-41

004-422-24 through 34

010-041-16

004-423-01 through 07

004-424-01 through 15

Developer 5 Property

004-425-01 through 05

010-041-42

Developer 3 Property

004-402-03 through 08

Developer 6 Property

004-403-01 through 04

010-041-78

004-404-01 through 08

32630965_v1

004-405-01 through 08

004-406-01

004-407-01

004-408-02 through 23

004-408-25 through 35

004-412-02 through 03