

**Wingfield Hills Road
Road Improvement**

**OFFSET AGREEMENT
Offset Agreement # 513003
BETWEEN**

**THE REGIONAL TRANSPORTATION COMMISSION,
A special purpose unit of the Government**

And

**CITY OF SPARKS
a Municipal Corporation**

And

Lennar Reno, LLC

Developer of Record

For

Certain Parcels within the Pioneer Meadows Master Planned Community

North Service Area

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EXHIBITS

EXHIBIT “A” Current	Section X of the Regional Road Impact General Administrative Manual, Edition
EXHIBIT “B1”	Site Plan and Description of Development of Record
EXHIBIT “B2”	Legal Description of the Development of Record
EXHIBIT “C”	Offered Improvements
EXHIBIT “D”	Letter of Approval
EXHIBIT “E”	Developer of Record QA/QC Program RTC Special Technical Specifications for Regional Road Impact Fee Projects
EXHIBIT “F”	Standard Specifications for Public Works Construction Section 100.17 “Material and Workmanship – Warranty of Corrections”
EXHIBIT “G”	RRIF Rate Schedule as of the Date of the RRIF Offset Agreement
EXHIBIT “H”	Interim RRIF Waivers

OFFSET AGREEMENT

This Offset Agreement (“Offset Agreement”) is entered by and between the REGIONAL TRANSPORTATION COMMISSION (hereinafter designated “RTC”), a special purpose unit of Government; CITY OF SPARKS, a municipal corporation, (hereinafter designated “Local Government”); and LENNAR RENO, LLC (hereinafter designated “the Developer of Record”).

1. General

- 1.1 **Ordinance, Manual and CIP.** The City of Sparks, the City of Reno, Washoe County, and RTC have entered into an Interlocal Cooperative Agreement for the purposes of implementing the Regional Road Impact Fee (“RRIF”) Program. The Participating Local Government has passed a Regional Road Impact Fee Ordinance (“Ordinance”) to implement the RRIF. RTC and the Participating Local Government have adopted the Regional Road Impact Fees General Administrative Manual, Current Edition (“Manual”), specifying the provisions and procedures for administration of the RRIF, as well as the Regional Road Impact Fee System Capital Improvement Plan (“CIP”) Current Edition, identifying the regional streets and improvements which shall be constructed in whole or in part with funds generated from the RRIF. The terms and provisions of the Manual and the CIP are incorporated herein by reference as if fully set forth. All capitalized terms not otherwise defined herein shall have the definitions and meanings as used in the Ordinance, Manual and CIP. Amendments approved by the RTC and local governments are incorporated by reference to the same extent as if set forth in full herein.
- 1.2 **Basis for this Offset Agreement.** The parties intend this Offset Agreement to be an Offset Agreement as provided in Section X of the Manual, to provide for waivers of Regional Road Impact Fees (“RRIF Waiver”) in exchange for contributions of Offered Improvements (which may include right-of-way (“ROW”) dedication), which may then be used to offset Regional Road Impact Fees which would otherwise be chargeable to the Developer of Record’s Development of Record. Section X of the Manual contains specific provisions pertaining to RRIF Waivers and is attached hereto and incorporated herein as Exhibit “A”.
- 1.3 **Effective Date of Offset Agreement.** This Offset Agreement shall be binding and effective as of the last date of execution below.
- 1.4 **Eligibility of Offered Improvements.** The Offered Improvements have been identified by the Local RRIF Administrator as being included in the Exhibit “D” of the CIP, titled North Capital Improvement Plan.

2. **The Development of Record and Offered Improvements**

2.1 **Description of the Development of Record.** The “Development of Record” for which the RRIF Waivers shall be issued is located within the Pioneer Meadows Master Planned Community. The Developer of Record owns or is the agent for the record owners of the entire Development of Record. A site plan and narrative description of the Development of Record, including the proposed land uses and units of development is attached hereto as Exhibit “B-1”. The legal description of the Development of Record is attached as Exhibit “B-2.”

2.2 **Offered Improvements.**

2.2.1 **Description of Offered Improvements.** The Developer of Record has submitted an application shown herein as Exhibit “C” describing the specific Offered Improvements which the Developer of Record proposes to construct and/or dedicate. The Offered Improvements are generally described as a 3,100’ long segment of Wingfield Hills Road, a four-lane arterial roadway connection extending from Vista Boulevard to Pyramid Highway. The RTC RRIF Administrator and Local RRIF Administrator have approved the application, subject to the limitations set forth in the letter of approval incorporated herein as Exhibit “D”.

2.2.2 **Completion and Acceptance of Offered Improvements.** Unless extended by written consent of the RTC RRIF Administrator, all Offered Improvements, shall be commenced within 6 months of the date of the Offset Agreement, and completed in substantial conformance with approved plans within two (2) years of the date of the Offset Agreement. This Offset Agreement shall terminate and be of no further force or effect if the Offered Improvements are not commenced within one (1) year of the date of the Offset Agreement. The time for completion may be extended by written consent of the RTC RRIF Administrator and the Local RRIF Administrator one time for not more than one (1) year, upon a written request for extension submitted not less than ninety (90) days prior to expiration of the originally agreed time for completion. Additional extensions of the time for completion shall require an amendment to this Offset Agreement pursuant to Section 4.2. The Offered Improvements shall be accepted by the Local RRIF Administrator and the RTC RRIF Administrator upon correction by the Developer of Record of any identified deficiencies to the satisfaction of the Local RRIF Administrator and the RTC RRIF Administrator. Acceptance of the Offered Improvements by the Local RRIF Administrator and the RTC shall not be unreasonably withheld. Any real property

the Developer of Record proposes to offer for dedication pursuant shall be valued pursuant to the provisions of Section X.F.2.c.(2) of the Manual.

- 2.2.3 **Design and Construction Standards.** All design and construction of the Offered Improvements shall be in accordance with the latest edition of the Standard Specifications as of the date of this agreement for Public Works Construction (“Standard Specifications”), including any addenda, as adopted by the Participating Local Government and modified by the Special Technical Specifications (“STS”) as prepared by RTC and contained herein as part of Exhibit “E”. Additionally, all design and construction of Offered Improvements shall be in accordance with all policies of the RTC, including the latest version as of the date of this agreement of the following: Policy for the Street and Highway Program, RRIF CIP, and Traffic Noise Mitigation Policy Report, all incorporated herein as if fully set forth. In the case of conflicting standards, the conflict shall be brought to the immediate attention of the RTC RRIF Administrator who shall, in conjunction with the Local RRIF Administrator, resolve the discrepancy within five (5) working days.
- 2.2.4 **Quality Assurance/Quality Control (QA/QC).** In making the Offered Improvements, the Developer of Record shall institute a QA/QC Program meeting the requirements of Exhibit “E”. The Developer of Record may utilize an alternate QA/QC Program with the approval of the RTC RRIF Administrator and Local RRIF Administrator.
- 2.2.5 **Warranty.** The Developer of Record shall warrant all materials and workmanship of the Offered Improvements in accordance with the provisions of the latest edition of the Standard Specifications. The Developer of Record is directed in particular to Section 100.17 which is contained herein as Exhibit “F”.

3. **RRIF Waivers.**

- 3.1 **The Developer of Record and Development of Record.** The Developer of Record is the party to whom all RRIF Waivers earned under this Offset Agreement shall be issued. RRIF Waivers earned under this Offset Agreement may not be applied outside of the Development of Record.
- 3.2 **RRIF Waivers are Personal Assets of The Developer of Record.** The parties agree that all RRIF Waivers received pursuant to this Offset Agreement shall be the personal assets of the Developer of Record.
- 3.3 **Calculation of RRIF Waiver.** RRIF Waivers will be expressed in dollars upon the final RRIF Waiver determination pursuant to Section 3.6. RRIF Waivers may be utilized to pay

Regional Road Impact Fees which would otherwise be due for development within a Development of Record. To the extent RRIF Waivers are utilized for development of units of development and land uses in strict conformance with Exhibits “B-1” and “B-2,” RRIF Waivers earned shall be applied as if a Building Permit (or Certificate of Occupancy, whichever applies) were granted for each such unit of development as of the date of this Offset Agreement, notwithstanding that actual construction of such unit of development occurs thereafter. For sake of clarity, it is the parties’ intent that Regional Road Impact Fees for all future development within the Development of Record which is conducted in conformity with Exhibits “B-1” and “B-2” shall be “grandfathered in” at the RRIF rates existing as of the date of this Offset Agreement, up to the total amount identified in the Notice of RRIF Waiver. The rates existing as of the date of this Offset Agreement are attached hereto as EXHIBIT G. To the extent units of development or land uses are changed from the uses depicted in Exhibit “B-1,” or the legal description of the Development of Record is modified from the description set forth in Exhibit “B-2”, earned RRIF Waivers may be used within the Development of Record for such development, but the RRIF Waivers must be utilized at the then-current Regional Road Impact Fee rate as of the date of issuance of the Building Permit for each unit of development.

3.4 **RRIF Waiver Usage and Transferability.** The usage and transferability of RRIF Waivers earned under this Offset Agreement are as follows:

- 3.4.1 RRIF Waivers earned under this Offset Agreement may be used to pay for up to 100% of the Regional Road Impact Fees due as the result of development within the Development of Record.
- 3.4.2 RRIF Waivers earned under this Offset Agreement may be not be used to pay for Regional Road Impact Fees due as a result of development outside of the Development of Record.
- 3.4.3 RRIF Waivers earned under this Offset Agreement are transferable to a third party, provided that all RRIF Waivers earned under this Offset Agreement may only be used to pay for Regional Road Impact Fees due as a result of development within the Development of Record.

3.5 **Interim RRIF Waivers.** The Developer of Record shall be entitled to apply for and receive Interim RRIF Waivers for satisfactorily completed portions of the Offered Improvements (including Right of Way) according to the schedule at Exhibit “H”. This provision shall in no way be construed as constituting acceptance in whole or part of any of the Offered Improvements. To the extent that Offered Improvements are ultimately not accepted, or if

the Developer of Record is otherwise in material default under this Offset Agreement, the Developer of Record shall pay the actual Regional Road Impact Fees which would have otherwise been due had the Developer of Record not utilized Interim RRIF Waivers.

- 3.6 **Final RRIF Waiver Determination.** The final determination of RRIF Waivers shall be calculated by the RTC RRIF Administrator after consultation with the Local RRIF Administrator within thirty (30) calendar days of final acceptance of the Offered Improvements by the RTC RRIF Administrator and the Local RRIF Administrator and submission by the Developer of Record of all documentation required by the RTC RRIF Administrator to make said final determination. The RTC RRIF Administrator shall issue a written instrument identifying the amount of the RRIF Waivers to the Developer of Record within three (3) working days of the earlier to occur of the following:

- 3.6.1 the date the appeal period of the final determination expires pursuant to Article XII of the RRIF GAM;
- 3.6.2 the date the Developer of Record waives in writing the appeal period, or;
- 3.6.3 in the event of an appeal pursuant to Article XII of the RRIF GAM, the date of a final decision on all issues on appeal.

- 3.7 **Expiration of RRIF Waivers.** RRIF Waivers shall not expire and may be used in perpetuity to pay Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.

4. **Miscellaneous** The parties further agree as follows:

- 4.1 **Governing Law: Venue.** This Offset Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Offset Agreement. Venue for any legal action arising out of this Offset Agreement shall be in Washoe County, Nevada.
- 4.2 **Entirety and Amendments.** This Offset Agreement embodies the entire Offset Agreement between the parties and supersedes all prior negotiations, agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, provided that nothing contained in Subsection 4.2 shall be interpreted to change, amend or modify the conditions of the Development of Record approval by the Participating Local Government. No oral statements or representations made before or after the execution of this Offset Agreement regarding the subject matter of this Offset Agreement are binding on any party, nor may any such oral statements or representations be relied on by a party.

- 4.3 **Invalid Provisions.** If any provision of this Offset Agreement is held to be illegal, invalid, unenforceable under present or future laws, such provision shall be fully severable. The Offset Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Offset Agreement. The remaining provisions of the Offset Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Offset Agreement.
- 4.4 **Parties Bound and Assignment.** The Offset Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. The Developer of Record may assign RRIF Waivers which have been calculated pursuant to Section 3.6 to a successor, provided however, that such RRIF Waivers may only be utilized to offset Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.
- 4.5 **Further Acts.** In addition to the acts recited in this Offset Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.
- 4.6 **Headings.** Headings used in this Offset Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Offset Agreement.
- 4.7 **Notice.** All notices given pursuant to this Offset Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

REGIONAL TRANSPORTATION COMMISSION

Engineering Department

Attn: Julie Masterpool, P.E.
1105 Terminal Way, Suite 108
Reno, Nevada 89502
Telephone: (775) 348-0171
Facsimile: (775) 348-0170

THE CITY OF SPARKS

Public Works

Attn: Jon Erickson, P.E.
PO Box 857
Sparks, Nevada 89432-0857
Telephone: (775) 353-2289
Facsimile: (775) 353-7874

LENNAR RENO, LLC
Attn: Dustin Barker
10345 Professional Circle, Suite 100
Reno, NV 89521
Telephone: (775) 789-3234

The persons and address to whom notices are to be given may be changed anytime by any party upon written notice to the other party. All notices given pursuant to this Offset Agreement shall be deemed given upon receipt.

- 4.8 **Receipt Defined.** For the purposes of this Offset Agreement, the term “receipt” shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.
- 4.9 **Due Authorization.** The parties agree that they have the legal authority to enter into this Offset Agreement and the undersigned officer, representative or employee represents that he or she has the authority to execute this agreement on the behalf of the party represented.
- 4.10 **Indemnification.** Developer of Record shall indemnify, defend and hold harmless the RTC and the Participating Local Government, their offices, officials, employees and volunteers, from any and all costs, liabilities, damages, claims, demands, suits, action, attorneys, fees, or expenses of any kind (“claims”) that arise out of, or are in way related, in whole or in part to the negligence or misconduct, or acts or omissions, of the Developer of Record, its officers, agents, employees, members, volunteers, contractors and anyone else for whom it is legally liable, while performing or failing to perform Developer of Record’s duties under this Offset Agreement. Said indemnification excludes any claims to the extent caused by the negligence or willful misconduct of the RTC and /or the Participating Local Government. The Developer of Record’s obligations set forth in this Section shall expire and terminate as to any claims based on, related to, arising from or in connection with the Offered Improvements’ failure to comply with the Standard Specifications on the date of expiration of the applicable warranty period provided in Section 2.2.5 above.
- 4.11 **Termination of Offset Agreement.** This Offset Agreement may be unilaterally terminated by the RTC RRIF Administrator if twelve (12) consecutive months elapse without reasonable progress being made on the Offered Improvements. In the event of any such termination,

Interim RRIF Waivers must be immediately surrendered or repaid in accordance with Section 3.5.

- 4.12 **Future Development Approvals.** The Participating Local Government agrees that future development approvals for the Development of Record shall not be denied on the basis of the policy level of service being exceeded on the Offered Improvements.

In witness whereof, the parties have executed this Offset Agreement on the ____ day of January, 2020.

REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government

APPROVED AS TO LEGAL FORM:

By: _____
Bob Lucey, Chairman

Dale Ferguson, RTC Chief Counsel

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this ____ day of _____, 20____, by Bob Lucey, Chairman of the Regional Transportation Commission.

Notary Public

CITY OF SPARKS
A Municipal Corporation

APPROVED AS TO LEGAL FORM:

By: _____
Ronald E Smith, Mayor

By: _____
Shirle Eiting,
Chief Assistant City Attorney

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

The above-instrument was acknowledged before me this ____ day of _____, 2020 by Ronald E. Smith, Mayor of the City of Sparks, Nevada.

Attest by City/County Clerk: _____
Lisa Hunderman, City Clerk

LENNAR RENO, LLC

By: _____

Name: _____

Its: _____

STATE OF
COUNTY OF

The above-instrument was acknowledged before me this _____ day of _____, 20____ by

_____.

Notary Public

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT “A”

Section X of the Regional Road Impact General Administrative Manual, 6th Edition

developed in phases, regardless of whether project approval was granted for a total or phased development, and regardless of whether traffic mitigation measures required at the time of project approval have been completed by the applicant. A “phased development” means:

- (1) A project which was approved as a phased development,
- (2) A project which received approval for a total project, which has not been totally developed pursuant to such approval at the end of a five year period starting with such approval.

C. Exemption Based on Error

Exemptions from payment of the impact fee based on error shall be subject to the provisions found in Section III.C. of this Manual.

D. Determination and Appeals

The determination of eligibility for an exemption shall be made by the RTC RRIF Administrator. If the fee payer disagrees with the findings on the RTC RRIF Administrator, the fee payer may appeal the decision (see Section XII).

X. IMPACT FEE OFFSETS REQUESTED AFTER THE 5th EDITION RRIF GAM/CIP (3/2/2015) UPDATE

A. General

1. RRIF Waivers.

- a. RRIF Waivers are Offset-Eligible Costs equal to or less than impact fees owed for all or a portion of the land uses within a Development of Record.
- b. When RRIF Waivers are approved, impact fees assessed by the Participating Local Government, will be “waived” until the fees waived within the Development of Record cumulatively equal the amount of Offset-Eligible Costs approved, as indicated in the RTC’s Notice of RRIF Waiver.
- c. In the event the land uses within the Development of Record are modified greater than 10% of the land uses as identified in the Offset Agreement, RRIF Waivers will be re-evaluated at the then-current RRIF rate. Determination of a RRIF Waiver modification will be based on a comparison of the impact fees owed for the modified land uses, including any completed portions of the development, and the

impact fees owed as identified in the Offset Agreement. The Local RRIF Administrator will notify the RTC RRIF Administrator of the Development of Record modification. The RTC RRIF Administrator will issue a new Notice of RRIF Waiver with the remaining value of RRIF Waivers expressed in dollars. All remaining RRIF Waivers shall be utilized at the then-current RRIF rate as of the date of issuance of the Building Permit for each unit of development. See Exhibit I.

2. Participating Local Governments may waive impact fees otherwise owed at the time of issuance of a building permit or issuance of the Certificate of Occupancy, as the case may be, if the RTC RRIF Administrator has issued a Notice of RRIF Waiver for the Development of Record within which the building permit is sought.
3. Applications for a RRIF Waiver for the dedication or construction of Offered Improvements must be made to the RTC RRIF Administrator on a form provided by the RTC for such purposes.
4. The RTC RRIF Administrator and the RTC General Counsel are the sole officials authorized to communicate, on behalf of the RTC Board, with a person submitting an application for RRIF Waivers. Representations and communications by other officials, unless expressly authorized by the RTC RRIF Administrator, may not be relied upon for purposes of the regional road impact fee obligations, offered Offset-Eligible Improvements, or the terms of a proposed Offset Agreement. The Offset Agreement shall supersede all prior written and oral communications, regardless of source.

Any offer to dedicate or construct Offset-Eligible Improvements, pursuant to this section of the Manual and Offset Agreement, may be withdrawn at any time prior to the transfer of legal title.

B. Offset Agreement

1. With respect to improvements commenced on or before November 1, 2018, Offset Agreements must be approved prior to the start of work on any Offset-Eligible Improvement and prior to the issuance of any building permit for which RRIF Waivers are requested. With respect to improvements commenced after November 1, 2018, Offset Agreements must be approved prior to the earliest to occur of: (i) twelve (12) months from commencement of construction of the improvement, (ii) completion of work on any Offset-Eligible Improvement, and (iii) utilization of RRIF Waivers earned as a result of construction of any Offset-Eligible Improvement.
2. The RTC RRIF Administrator will issue a Notice of RRIF Waiver per the terms of a fully executed, final Offset Agreement accepting Offset-Eligible Improvements offered by the Developer of Record.

3. An Interim Notice of RRIF Waiver may be issued during phases of construction or dedication of land that provide reasonable assurance that over-crediting shall not occur
4. To the extent that Offered Improvements are ultimately not accepted, or if the Developer of Record is otherwise in material default under this Offset Agreement, the Developer of Record shall pay the actual Regional Road Impact Fees which would have otherwise been due had the Developer of Record not utilized Interim Waivers.

C. Procedure

1. Upon receipt of a complete Offset application, the RTC RRIF Administrator will distribute the application materials to the RTC General Counsel, other appropriate RTC staff, and the RRIF Administrator for each Participating Local Government in which the offered Offset-Eligible Improvement is located (the “affected Participating Local Government”).
2. The RTC RRIF Administrator will coordinate with the RRIF Administrator for each affected Participating Local Government to insure all comments are received and given consideration prior to final action by the RTC Board of a proposed Offset Agreement.
3. After review by the RTC General Counsel, other appropriate RTC staff, and the RRIF Administrator of the affected Participating Local Governments, the RTC RRIF Administrator will prepare a staff report and Offset Agreement for consideration by the RTC Board and the Governing Bodies of each Participating Local Government in which the proposed improvements are located.
 - a. The RTC RRIF Administrator’s report and Offset Agreement will establish which improvements offered by the Developer of Record qualify as Offset-Eligible Costs and the appropriate dollar amount and approved land use designations of any resulting RRIF Waivers, according to the provisions of this Manual.
 - b. Approved Offsets may not exceed the actual Offset-Eligible Costs, as described in Section X.F, below.
 - c. RRIF Waivers shall be expressed in dollars and by the amounts of Regional Road Impact Fees to be waived in terms of land uses using the Impact Fee Schedule, in effect as of the date of approval for the Offset Agreement.
 - d. If the RTC RRIF Administrator determines that cost estimates submitted by the Developer of Record are either unreliable or inaccurate, the final determination of the amount of the RRIF Waiver shall be made by the RTC RRIF Administrator based upon

reasonable engineering criteria, construction costs estimates, property appraisals, or other professionally-accepted means of determining the value of the Offered Improvements.

4. Based on the report of the RTC RRIF Administrator, the provisions of this Manual, the Capital Improvements Plan, available funds for RTC projects, and other relevant factors, the RTC Board and the Governing Bodies of the affected Participating Local Governments will make a final decision whether to accept, reject, or to propose amendments to the Offset Agreement proposed by the Developer of Record, in exchange for RRIF Waivers
5. Once a final decision has been made by the RTC Board and the Governing Bodies of the affected Participating Local Governments, the RTC RRIF Administrator will send by registered mail a copy or copies of the approved Offset Agreement for the final consent and signature of the Developer of Record. The final Agreement will be deemed to have been received by the Developer of Record three (3) days after mailing by the RTC RRIF Administrator.
6. The Developer of Record must sign, date, and return the approved Offset Agreement indicating his or her consent to the terms therein within thirty (30) days of receiving the approved Offset Agreement from the RTC RRIF Administrator. If the RTC RRIF Administrator does not receive the signed agreement within thirty days, the application for Offsets and offered improvements will be deemed withdrawn.
7. Unless an executed Offset Agreement expressly provides otherwise, i.e. as for provisions for Interim RRIF Waivers, no RRIF Waivers will be made until all Offset-Eligible Improvements have been completed and, if applicable, dedicated to the RTC or Participating Local Government as provided in the Offset Agreement.
8. Land dedications accepted as an Offset-Eligible Improvement must be accompanied by the following documentation prior to issuance of a Notice of RRIF Waiver being issued, as provided below:
 - a. The delivery to the appropriate governmental body of an irrevocable offer of dedication, with sufficient funds to pay all costs of transfer of title including recording.
 - b. The escrow of taxes for the current year or the payment of said taxes for the year.
 - c. The issuance of a title insurance policy subsequent to recording of the deed and escrow of taxes.
9. Unless expressly provided, or otherwise included in an executed Offset

Agreement, it is the responsibility of the Developer of Record to submit sufficient documentation to the RTC RRIF Administrator to establish that the terms of the Offset Agreement have been met and that RRIF Waivers are to be made.

10. Once the RTC RRIF Administrator has made such a determination, he or she will issue a Notice of RRIF Waiver to the affected Participating Local Governments.

D. Application for RRIF Waivers

1. Generally.

- a. An offer to construct or dedicate Offset-Eligible Improvements may be made by submitting an Application for Impact Fee Offsets to the RTC RRIF Administrator. The application must contain the information and documentation required by this section of the Manual and sufficiently identify and describe the offered CIP improvements, which otherwise would have been built by the RTC with collected Regional Road Impact Fees.
- b. After review and recommendations are made by the RTC RRIF Administrator and the affected Participating Local Government RRIF Administrators, the RTC RRIF Administrator will forward a draft Offset Agreement, application, and staff report to the RTC Board and the Governing Bodies of the Participating Local Governments for a final decision, in accordance with Section X.C, above.

2. Contents and required documentation of Offset Application. Each application for an Offset Agreement must contain the following:

- a. The name of the Developer of Record offering to make Offset-Eligible Improvements and requesting RRIF Waivers, as provided in this Manual.
- b. The contribution, payment, construction, or land dedication which will constitute the Offered Improvements and the legal description or other adequate description of the project or development, referred to and the Development of Record, to which the Offered Improvements are related.
- c. The name, address, phone number, fax number, email address and a contact person of the Developer of Record for which Offsets are proposed.
- d. The name, Local Government File Number, and three copies of the site plan of the Development of Record for which Offsets are proposed.

- e. List of approved land uses and the estimated impact fees for those uses within the Development of Record for which RRIF Waivers are requested.
- f. Name, address, phone number, fax number, email address and contact person of the Engineer of Record.
- g. The proposed plans and specifications for the specific construction prepared and certified by a duly qualified engineer, registered and licensed in the State of Nevada.
- h. When a Developer of Record offers to dedicate right-of-way contained in the RRIF CIP, he or she shall present:
 - (1) Preliminary Title Report.
 - (2) Copy of Dedication Map containing proposed dedication.
 - (3) Documentation sufficient to establish the applicant's opinion of value of property to be offered for dedication, as provided in Section X.F.2.c.(2).
- i. Sufficient documentation to verify the actual costs of Offered Improvements, in accordance with Section (F)(2), below.

E. Offset Agreement Requirements.

- 1. No dedication or construction project may be accepted in exchange for RRIF Waiver except pursuant to an executed Offset Agreement between the RTC, the Participating Local Governments and the provider of the dedication or construction, which must include the following:
 - a. The projected costs for the proposed Offered Improvements, based on the valuation provisions of Section X.F.2, below, including provisions for verifying costs and facilitating changes in costs or plans.
 - b. The time by which the construction of the Offered Improvements shall be paid, completed, or dedicated and any provisions for extensions thereof.
 - c. The proposed amount in dollars and land uses of RRIF Waivers to be approved, based on the estimated costs of Offered Improvements.
 - d. The terms and conditions that must be met before the RTC RRIF Administrator will issue a Notice of RRIF Waiver to an affected Participating Local Government authorizing the waiver of Regional Road Impact Fees, in accordance with the provisions of this Manual.

- e. The parties' acknowledgement that RRIF Waivers shall be limited for use for the payment of impact fees associated with the Development of Record listed in the Offset Agreement. RRIF Waivers shall not expire.
 - f. RRIF Waivers shall be assigned to offset the impact fees within the Development of Record pursuant to the Offset Agreement.
 - g. If the designated land uses for the Development of Record identified in the Offset Agreement change, the remaining waivers shall be re-assessed as outlined in the provisions in Section X.A.1.c
 - h. A provision requiring that all Offset-Eligible Improvements accepted will be in accordance with RTC requirements and standards.
 - i. Any labor, work safety, prevailing wage, or other applicable laws or regulations with which the Developer of Record must comply; and
 - j. such other terms and conditions agreed to by the parties.
2. Any changes to an Offset Agreement approved by the RTC Board, other than those addressed in Section X.F.2. below, will require an amendment to the Offset Agreement using the same procedure as its original adoption.

F. Calculation of Offsets.

1. Eligibility.

- a. RRIF Waivers may be approved only for Offset-Eligible Costs, as defined in this Manual, which are limited to the costs the RTC otherwise would have incurred for non-Site-Related Improvements in the CIP, also as defined in this Manual. Among the types of roadway improvements not considered Offset-eligible are site-related Improvements, local and/or private streets, improvements which are compensated for by a governmental body.
- b. RRIF Waivers may be given only pursuant to a valid Offset Agreement, executed according to the provisions of this Manual.
- c. All Offset-Eligible Costs are available for RRIF Waivers only if associated with Offset-Eligible Improvements that meet design standards approved by the RTC, but only to the extent such costs don't exceed the scope of the project as planned by the RTC in the CIP or as described in the applicable Offset Agreement.

2. Valuation.

- a. RRIF Waivers approved by the RTC, pursuant to the terms of an executed Offset Agreement, will be based on and may not exceed

verified costs of the dedication or construction of Offset-Eligible Improvements offered by the Developer of Record and accepted by the RTC.

- b. The RTC will not approve RRIF Waivers in excess of the Regional Road Impact Fees owed for a Development of Record as of the date of the applicable Offset Agreement.
- c. If the actual verified costs are used, the RRIF Waiver shall be calculated as follows:

(1) Construction of Facilities and Provision of Equipment. The RRIF Waiver may not exceed the actual cost of construction or equipment, as evidenced by receipts and other sufficient documentation provided by the developer of the public facility and

verified by the RTC RRIF Administrator. Actual costs shall be based on local information for similar improvements; may include the cost of construction, planning feasibility, alignment studies, plan-line studies, preliminary engineering, relevant geotechnical, environmental and cultural resource studies, permitting, the cost of all lands, property, rights, easements, and franchises acquired, construction financing charges, plans and specifications, surveys, engineering and legal services, construction inspection and testing, and all other expenses necessary or incident to determining the feasibility or practicability of such construction.

(2) Dedication of Land.

(a) If the land in question is subject to a valid agreement, zoning approval or development approval, which established a valuation or prescribes a method of valuation, the agreement, zoning approval or development approval shall control.

(b) If the dedication is made pursuant to a condition of discretionary zoning or development approval, the value of the land shall be determined as of the date immediately preceding the discretionary development approval. The value shall be based upon the condition of the property and the regulatory zoning in place immediately prior to the discretionary approval

(c) Valuation shall be based on the fair market value of the land upon execution of the Offset Agreement by the Developer of Record or final approval of the proposed Offset Agreement by the RTC Board or Governing Bodies of the affected Participating Local Government, whichever is earlier.

- d. All changes in the estimate of Offset-Eligible Costs or to the approved plans and specifications (prior to or after execution of an Offset Agreement), shall require approval of the RTC RRIF Administrator. The applicant shall provide the RTC RRIF Administrator copies of all contracts or agreements made for design services, construction, or engineering during construction within fifteen (15) days after their execution.

XI. UNEXPIRED CREDITS APPROVED PRIOR TO THE 5th EDITION RRIF GAM/CIP (3/2/2015)

- A. Applicability. This section applies to Capital Contribution Front-Ending Agreements (CCFEAs) entered into prior to the Effective Date and to CCFEA Credits issued pursuant to such CCFEAs.

- B. Intent. It is the intent of the RTC Board, and affected Participating Local Governments, to carry forward the policies and understanding in place

when CCFEAs were entered into, prior to the changes to the adoption of the 5th Edition RRIF GAM/CIP. Therefore, to the extent possible and practical, outstanding Credits may be used or transferred as provided prior to adoption of the 5th Edition RRIF GAM/CIP, as provided in this section of the Manual and in accordance with the terms of valid, unexpired CCFEAs.

- C. CCFEA Credit Usage.

- 1. The transferability and usage of CCFEA Credits issued pursuant to a valid, unexpired CCFEA are as follows:

- a. Credits may be used by the Developer of Record to pay for up to 100% of the Regional Road Impact Fees on any traffic generating development of land included in the Development of Record.
- b. Credits may be used by the Developer of Record to pay for up to 100% of the Regional Road Impact Fees on any traffic generating development of the Developer of Record within the same CCFEA Credit Benefit District as the Development of Record.
- c. CCFEA Credits are transferable to a third party. To transfer credits, the current credit holder of CCFEA Credits will notify RTC through the RRIF Automation program the amount of VMT's to be transferred and the name and contact information of the third party. CCFEA Credits will be subtracted from the current CCFEA Credit holder's account and transferred to a new automation account in the name of the third party.

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT “B1”

Site Plan and Description of Development of Record



Project Description

The Development of Record is a portion of the Pioneer Meadows Master Planned Community, specifically villages 5, 6, 10 and the northwest business park. The development is located in North Sparks within the Spanish Springs Valley. It is bordered on the east side by Wingfield Springs, on the north side by Stonebrook, on the west side by Kiley Ranch and the Washoe County Regional Park and on the south side by Vista Boulevard. Pioneer Meadows and Wingfield Springs are separated on the eastern border by a minimum width 140' wide open channel regional drainage facility that services the region. The development of record will include a business park and single-family homes.

Offsite improvements include the construction of a 3,100' long segment of Wingfield Hills Road, a four-lane arterial roadway connection extending from Vista Boulevard to Pyramid Highway. The roadway will include two travel lanes and a bike lane in each direction separated by a raised median. Curb, gutter and sidewalk will line the outside of the roadway. The typical right of way width will vary from 98' to 120' in width.

A portion of the Wingfield Hills roadway improvements are being recommended for the Washoe Regional Transportation Commission's Regional Road Impact Fee Offsets.

Developer of Record

Name: Lennar Reno, LLC

Lennar Reno, LLC will also serve as the agent for DBJ Holdings, LLC; BB Investment Holdings, LLC; BPHI, LLC with respect to RRIF waivers

Address: 10345 Professional Circle, Suite 100 Reno, NV 89521

Phone No.: (775) 789-3234

Contact Person: Dustin Barker

Email: Dustin.Barker@Lennar.com

Development of Record

Name: Pioneer Meadows Master Planned Community Villages 5, 6, 10 and the northwest Business Park
Local Government Agency File No.: SBLD18-20526

Engineer of Record

Name: Wood Rodgers, Inc.

Address: 1361 Corporate Blvd. Reno, NV 89502

Phone No.: (775) 823-4068

Fax No.: (775) 823-4066

Contact Person: Carey Chism

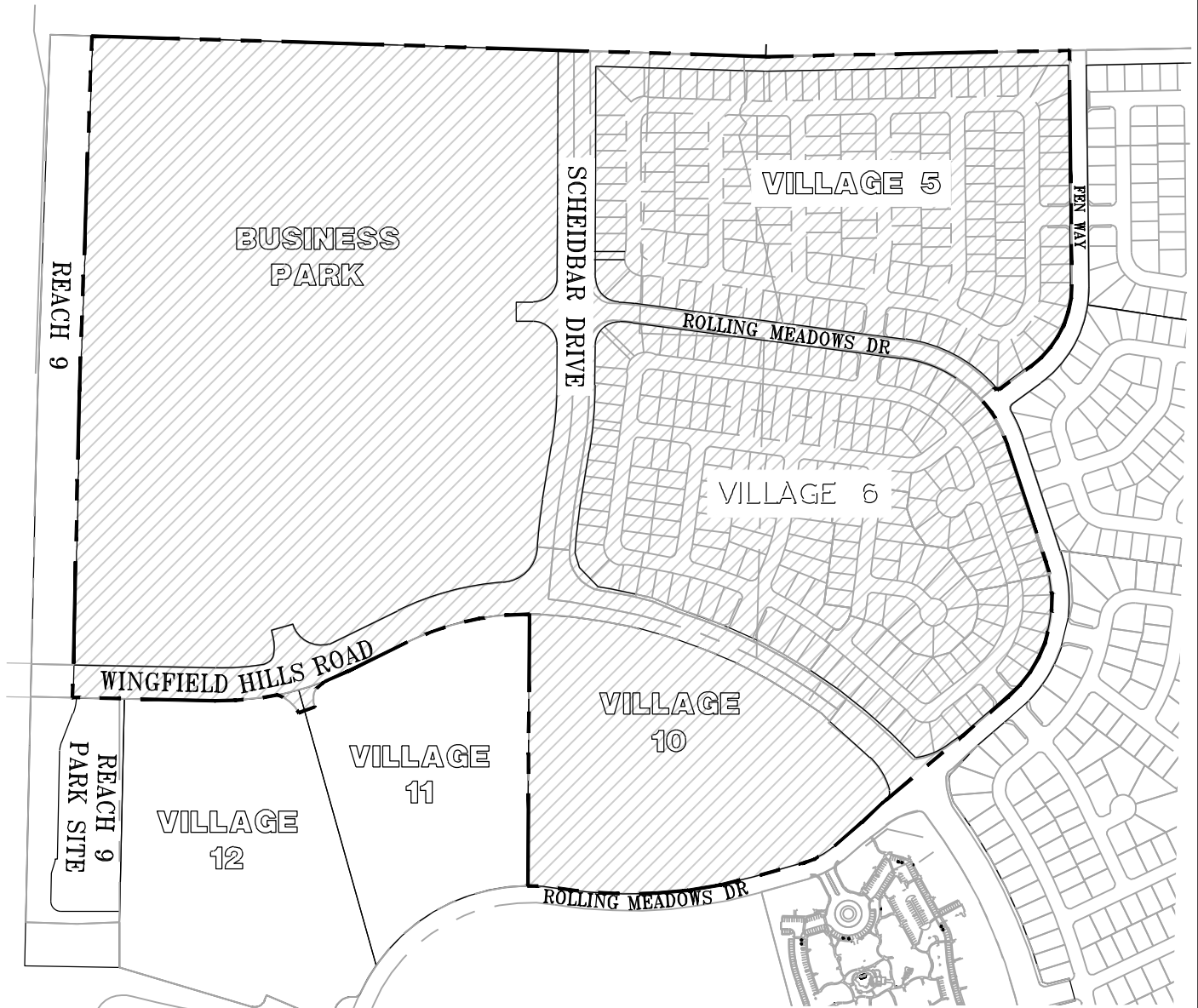
Email: cchisum@WoodRodgers.com

List of Approved Land Uses:

The property is zoned for Planned Development. The land use in villages 5, 6 and 10 will include single family residential and the northwest business park will include General Light Industrial, Manufacturing, Warehouse, Mini-warehouse, Lodging, Nursing Home, Hospital, Medical Office and Office and Other Services.

OVERALL SITE PLAN
PIONEER MEADOWS
LENNAR RENO, LLC

SPARKS, NEVADA
DECEMBER, 2019



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Blvd Tel 775.823.4066
Reno, NV 89502 Fax 775.823.4066

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

The Wingfield Hills Drive eastern segment, total construction and engineering costs are summarized in Table 1 below:

**Table 1
Wingfield Hills Drive
RRIF Offset Eligible Summary**

Item	Unit	Quantity	Unit Cost	Total
Eligible Roadway Costs				
6" Asphalt Cement Surfacing with 12" Type II Class B Agg. Base	SF	72,118	\$5.20	\$375,013.60
24" Type 1 Curb and Gutter with 6"AB	LF	3,278	\$17.70	\$58,020.60
6" Median Curb W/ 6" AB	LF	3,278	\$12.85	\$42,122.30
5' Sidewalk with 6" AB	SF	16,391	\$5.90	\$96,706.90
Pavement Striping (1) 4" Broken White Line Each Way	LF	6,556	\$0.25	\$1,639.00
			Sub Total	\$573,502.40
Eligible Drainage Costs				
Additional lanes contribute 2.4% towards the cost of Storm Drains	LS		Sub Total	\$13,817.00
Eligible Engineering Costs				
Wingfield Hills Drive Dedication Map	LS			\$4,000.00
Wingfield Hills Drive Dedication Map Processing	LS			\$1,000.00
Roadway Monumentation	LS			\$2,000.00
Technical Drainage Study	LS			\$4,000.00
Roadway Improvement Plans	LS			\$22,800.00
Exhibits & Legal Description	LS			\$1,000.00
Reimbursables	LS			\$1,000.00
Update Traffic Study	LS			\$12,900.00
County/City Meetings	LS			\$2,000.00
Additional Traffic Study	LS			\$9,800.00
Geotechnical Investigation	LS			\$2,000.00
Update Topographic Survey	LS			\$5,000.00
Prepare RTC Offset Agreement Package	LS			\$8,500.00
Process RTC Offset Agreement Package	LS			\$2,000.00
Survey Services for Wingfield Hills Drive	LS			\$26,500.00
Testing and Inspection	LS			\$49,100.00
			Sub Total	\$153,600.00
Eligible Right of Way Costs				
Right of Way attributed to additional lanes = 2.22 acres				
Value of Land = \$360,000/Acre				
Total Eligible R/W Costs \$360,000 * 2.22 acre				
			Sub Total	\$799,200
Total Estimated Value of RRIF Eligible Offsets				\$1,540,119.40

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

The RRIF's for planned residential development in villages 5, 6 and 10 are summarized in Table 2A below.

Table 2A

Summary of Future Residential Development						
Village	Phase	Number of Units	Unit	Land Use	Fee per Unit	Total Fee's
Village 5	Overall	161	Dwelling	Single Family	\$4,820.27	\$776,063.47
Village 6	Phase 1A	19	Dwelling	Single Family	\$4,820.27	\$91,585.13
Village 6	Phase 1B	2	Dwelling	Single Family	\$4,820.27	\$9,640.54
Village 6	Phase 2	73	Dwelling	Single Family	\$4,820.27	\$351,879.71
Village 6	Phase 3	58	Dwelling	Single Family	\$4,820.27	\$279,575.66
Village 6	Parksite	10	Dwelling	Single Family	\$4,820.27	\$48,202.70
Village 10	Phase 1	88	Dwelling	Single Family	\$4,820.27	\$424,183.76
Village 10	Phase 2	52	Dwelling	Single Family	\$4,820.27	\$250,654.04
Sub Total						\$2,231,785.01

Development of the business park has not yet occurred and is still in the planning stages. The eligible land uses on the 86.2 acres include General Light Industrial, Manufacturing, Warehouse, Mini-warehouse, Lodging, Nursing Home, Hospital, Medical Office and Office and Other Services. Half of the 86.2 acres will be developed GFA. For estimating purposes only, the available GFA area was distributed evenly to each of the land uses to determine a rough order of magnitude of the potential fees the business park may generate and are shown in Table 2B below.

Table 2B

Summary of Future Business Park Development				
Land Use	Unit	Estimated # of Units	Fee Per Unit	Total Fee's
General Light Industrial	1,000 GFA	25.3	\$1,619.59	\$40,975.63
Manufacturing	1,000 GFA	25.3	\$1,282.84	\$32,455.85
Warehouse	1,000 GFA	25.3	\$567.66	\$14,361.80
Mini Warehouse	1,000 GFA	25.3	\$493.89	\$12,495.42
Lodging	1,000 GFA	25.3	\$1,093.62	\$27,668.59
Nursing Home	1,000 GFA	25.3	\$2,168.00	\$54,850.40
Hospital	1,000 GFA	25.3	\$3,502.15	\$88,604.40
Medical Office	1,000 GFA	25.3	\$11,365.96	\$287,558.79
Office and Other Services	1,000 GFA	25.3	\$3,181.44	\$80,490.43
Sub Total				\$639,461.30

Grand Total \$2,871,246.31

The total value of RRIF's generated by villages 5, 6, 10 and the business park are estimated to be \$2,871,246.31.

DESIGNATION OF AUTHORIZED AGENT

Each of the undersigned hereby designate Lennar Reno, LLC, a Nevada limited liability company (“Lennar”), to act as its authorized agent for the purpose of allowing Lennar to act as “Developer of Record” as that term is defined and used in the Regional Road Impact Fee System, General Administrative Manual. Lennar shall act as Developer of Record for the undersigned with respect to real property owned by the undersigned and which is identified in that certain Wingfield Hills Road - Road Improvement Offset Agreement #513003, between the Regional Transportation Commission, a special purpose unit of government, the City of Sparks, a municipal corporation, and Lennar.

Dated this ____ day of December, 2019.

DBJ HOLDINGS, LLC,
a Nevada limited liability company

By its Manager:

Pioneer Meadows Investments, LLC,
a Nevada limited liability company

By its Manager:

Lennar Reno, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

BB INVESTMENT HOLDINGS, LLC,
a Nevada limited liability company

By its Manager:

Pioneer Meadows Investments, LLC,
a Nevada limited liability company

By its Manager:

Lennar Reno, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

BPH I, LLC
a Nevada limited liability Company

By its Manager:

Pioneer Meadows Development, LLC,
a Nevada limited liability company

By its Manager:

Lennar Reno, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT “B2”

Legal Description of the Development of Record

**EXHIBIT A
LEGAL DESCRIPTION FOR
LENNAR RENO, LLC**

All that certain real property situate within portions of Section Eleven (11), Township 20 North, Range 20 East, Mount Diablo Meridian, City of Sparks, County of Washoe, Nevada, being more particularly described as follows:

BEGINNING at the Northeast corner of Parcel 4 as shown on Subdivision Tract Map No. 5314 recorded March 5, 2019 as File No. 4892002 in the Official Records of Washoe County, Nevada, being the Northwest corner of Fen Way as shown on Dedication Tract Map No. 4539 recorded September 6, 2005 as File No. 3272781 in the Official Records of Washoe County, Nevada;

THENCE departing said common corner and along the East boundary of said Subdivision Tract Map No. 4539 and the westerly right-of-way of Fen Way the following four (4) courses:

- 1) South 00°36'37" East, 862.24 feet to the beginning of a tangent curve to the left;
- 2) 351.34 feet along the arc of a 369.00 foot radius curve through a central angle of 54°33'15";
- 3) South 53°56'38" West, 135.46 feet to the beginning of a tangent curve to the left;
- 4) 29.40 feet along the arc of a 20.00 foot radius curve through a central angle of 84°13'08" to the northerly right-of-way of Rolling Meadows Drive per said Dedication Tract Map No. 4539;

THENCE continuing along said easterly boundary of said Subdivision Tract Map No. 4539 and said northerly right-of-way of Rolling Meadows Drive, South 48°09'46" West, 62.00 feet to the Northwest corner of said Rolling Meadows Drive, being the beginning of a non-tangent curve to the right;

THENCE departing said Northwest corner and along the westerly right-of-way of Rolling Meadows Drive and said easterly boundary of Subdivision Tract Map No. 4539, from a tangent which bears South 41°40'14" East, 192.98 feet along the arc of a 469.00 foot radius curve through a central angle of 23°34'32";

THENCE continuing along said easterly boundary of said Subdivision Tract Map No. 4539 and said westerly right-of-way of Rolling Meadows Drive per Dedication Tract Map No. 4539 and Dedication Tract Map No. 4328 recorded March 31, 2004 as File No. 3015003 in the Official Records of Washoe County, Nevada, South 18°15'41" East, 453.23 feet to the beginning of a tangent curve to the right;

THENCE continuing along said westerly right-of-way of Rolling Meadows Drive per Dedication Tract Map No. 4328 and along said easterly boundaries of said Subdivision Tract Map No. 4539 and Subdivision Tract Map No. 5018 recorded June 22, 2012 as File No. 4124345, 553.50 feet along the arc of a 469.00 foot radius curve through a central angle of 67°37'08";

THENCE continuing along said westerly right-of-way and said easterly boundary of Subdivision Tract Map No. 5018, South 49°21'27" West, 218.18 feet;

THENCE departing said common boundary, South $50^{\circ}06'58''$ West, 365.94 feet to the northerly right-of-way of Rolling Meadows Drive as shown on said Dedication Tract Map No. 4328 and the southerly boundary of Subdivision Tract Map No. 5202 recorded May 3, 2017 as File No. 4701308 in the Official Records of Washoe County, Nevada;

THENCE along said northerly right-of-way and said southerly boundary the following seven (7) courses:

- 1) South $49^{\circ}21'27''$ West, 18.44 feet;
- 2) South $46^{\circ}46'12''$ West, 107.32 feet;
- 3) South $49^{\circ}21'27''$ West, 141.04 feet to the beginning of a tangent curve to the right;
- 4) 117.54 feet along the arc of a 269.00 foot radius curve through a central angle of $25^{\circ}02'07''$;
- 5) South $74^{\circ}23'34''$ West, 199.36 feet to the beginning of a tangent curve to the right;
- 6) 724.85 feet along the arc of a 1682.00 foot radius curve through a central angle of $24^{\circ}41'29''$ to the beginning of a reverse curve;
- 7) 110.27 feet along the arc of a 683.00 foot radius curve through a central angle of $09^{\circ}15'01''$ to the Southwest corner of said Subdivision Tract Map No. 5202;

THENCE departing said northerly right-of-way and said Southwest corner and along the West boundary of said Subdivision Tract Map No. 5202, North $00^{\circ}19'24''$ East, 1001.04 feet to the Northwest corner of said Subdivision Tract Map No. 5202, being on the South right-of-way of Wingfield Hills Road as shown on Dedication Tract Map No. 5309 recorded January 23, 2019 as File No. 4882710 in the Official Records of Washoe County, Nevada, being the beginning of a non-tangent curve to the left;

THENCE departing said Northwest corner and along said South right-of-way of Wingfield Hills Drive the following thirteen (13) courses:

- 1) from a tangent which bears, South $89^{\circ}40'36''$ West, 460.37 feet along the arc of a 1000.00 foot radius curve through a central angle of $26^{\circ}22'37''$;
- 2) South $63^{\circ}56'47''$ West, 249.63 feet to the beginning of a tangent curve to the right;
- 3) 86.86 feet along the arc of a 1060.00 foot radius curve through a central angle of $04^{\circ}41'42''$ to the beginning of a non-tangent curve to the left;
- 4) from a tangent which bears South $56^{\circ}44'21''$ West, 14.96 feet along the arc of a 1764.50 foot radius curve through a central angle of $00^{\circ}29'09''$ to the beginning of a compound curve;
- 5) 32.88 feet along the arc of a 137.50 foot radius curve through a central angle of $13^{\circ}42'00''$ to the beginning of a compound curve;
- 6) 3.54 feet along the arc of a 12.50 foot radius curve through a central angle of $16^{\circ}14'50''$ to the beginning of a compound curve;
- 7) 61.94 feet along the arc of a 77.50 foot radius curve through a central angle of $45^{\circ}47'22''$;
- 8) South $19^{\circ}29'00''$ East, 3.59 feet;
- 9) South $70^{\circ}31'00''$ West, 62.26 feet to the beginning of a non-tangent curve to the left;

- 10) from a tangent which bears North $29^{\circ}03'39''$ West, 78.32 feet along the arc of a 137.50 foot radius curve through a central angle of $32^{\circ}38'15''$;
- 11) North $61^{\circ}41'53''$ West, 22.94 feet to the beginning of a non-tangent curve to the right;
- 12) from a tangent which bears South $78^{\circ}33'05''$ West, 235.27 feet along the arc of a 1060.00 foot radius curve through a central angle of $12^{\circ}43'01''$;
- 13) North $88^{\circ}43'55''$ West, 524.76 feet;

THENCE departing said South right-of-way, North $01^{\circ}16'24''$ East;

THENCE North $02^{\circ}01'00''$ East, 1309.46 feet to the North line of said Section 11 and the North boundary of Parcel B-1 per said Dedication Tract Map No. 5309;

THENCE along said North section line and said North boundary of Parcel B-1 and the North boundary of said Parcel 4 per Subdivision Tract Map No. 5314, South $88^{\circ}14'14''$ East, 2484.33 feet to the North 1/4 corner of said Section 11;

THENCE departing said North 1/4 corner and continuing along said North section line and said North boundary of Parcel 4, North $88^{\circ}51'15''$ East, 1118.27 feet to the aforementioned Northwest corner of said Parcel 4 and the **POINT OF BEGINNING**.

Containing 213.35 acres of land more or less.

The basis of bearings for this description is identical to said Subdivision Tract Map No. 5314.

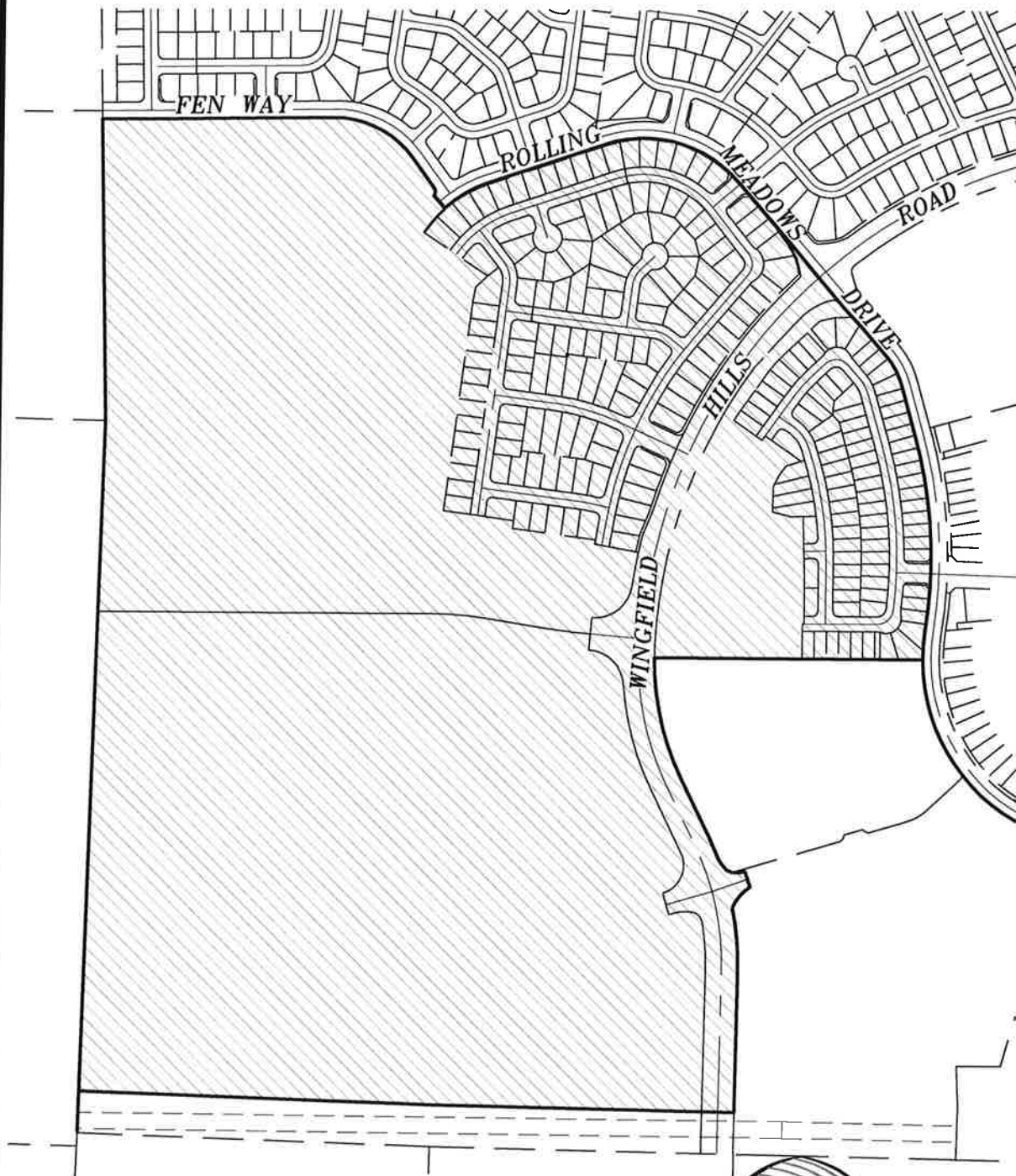
Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Daniel A. Bigrigg, P.L.S
Nevada Certificate No. 19716

EXHIBIT "A-1"
PLAT TO ACCOMPANY LEGAL
DESCRIPTION

LENNAR RENO, LLC
PORTIONS OF SECTION 11,
T. 20 N., R. 20 E., MDM
SPARKS WASHOE COUNTY NEVADA



SCALE 1" = 600'



WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING

1361 Corporate Blvd. Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT “C”
Offered Improvements

RRIF OFFSET ELIGIBLE IMPROVEMENTS WINGFIELD HILLS ROAD PHASE 2

LENNAR RENO, LLC





SPARKS, NEVADA

NOVEMBER, 2019

FUTURE CONNECTION
TO KILEY RANCH

100' 50' 0 100'
SCALE: 1" = 100'

QUANTITIES OF OFFSITE ELIGIBLE IMPROVEMENTS

ITEM:	UNIT QTY:
 MEDIAN CURB W/ BASE	3,278± LF
 5' SIDEWALK W/ BASE	16,391± SF
 CURB AND GUTTER W/ BASE	3,278± LF
 AC PAVEMENT W/ BASE	72,118± SF
STRIPING	6,556± LF

TIE TO EXISTING
WINGFIELD HILLS ROAD

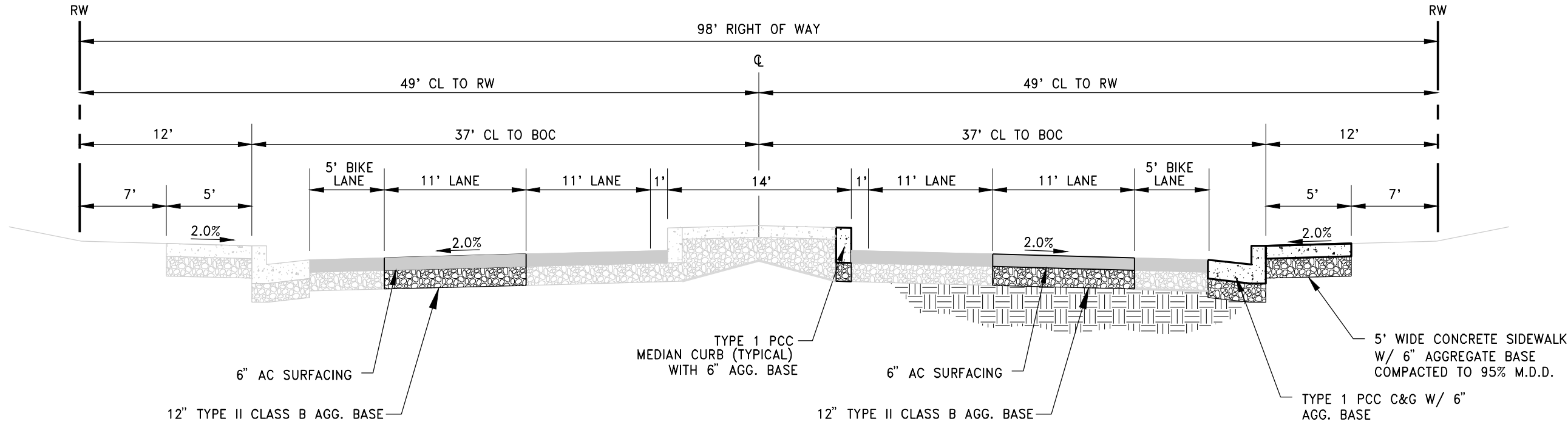

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Blvd Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

WINGFIELD HILLS ROAD PHASE 2

LENNAR RENO, LLC

SPARKS, NEVADA

NOVEMBER, 2019



WINGFIELD HILLS ROAD

NOT TO SCALE

RTC OFFSET ELIGIBLE IMPROVEMENTS:

THE TOTAL CENTERLINE LENGTH OF THE WINGFIELD HILLS ROAD PHASE 2 IMPROVEMENTS IS 3122'. THE FOLLOWING DESCRIBES THE RTC CREDIBLE IMPROVEMENTS (SHOWN ABOVE).

- ONE 11' LANE, EACH SIDE OF ROADWAY
- ONE SIDE OF MEDIAN CURB W/BASE
- ONE SIDE OF CURB AND GUTTER W/BASE
- ONE SIDE OF SIDEWALK W/BASE
- ADDITIONAL ROW WIDTH: 22'
- STORM DRAIN PERCENTAGE OF TOTAL
- SIGNAGE/STRIPING

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT “D”
Letter of Approval



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

November 7, 2019

Dustin Barker
Pioneer Meadows Development LLC
10315 Professional Circle, Suite 110
Reno, NV 86521

Subject: Letter of Approval for Regional Road Impact Fee Waivers

Dear Dustin,

The Regional Road Impact Fee (RRIF) Administrators for the RTC and the City of Sparks have reviewed and approved your application to receive RRIF waivers for the construction of Wingfield Hills Road, a new 4 lane regional roadway. A RRIF Offset Agreement for this work is being prepared and will be forwarded to the RTC Board and the City of Sparks with a recommendation for approval. Upon approval and execution of the Offset Agreement by these bodies, the agreement will be forwarded to the Developer of Record for signature.

Please feel free to contact Julie Masterpool, Engineering Manager for the RTC, at (775) 335-1897 should you have any questions regarding this subject.

Sincerely,

**REGIONAL TRANSPORTATION COMMISSION
RRIF ADMINISTRATOR**

Brian Stewart, P.E.
Engineering Director

**CITY OF SPARKS
RRIF ADMINISTRATOR**

Jon Ericson, P.E., PTOE
City of Sparks RRIF Administrator

BS/JDM

Cc: Carey Chism. Wood Rodgers
Jeff Hale, Wood Rodgers

File: RRIF Offset Agreement # 313003

EXHIBIT “E”
Developer of Record QA/QC Program
And
RTC Special Technical Specifications
For
Regional Road Impact Fee Projects

EXHIBIT E

INSPECTION, TESTING AND VERIFICATION AND QUALITY ASSURANCE PROGRAM

SECTION 1 - GENERAL

It is the intent of this program to set forth the requirements and responsibilities of those parties involved in the inspection, testing, verification, and acceptance of improvements offered as capital contributions under the Regional Road Impact Fee (RRIF) system so that consistent and satisfactory quality is achieved in the constructed products.

All new construction shall have an Engineer of Record (EOR), when required by the Regional Transportation Commission (RTC), retained by the owner and reporting to the RTC Administrator. The contractor shall not retain the EOR, unless he is also the owner. The EOR shall not be the contractor. The EOR shall be responsible for all inspection, testing and verification of the constructed improvements as to compliance with this chapter, the improvement plans of record and with local development codes. The EOR is not responsible for means, methods, techniques, sequences or procedures of construction nor safety of the construction site. Quality control shall be the responsibility of the Contractor.

In addition, all new construction requiring an EOR shall have a Testing Firm responsible to the EOR and reporting to the EOR.

SECTION 2 - RESPONSIBILITIES

1. **DEVELOPER OF RECORD (DOR)**
 - a) Shall retain the services of an EOR. Shall provide a copy of this program to the EOR.
 - b) Shall retain the services of a Testing Firm which shall be responsible to the EOR and report to the EOR. Shall provide a copy of this program to the Testing Firm.
 - c) Shall make every reasonable effort to retain as the EOR, the services of the firms or persons responsible for the preparation of the approved soils report and the improvement plans of record.
 - d) Shall retain the services of a contractor and notify said contractor of the requirements of this Chapter. Shall provide a copy of this program to the Contractor.
 - e) Shall be responsible to the RTC for the adequacy of completed work covered

EXHIBIT E

under this chapter. Any defective material, equipment, or workmanship, or any unsatisfactory work which may be discovered before final acceptance, or within 1 year thereafter, shall be corrected immediately on the requirement of the EOR or RTC Administrator, without extra charge, notwithstanding that it may have been overlooked in previous inspections. Failure to ensure adequate inspection of the work shall not relieve the owner from any obligation to perform sound and reliable work.

- f) Shall designate a representative with authority to act on behalf of the owner for all work performed.
- g) The owner acknowledges the need for continuing involvement of the firms or persons responsible for the preparation of the approved project soils report and the improvement plans of record during construction. In the event the EOR is different from the above-mentioned firms or persons, the owner agrees to be financially responsible for services provided by the said firms or persons as requested by the EOR.

2. ENGINEER OF RECORD (EOR)

- a) Shall initiate a pre-construction conference for construction of improvements at least one week in advance of initial construction. Representatives of the owner, contractor, Local Government, RTC Administrator, EOR and testing firm shall attend.
- b) Shall provide a written summary of the pre-construction conference to the owner, contractor, Local Government and the RTC Administrator, and will also notify the participants of any significant changes in writing at least 2 working days in advance of implementing the changes.
- c) Shall notify the RTC Administrator and the Local Government of the date and hour that work on any of the following items is expected to begin. Notification shall be given not less than 24 hours in advance; and, if thereafter conditions develop to delay the start of work, the EOR shall notify the RTC Administrator and the Local Government of the delay, not less than 2 hours before the work was to begin:
 - 1. Grading, excavation, and fill operations within public right-of-way.
 - 2. Laying of sewer lines, drainage lines or appurtenances.
 - 3. Backfilling of sewer lines, drainage lines or appurtenances.

EXHIBIT E

4. Placing of reinforcing steel, forms and falsework for concrete structures.
 5. Placing the concrete for curbs, gutters, sidewalks, alleys, valley gutters, headwalls, or structures.
 6. Placing of any type of base course or courses.
 7. Tacking bituminous or concrete surfaces.
 8. Placing asphalt concrete or Portland cement concrete pavement.
 9. Sealing asphalt concrete or Portland cement concrete pavement.
- d) Shall submit for review, prior to initiation of the preconstruction conference, the qualifications of the testing firm and the field inspection and testing technician personnel for the project. Said qualifications shall meet the minimum specified in this chapter.
- e) Shall make inspection of workmanship and materials in accordance with this chapter. No work nor materials will be accepted without such inspection. Shall also review catalog cuts and data sheets for material submittals. The EOR will make every reasonable effort to perform inspection and testing services in a manner which will accommodate the construction schedule.
- f) Shall provide to the RTC Administrator and Local Government, on a bi-weekly basis, copies of the daily inspection/testing reports for the previous 2 weeks.
- g) Shall immediately notify the RTC Administrator and Local Government of any proposed changes from the improvement drawings of record. Should the RTC Administrator determine that the proposed change is major in nature, such change shall require prior approval by the RTC Administrator. The Local Government will not be liable for any delays caused by the review and approval of such changes.
- h) Shall arrange as part of his contract with the owner to confer and coordinate with the firms or persons responsible for the preparation of the approved project soils report and the improvement plans of record throughout the construction of the project to evaluate compliance with the requirements of this chapter. In the event that the firms or persons responsible for the preparation of the approved project soils report or improvement plans of

EXHIBIT E

record are not available for consultation, the EOR shall notify the RTC Administrator and Local Government of such prior to commencement of construction. In this event, the EOR and the RTC Administrator and Local Government shall agree to an alternative arrangement for providing the necessary soils report and improvement plans of record interpretations prior to commencement of construction.

- i) Shall notify in writing the DOR, Contractor, Local Government, and the RTC Administrator, if, during the course of construction, the EOR finds that defective materials or workmanship not meeting requirements have been constructed and not satisfactorily corrected by the contractor within one week of verbal notification to the contractor. The written notification shall be supported by field reports and/or test results.
- j) Shall, upon completion of construction of improvements, provide the RTC with a letter of verification on the format provided by the RTC, verifying the adequacy of the improvements and providing verification of all final quantities and unit prices; and, that construction, inspection, and testing were performed in compliance with this chapter, improvement plans of record and RTC standards; and, provide sepia-mylars of any changes from the approved improvement plans of record or a statement that no changes were made; and, provide copies of inspection and test reports, if not already provided. The final completion and acceptance of all such improvements, including recommendations of release and return of any security, shall be subject to the approval of the RTC Administrator.
- k) Shall sign and wet-stamp, or cause to be signed and wet-stamped by a Nevada registered Civil Engineer, all drawings, reports and test data, and forward such to the RTC, Local Government, DOR, and Contractor.

3. **RTC Administrator**

- a) Shall assign a primary contact to the EOR who shall serve as the RTC's representative during construction of bonded improvements. This primary contact shall be known as the RTC Quality Assurance Inspector (QAI). The qualifications of the QAI, as a minimum, will meet the qualifications of a Public Works Construction Inspector.
- b) Shall attend the preconstruction conference initiated by the EOR.
- c) Shall check and evaluate that adequate inspection personnel are on-site during the construction of bonded improvements. Should the QAI determine

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that adequate personnel are not available on-site for inspection, the QAI shall immediately advise the EOR of the situation and so record the incident in his daily report.

- d) Shall keep a daily report of construction activities he observes, including pertinent conversations with the EOR.
- e) Shall, on a bi-weekly basis, review the daily inspection/testing reports submitted by the EOR. Any unsatisfactory test results shall be called to the attention of the EOR.
- f) Shall review the qualifications of the EOR to determine if they meet the minimum requirements of this chapter. If it is determined that the EOR does not meet said minimum requirements, the owner shall review the improvement agreement (Exhibit C) and retain an EOR meeting the qualifications of this chapter as determined by the RTC Administrator.
- g) Shall review the qualifications of the EOR's field inspection personnel to determine if the qualifications meet the minimum requirements of this chapter. If it is determined that the EOR's field inspection personnel do not meet said requirements, substitute field personnel will be required.
- h) Shall evaluate the performance of the EOR's field inspection personnel. The RTC Administrator shall have the authority to reject the selection of the testing firm, testing technicians or field inspection personnel for the project. The RTC Administrator shall also have the authority to reject the field inspection personnel or testing technician and direct substitute personnel in the event of unsatisfactory performance by said personnel in the opinion of the RTC Administrator.

4. CONTRACTOR

- a) Shall be responsible for construction of improvements and quality control. This responsibility shall include the means, methods, techniques, sequence, and procedures of construction and safety of the construction site. All such construction shall conform to the requirements of both the most recently adopted version of the Standard Specifications for Public Works Construction (SSPWC), Standard Details for Public Works Construction (SDPWC), the Special Technical Specifications for Capital Contribution Front Ending Agreements (STS for CCFEAs), the approved plans, and the requirements of this chapter.

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- b) Shall attend the pre-construction conference initiated by the EOR. The contractor shall present a proposed construction schedule including construction milestones, and designate a representative who has the authority to resolve issues during construction.
- c) Shall provide accessibility and exposure of all construction work subject to inspection until inspected by the EOR. Neither the RTC nor the EOR shall be liable for expenses entailed in the removal or replacement of any material required to allow inspection.
- d) Shall notify the EOR two (2) working days in advance of initiating construction or resuming construction after any unscheduled interruptions.

SECTION 3 - INSPECTION REQUIREMENTS

1. GENERAL

For the purpose of implementing the requirements of this chapter, full-time inspection shall mean the EOR or his field inspector shall be present at all times to observe the operations of the contractor during the designated construction activity.

2. GRADING, EXCAVATION, AND FILLS

Full-time inspection of all materials, native or imported, to evaluate their compliance with the SSPWC and this chapter; that the subgrade is prepared according to the SSPWC; that all subgrade materials encountered are as expected according to the approved soils report, or if not, are appropriately addressed by over-excavation and stabilization with suitable material or as otherwise recommended in the approved soils report or by redesign of the pavement section.

3. STREET

Inspection to determine that alignment and grade of the street conforms to the improvement plans of record.

4. UNDERGROUND UTILITIES

- a) Inspection of pipe materials and bedding prior to the placing of any pipe to evaluate conformance with the SSPWC. Collection of applicable manufacturer's certifications.

EXHIBIT E

- b) Inspection of installation of pipe laid to grade, mortar jointed or gasketed pipe prior to placing any material around or above pipe to evaluate conformance with the SSPWC.
- c) Full-time inspection of each lift of backfill to evaluate conformance with the SSPWC.
- d) Inspection for pipe installation, not including backfill, by utility company shall be the responsibility of the appropriate utility.
- e) Inspection of construction and/or installation of manholes, catch basins, and drop inlets to evaluate compliance with the SSPWC.
- f) Inspection of alignment and elevations to evaluate compliance with the improvement plans of record and specifications.

5. **AGGREGATE BASE COURSES FOR STREETS, CURBS, GUTTERS, SIDEWALKS, AND ALLEYS**

Inspection of all material brought to the site to evaluate uniformity with tested and approved samples; inspection of placement and compaction of aggregate base to evaluate compliance with the SSPWC and this chapter and to confirm that grades conform to those specified in the improvement plans of record.

6. **REINFORCING STEEL, FORMS AND FALSEWORK**

Inspection of reinforcing steel, forms, and falsework prior to placement of concrete to evaluate compliance with the improvement plans of record, specifications, shop drawings and the SSPWC.

7. **PORTLAND CEMENT CONCRETE**

Full-time inspection of all concrete pours including curb, gutter, sidewalks, driveway apron, alleys, valley gutters, structures, headwalls, slope paving and roadway pavement to evaluate compliance with the improvement plans of record, specifications, details, the SSPWC and this chapter.

8. **ASPHALT CONCRETE**

- a) Full-time inspection to evaluate compliance with the improvement plans of record, details, specifications, the SSPWC, and this chapter.

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- b) Inspection at the plant may be required by the RTC Administrator or the EOR to monitor oil content, aggregate grading, mineral filler content and temperature.

9. **PRIME COAT, TACK COAT, SEAL COAT AND SURFACE TREATMENT**

Sufficient inspection to evaluate compliance with the SSPWC.

10. **SEWER AND PRESSURE LINES**

In addition to inspection required in Paragraph 4b above:

- a) Sewer Lines: Ball and flushing operations shall be done in the presence of the EOR or his field inspector and the local governmental inspector.
- b) Pressure Tests: To be accomplished in presence of the EOR or his field inspector to evaluate conformance with the SSPWC and this chapter.

11. **LANDSCAPING WITHIN THE RTC RIGHT-OF-WAY OR WITHIN A PUBLIC IMPROVEMENT EASEMENT, COMMON AREA AMENITIES**

Sufficient inspections to evaluate compliance with SSPWC, the improvement plans of record, and specifications.

SECTION 4 - TESTING REQUIREMENTS

Shall comply to the requirements set forth in the latest revision of the SSPWC and the STS for CCFEAs.

SECTION 5 - PERSONNEL QUALIFICATIONS

1. **ENGINEER OF RECORD (EOR)**

An Engineer of Record who is retained as a consultant by the owner is required to be legally authorized to practice civil engineering in the State of Nevada in accordance with Nevada Revised Statutes (NRS) Chapter 625.

A firm, a co-partnership, a corporation or joint-stock association may engage in the practice of Engineer of Record for the RTC, if the member or members of the firm, co-partnership, corporation or joint-stock association immediately responsible for engineering work performed in the RTC are Nevada registered professional civil or geological engineers in accordance with NRS Chapter 625.

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Every office or place of business of any firm, co-partnership, corporation or joint-stock association engaged as an Engineer of Record under these requirements shall have a registered professional civil engineer in residence and in direct responsible supervision of the work needed to satisfy the requirements of this chapter conducted in such office or place of business.

An Engineer of Record shall be familiar with the SSPWC, SDPWC, RTC and local government design standards, and all associated testing procedures.

2. FIELD INSPECTOR

- a) General: The field inspector's qualifications shall include sufficient education and experience to assure understanding of the quality control principles and the ability to implement the procedures related to their assigned duties.

The education and experience requirements specified below shall not be treated as absolute when other factors provide reasonable assurance that a person can competently perform a particular task. One factor may be "demonstrated capability" in a given job through previous performance.

- b) Education and Experience: To be considered qualified as a RTC approved field inspector, a candidate must meet the general requirements as mentioned above and satisfy at least one of the following requirements:
1. High school graduate plus at least three years of construction quality control experience in equivalent testing, or inspection activities, or
 2. Completion of college level work leading to an associates degree in a related discipline plus at least six months of construction control experience in equivalent testing, examination or inspection activities.

The field inspector shall be familiar with the SSPWC and this chapter, as well as all associated testing procedures.

3. TESTING TECHNICIAN

To be considered qualified as a RTC approved testing technician, a candidate must meet the general requirements mentioned in 2a) above and satisfy at least one of the following requirements:

EXHIBIT E

- a) One year of construction quality control experience in equivalent testing or inspection activities, or
- b) High school graduate plus at least six months of construction quality control experience in equivalent testing or inspection activities, or
- c) Completion of college level work leading to an associates degree in a related construction quality control discipline plus at least three months of experience in equivalent testing or inspection activities.
- d) Completion of at least two years college level work towards a four-year degree in a related discipline plus at least three months of construction quality control experience in equivalent testing or inspection activities.

The testing technician shall be familiar with the testing procedures outlined in the SSPWC and this chapter.

4. TESTING FIRM

- a) General: The testing services of the testing firm shall be under the direction of a registered civil or geological engineer in the State of Nevada who is a full-time employee of the firm and has at least 5 years engineering experience in the inspection and testing of soil, concrete, and asphalt.
- b) Laboratory: The testing firm is responsible for laboratory testing of soil, concrete and asphalt and shall have suitable test equipment and laboratory facilities for storing, preparing and testing samples. The firm shall have the capability of performing all laboratory testing associated with its intended functions according to governing procedures and shall have the facilities and equipment required for all laboratory testing performed. If at any one time equipment or expertise in the performance of a specialized test is not available in-house, the services of a subconsultant or his equipment may be utilized.

As evidence of its competence to perform the required tests or inspections, the agency shall have its laboratory procedures and equipment inspected at intervals of not more than 3 years by a qualified authority in accordance with a recognized plan.

- c) Quality of Testing Systems: The firm shall make available information (as applicable) describing its procedural systems (procedures which directly affect the quality of services offered). In addition, the firm shall maintain

EXHIBIT E

documentation which provides evidence of compliance with the requirements of its procedural systems. The agency's procedural systems shall include the following:

1. Equipment calibration programs.
2. Standardization of methods of test, measurement, and determination.
3. Data recording, processing, and reporting.
4. A current quality assurance manual.

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT “F”

Standard Specifications for Public Works Construction
Section 100.17

“Material and Workmanship – Warranty of Corrections”

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

MATERIAL AND WORKMANSHIP – WARRANTY OF CORRECTIONS

Corrections ordered in accordance with section 100.17 of the Standard Specifications for Public Works Construction titled, “Material and Workmanship”, for items discovered in the year following final acceptance of the project shall be warranted for a one (1) year period following acceptance by the RTC of the correction. Should the correction itself prove defective, the Contractor shall be obliged to make further correction. The warranty period on the correction shall continue to be extended for one (1) year following acceptance by the RTC of the initial or any subsequent corrective actions.

**Pioneer Meadows Master Planned Community
Regional Road Impact Fee Offsets**

EXHIBIT “G”
RRIF Rates as of Date of Offset Agreement

REGIONAL ROAD IMPACT FEE SCHEDULE

Land Use	Unit	North Service Area		South Service Area	
		VMT	Dollars (\$320.71/VMT)	VMT	Dollars (313.18/VMT)
Residential					
Single-Family	Dwelling	15.03	\$4,820.27	14.22	\$4,453.42
Multi-Family	Dwelling	10.23	\$3,280.86	9.68	\$3,031.58
Industrial					
General Light Industrial	1,000 GFA	5.05	\$1,619.59	4.78	\$1,497.00
Manufacturing	1,000 GFA	4.00	\$1,282.84	3.79	\$1,186.95
Warehouse	1,000 GFA	1.77	\$567.66	1.68	\$526.14
Mini-Warehouse	1,000 GFA	1.54	\$493.89	1.46	\$457.24
Commercial/Retail					
Commercial/Retail	1,000 GFA	22.94	\$7,357.09	21.71	\$6,799.14
Eating/Drinking Places	1,000 GFA	22.94	\$7,357.09	21.71	\$6,799.14
Casino/Gaming	1,000 GFA	46.90	\$15,041.30	44.37	\$13,895.80
Office and Other Services					
Schools	1,000 GFA	13.12	\$4,207.72	12.41	\$3,886.56
Day Care	1,000 GFA	13.12	\$4,207.72	12.41	\$3,886.56
Lodging	Room	3.41	\$1,093.62	3.23	\$1,011.57
Hospital	1,000 GFA	10.92	\$3,502.15	10.33	\$3,235.15
Nursing Home	1,000 GFA	6.76	\$2,168.00	6.40	\$2,004.35
Medical Office	1,000 GFA	35.44	\$11,365.96	33.53	\$10,500.93
Office and Other Services	1,000 GFA	9.92	\$3,181.44	9.39	\$2,940.76
Regional Recreational Facility	Acre	2.32	\$744.05	2.20	\$689.00

**Regional Road
Impact Fee
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**EXHIBIT “H”
Interim RRIF Waivers
Not Applicable**