

**Wingfield Hills Road
Road Improvement**

**OFFSET AGREEMENT
Offset Agreement # 513004
BETWEEN**

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

And

**CITY OF SPARKS
a Municipal Corporation**

And

KM2 Development Inc.

Developer of Record

For

Certain Parcels within the Kiley Ranch North Master Planned Community

North Service Area

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EXHIBITS

EXHIBIT “A”	Section X of the Regional Road Impact General Administrative Manual, Current 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 100.17.00 “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 KM2 Development Inc. (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 Kiley Ranch North 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 2,670’ long segment of Wingfield Hills Road, a four-lane arterial roadway connection extending from David Allen Parkway to the Eastern boundary of the Kiley Ranch North Development. 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

KM2 Development Inc.

Attn: Scott Christy
1000 Kiley Parkway
Sparks, Nevada 89436
Telephone: (775) 745-0259

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

KM2 Development Inc.

By: _____

Name: _____

Its: _____

STATE OF
COUNTY OF

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

_____.

Notary Public

EXHIBIT “A”

Section X of the Regional Road Impact GAM- 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 and uses and the estimate 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' acknowledgment 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 reassessed 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 education 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.

EXHIBIT “B1”

Site Plan and Description of Development of Record



PROJECT DESCRIPTION

Kiley Ranch North is an 870-acre mixed use master planned development in the Spanish Springs Valley of Sparks, Nevada (Ref. Vicinity Map). The development includes a land use mix of single and multi-family residential, community commercial, arterial commercial, business park, mixed use, schools, parks and open space (Ref. Land Use Map).

The offset eligible improvements in this application include the construction of Wingfield Hills Road (+2670 LF) from the existing terminus at David Allen Parkway to the eastern boundary of the Kiley Ranch North Development (Ref. Site Plan). The roadway includes 2 travel lanes and one bike lane in each direction, separated by a raised median. Curb, gutter and sidewalk will be included on both sides of the road. Right of Way width is 74'.

The developer is requesting Regional Road Impact Fee Offsets for the eligible improvements as identified within this agreement.

Developer of Record

KM2 Development Inc.
1000 Kiley Parkway
Sparks, Nevada 89436
Phone: (775) 745-0259
Contact: Scott Christy, PE

Development of Record

Kiley Ranch North Master Planned Community
Local Government Agency File No: _____

Engineer of Record

Christy Corporation, LTD
1000 Kiley Parkway
Sparks, Nevada 89436
Phone: (775) 745-0259
Contact: Scott Christy, PE

List of Approved Land Uses

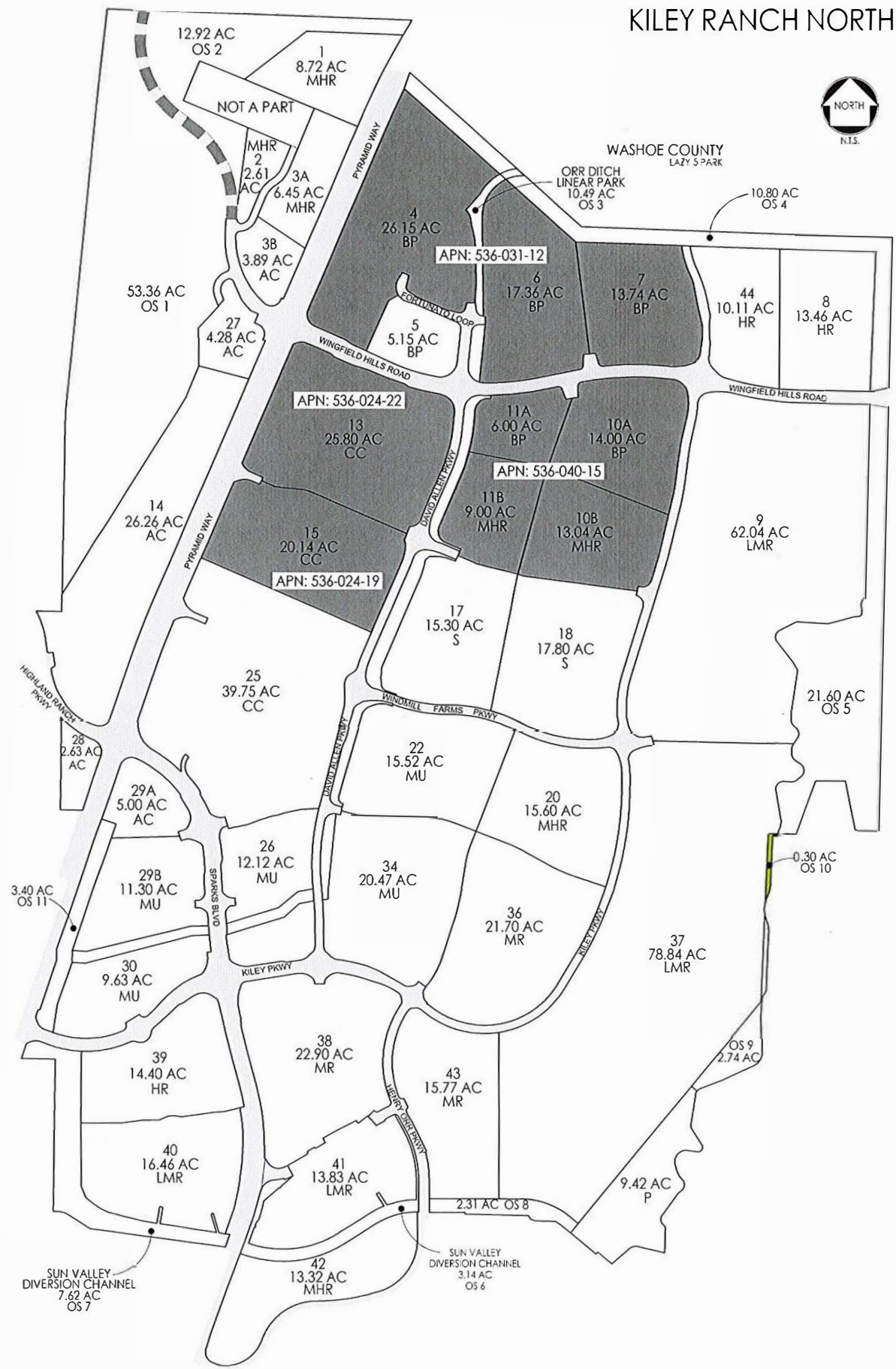
The development includes a land use mix of single and multi-family residential, community commercial, arterial commercial, business park, mixed use, schools, parks and open space (Ref. Land Use Map).

Impact Fee Generation vs. Requested Offsets

The total Regional Road Impact fee's generated by the proposed development of record is estimated at \$11,063,924.72, as detailed in the attached "*Planned Construction RRIF Estimate*" table.

The value of the offered improvements subject to the RRIF offsets is \$2,059,998, as detailed in the attached "*Cost of Dedicated Improvements Eligible for Offset Waivers*" table.

KILEY RANCH NORTH



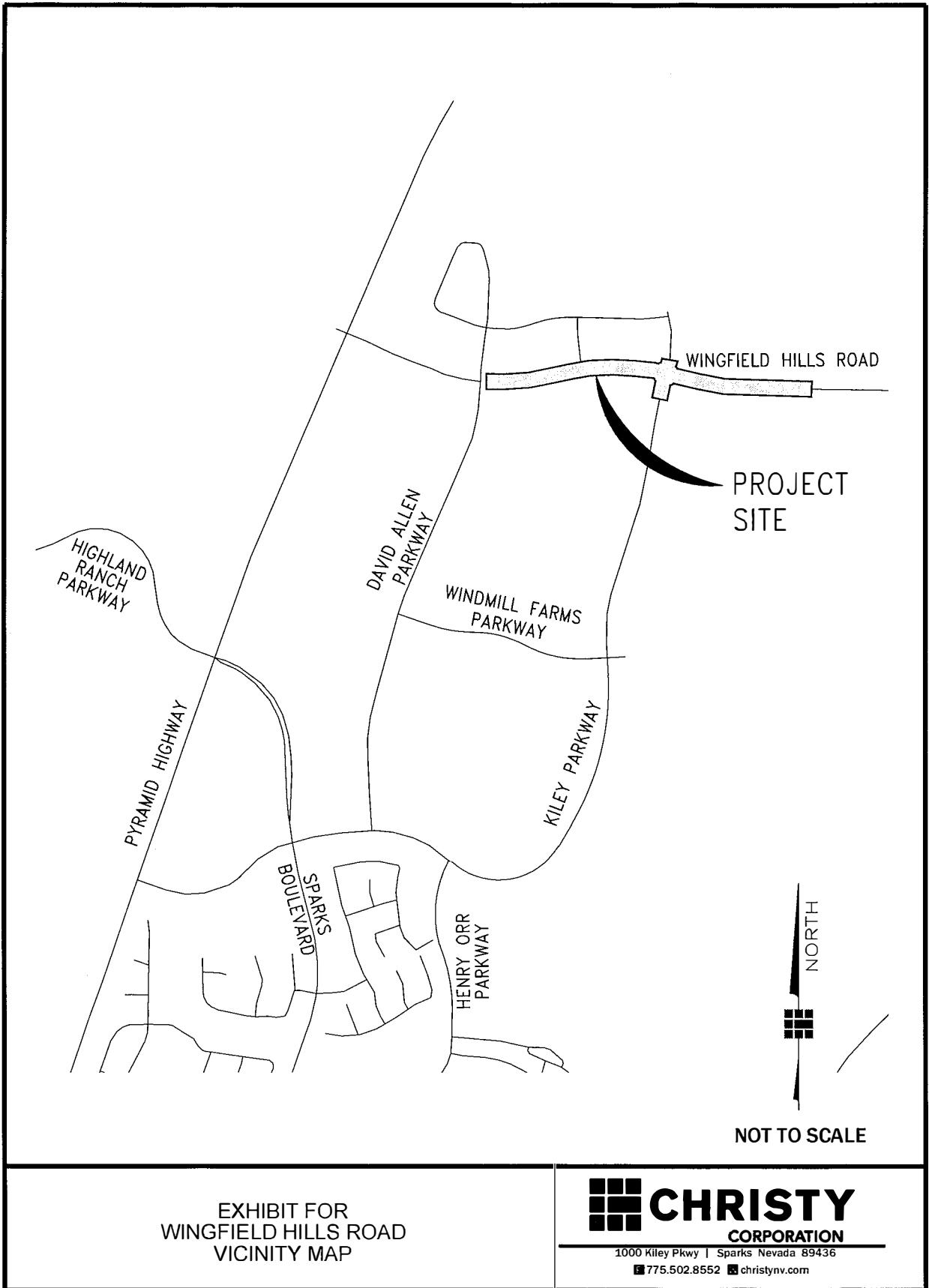


EXHIBIT FOR
WINGFIELD HILLS ROAD
VICINITY MAP

 **CHRISTY**
CORPORATION

1000 Kiley Pkwy | Sparks Nevada 89436
775.502.8552 christynv.com

PORTION OF SECTION 10
T. 20 N., R. 20 E., M.D.M.
SPARKS WASHOE COUNTY NEVADA

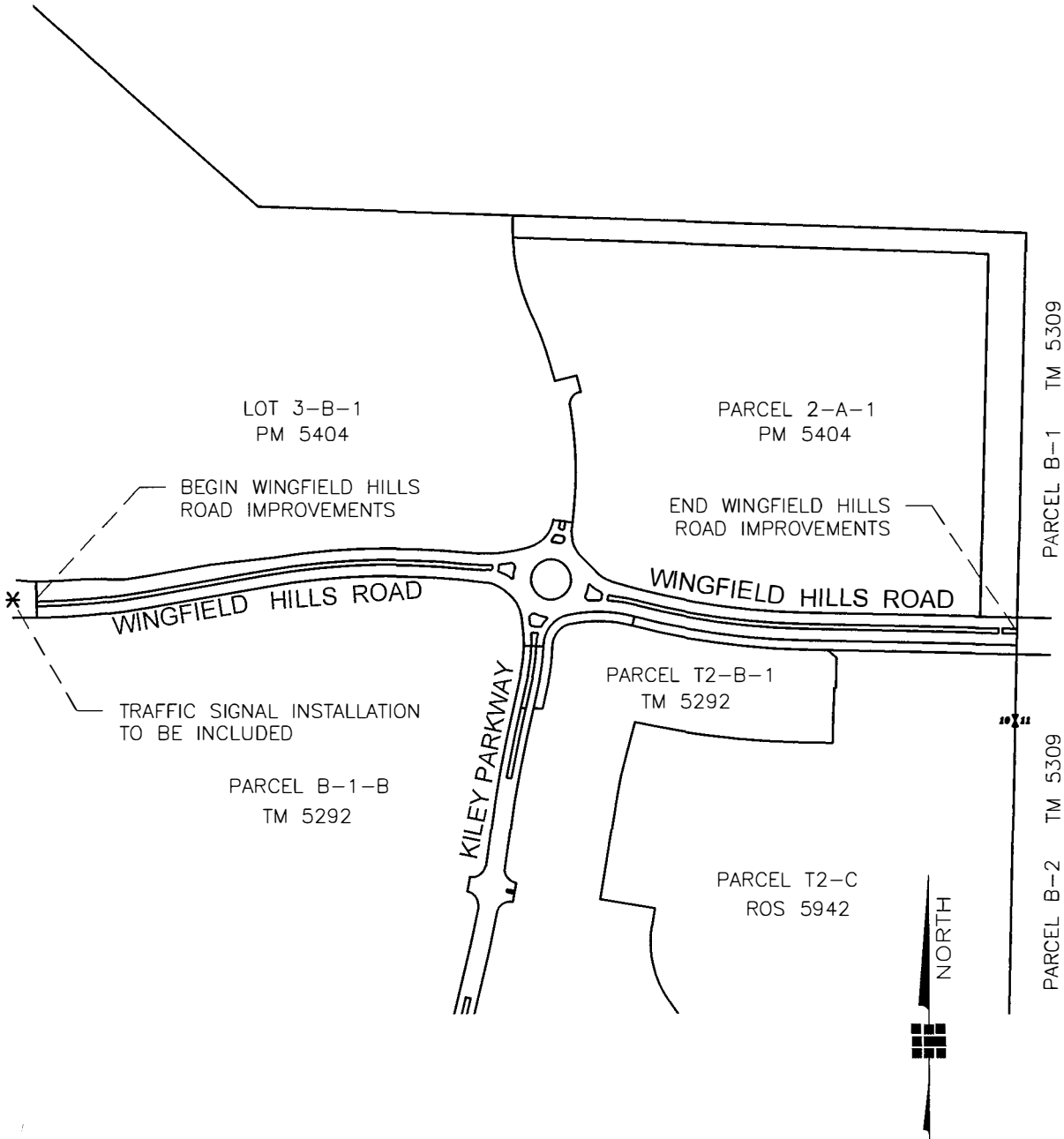


EXHIBIT FOR
WINGFIELD HILLS ROAD

CHRISTY
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**Planned Construction RRIF Estimate
KILEY RANCH NORTH**



12/19/2019

VILLAGE	Land Use	Acreage	Max Density/ Coverage	Unit	Number of Units	Unit	FEE PER UNIT	TOTAL ESTIMATED FEE
4	Business Park	26.15	0.5	FAR	569.55	1000 GFA	\$3,181.44	\$1,811,979.61
6	Business Park	17.36	0.5	FAR	378.10	1000 GFA	\$3,181.44	\$1,202,905.01
7	Business Park	13.74	0.5	FAR	299.26	1000 GFA	\$3,181.44	\$952,068.83
10A	Business Park	14.00	0.5	FAR	304.92	1000 GFA	\$3,181.44	\$970,084.68
10B	Medium-High Residential	13.04	17.9	du/ac	233	dwelling	\$3,280.86	\$765,805.22
11A	Business Park	6.00	0.5	FAR	130.68	1000 GFA	\$3,181.44	\$415,750.58
11B	Medium-High Residential	9.00	17.9	du/ac	161	dwelling	\$3,280.86	\$528,546.55
13	Community Commercial	25.80	0.3	FAR	337.15	1000 GFA	\$7,357.09	\$2,480,475.26
15	Community Commercial	20.14	0.3	FAR	263.19	1000 GFA	\$7,357.09	\$1,936,308.99
TOTAL:								\$11,063,924.72

Notes:

1. Anticipated floor area ratios (FAR) have been assumed for the commercial/business park land use designations.

Cost of Dedicated Improvements Eligible for Offset Waivers
WINGFIELD HILLS DRIVE



12/12/2019

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	TOTAL AMOUNT	NOTES
Mass Grading	0.5	LS	\$ 62,510.00	\$31,255.00		
Finish Grade ROW	183022	SF	\$ 0.20	\$36,604.40		
6" AC Paving	72090	SF	\$ 4.10	\$295,569.00		
10" Aggregate Base	72090	SF	\$ 1.20	\$86,508.00		
24" Type 1 Curb & Gutter with Base	2670	LF	\$ 16.30	\$43,521.00		
6" Median Curb with Base	2670	LF	\$ 15.30	\$40,851.00		
4" PCC Sidewalk with Base	13350	SF	\$ 6.30	\$84,105.00		
Signage and Striping	1	LS	\$ 74,000.00	\$74,000.00		
Pedestrian Ramps	9	EA	\$ 720.00	\$6,480.00		
Pedestrian Ramps at Median	2	EA	\$ 3,800.00	\$7,600.00		
Backfill Curbing	0.5	LS	\$ 16,000.00	\$8,000.00		
Traffic Signal	1	LS	\$ 199,500.00	\$199,500.00		
Survey Monuments	8	EA	\$ 350.00	\$2,800.00		
Storm Drain	0.5	EA	\$ 635,505.00	\$317,752.50		
Construction Water	0.5	EA	\$ 29,000.00	\$14,500.00		
Design, Permitting and Construction Mgmt	0.5	EA	\$ 64,700.00	\$32,350.00		
Construction Survey	0.5	EA	\$ 39,200.00	\$19,600.00		
Testing and Inspection	0.5	LS	\$ 19,322.00	\$9,661.00		
ROW Acquisition	2.27	AC	\$ 360,000.00	\$817,200.00		
TOTAL					\$2,059,998	

DESIGNATION OF AUTHORIZED AGENT

Each of the undersigned hereby designate KM2 Development Inc, a Nevada limited liability company ("KM2"), to act as its authorized agent for the purpose of allowing KM2 to act as "Developer of Record" as that term is defined and used in the Regional Road Impact Fee System, General Administrative Manual. KM2 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 #513004, between the Regional Transportation Commission, a special purpose unit of government, the City of Sparks, a municipal corporation, and KM2.

Dated this ____ day of December, 2019.

Rising Tides LLC
a Nevada limited liability company

By its Manager:

KM2 Development Inc.
a Nevada limited liability company

By: _____

Name: Scott Christy

Title: Manager

EXHIBIT “B2”

Legal Description of the Development of Record

EXHIBIT "B-2"
LEGAL DESCRIPTION

APN: 536-031-12

All that certain parcel of land, shown as Lot 3-B-1 on that Parcel Map for Rising Tides, LLC, Parcel Map No. 5404, Official Records of Washoe County, Nevada, also being within Section 10, Township 20 North, Range 20 East, M.D.M, Washoe County, Nevada, being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 3-B-1;

Thence S48°26'18"E, a distance of 1492.95 feet;

Thence S88°05'38"E, a distance of 688.70 feet;

Thence S01°31'22"W, a distance of 7.39 feet;

Thence through a curve to the left having a radius of 600.00 feet, with a central angle of 26°10'11", with an arc length of 274.05 feet, with a chord bearing of S11°33'43"E, with a chord length of 271.67 feet;

Thence through a reverse curve to the right having a radius of 1000.00 feet, with a central angle of 10°26'14", with an arc length of 182.16 feet, with a chord bearing of S19°25'42"E, with a chord length of 181.91 feet;

Thence N75°47'26"E, a distance of 59.76 feet;

Thence S14°12'45"E, a distance of 46.00 feet;

Thence S75°47'26"W, a distance of 1.85 feet;

Thence through a curve to the left having a radius of 35.00 feet, with a central angle of 85°37'18", with an arc length of 52.30 feet, with a chord bearing of S32°58'47"W, with a chord length of 47.57 feet;

Thence through a reverse curve to the right having a radius of 1026.00 feet, with a central angle of 17°20'26", with an arc length of 310.52 feet, with a chord bearing of S01°09'39"E, with a chord length of 309.33 feet;

Thence N82°29'27"W, a distance of 52.00 feet;

Thence through a non-tangent curve to the right having a radius of 88.00 feet, with a central angle of 65°04'36", with an arc length of 99.95 feet, with a chord bearing of S40°02'50"W, with a chord length of 94.66 feet;

Thence through a compound curve to the right having a radius of 398.00 feet, with a central angle of 23°27'00", with an arc length of 162.89 feet, with a chord bearing of S84°18'38"W, with a chord length of 161.76 feet;

Thence through a reverse curve to the left having a radius of 2037.00 feet, with a central angle of 14°56'19", with an arc length of 531.10 feet, with a chord bearing of S88°33'59"W, with a chord length of 529.60 feet;

Thence S83°47'11"W, a distance of 171.65 feet;

Thence S79°59'00"W, a distance of 171.33 feet;

Thence through a curve to the right having a radius of 1902.00 feet, with a central angle of 01°56'55", with an arc length of 64.69 feet, with a chord bearing of S80°57'28"W, with a chord length of 64.68 feet;

Thence N89°46'36"W, a distance of 101.87 feet;

Thence through a non-tangent curve to the right having a radius of 1890.00 feet, with a central angle of 04°13'16", with an arc length of 139.24 feet, with a chord bearing of S87°06'00"W, with a chord length of 139.21 feet;

Thence through a non-tangent curve to the right having a radius of 274.50 feet, with a central angle of 19°20'34", with an arc length of 92.67 feet, with a chord bearing of N80°56'30"W, with a chord length of 92.23 feet;

Thence through a compound curve to the right having a radius of 49.50 feet, with a central angle of 76°27'41", with an arc length of 66.06 feet, with a chord bearing of N33°02'22"W, with a chord length of 61.26 feet;

Thence N05°11'28"E, a distance of 68.99 feet;

Thence N05°11'28"E, a distance of 117.57 feet;

Thence N05°38'19"E, a distance of 15.92 feet;
 Thence N02°29'15"E, a distance of 37.19 feet;
 Thence S87°30'45"E, a distance of 10.00 feet;
 Thence through a non-tangent curve to the right having a radius of 47.50 feet, with a central angle of 82°01'34", with an arc length of 68.00 feet, with a chord bearing of N43°30'02"E, with a chord length of 62.34 feet;
 Thence N84°30'49"E, a distance of 39.35 feet;
 Thence N02°29'15"E, a distance of 48.00 feet;
 Thence N87°30'45"W, a distance of 34.70 feet;
 Thence through a curve to the right having a radius of 50.00 feet, with a central angle of 25°12'32", with an arc length of 22.00 feet, with a chord bearing of N74°54'29"W, with a chord length of 21.82 feet;
 Thence N62°18'13"W, a distance of 11.18 feet;
 Thence through a curve to the right having a radius of 47.50 feet, with a central angle of 64°47'28", with an arc length of 53.71 feet, with a chord bearing of N29°54'29"W, with a chord length of 50.90 feet;
 Thence N02°29'15"E, a distance of 28.65 feet;
 Thence N87°30'45"W, a distance of 63.00 feet;
 Thence S02°29'15"W, a distance of 13.27 feet;
 Thence through a curve to the right having a radius of 52.50 feet, with a central angle of 14°13'34", with an arc length of 13.04 feet, with a chord bearing of S09°36'02"W, with a chord length of 13.00 feet;
 Thence S45°42'46"W, a distance of 50.90 feet;
 Thence through a non-tangent curve to the right having a radius of 52.50 feet, with a central angle of 38°36'06", with an arc length of 35.37 feet, with a chord bearing of N85°59'13"W, with a chord length of 34.71 feet;
 Thence N66°41'10"W, a distance of 276.48 feet;
 Thence through a curve to the right having a radius of 112.50 feet, with a central angle of 10°00'00", with an arc length of 19.63 feet, with a chord bearing of N61°41'10"W, with a chord length of 19.61 feet;
 Thence N56°41'10"W, a distance of 48.23 feet;
 Thence through a curve to the right having a radius of 42.50 feet, with a central angle of 70°00'00", with an arc length of 51.92 feet, with a chord bearing of N21°41'10"W, with a chord length of 48.75 feet;
 Thence N13°18'50"E, a distance of 48.23 feet;
 Thence through a curve to the right having a radius of 112.50 feet, with a central angle of 10°00'00", with an arc length of 19.63 feet, with a chord bearing of N18°18'50"E, with a chord length of 19.61 feet;
 Thence N66°41'10"W, a distance of 48.00 feet;
 Thence through a non-tangent curve to the right having a radius of 112.50 feet, with a central angle of 10°00'00", with an arc length of 19.63 feet, with a chord bearing of S28°18'50"W, with a chord length of 19.61 feet;
 Thence S33°18'50"W, a distance of 26.95 feet;
 Thence through a curve to the left having a radius of 103.50 feet, with a central angle of 63°46'46", with an arc length of 115.21 feet, with a chord bearing of S01°25'27"W, with a chord length of 109.36 feet;
 Thence S59°32'04"W, a distance of 73.40 feet;
 Thence S24°00'18"W, a distance of 352.84 feet;
 Thence N65°59'44"W, a distance of 42.77 feet;
 Thence N66°41'44"W, a distance of 32.12 feet;
 Thence through a curve to the right having a radius of 204.50 feet, with a central angle of 13°06'57", with an arc length of 46.81 feet, with a chord bearing of N60°08'15"W, with a chord length of 46.71 feet;
 Thence through a reverse curve to the left having a radius of 255.50 feet, with a central angle of 13°06'57", with an arc length of 58.49 feet, with a chord bearing of N60°08'15"W, with a chord length of 58.36 feet;
 Thence N66°41'42"W, a distance of 100.98 feet;

Thence through a curve to the right having a radius of 52.00 feet, with a central angle of $89^{\circ}38'07''$, with an arc length of 81.35 feet, with a chord bearing of $N21^{\circ}52'41''W$, with a chord length of 73.30 feet;
Thence through a reverse curve to the left having a radius of 2547.00 feet, with a central angle of $05^{\circ}28'34''$, with an arc length of 243.43 feet, with a chord bearing of $N20^{\circ}12'05''E$, with a chord length of 243.34 feet;

Thence $N17^{\circ}27'49''E$, a distance of 485.35 feet;

Thence through a non-tangent curve to the right having a radius of 4972.86 feet, with a central angle of $06^{\circ}53'33''$, with an arc length of 598.22 feet, with a chord bearing of $N19^{\circ}19'39''E$, with a chord length of 597.86 feet;

Thence through a compound curve to the right having a radius of 5959.50 feet, with a central angle of $03^{\circ}46'07''$, with an arc length of 391.99 feet, with a chord bearing of $N24^{\circ}41'45''E$, with a chord length of 391.92 feet, to the point of beginning.

Containing: 61.81 Acres, more or less

APN: 536-040-15

All that certain parcel of land, shown as Parcel B-1-B on that Dedication Tract Map No. 5292, Official Records of Washoe County, Nevada, also being within Section 10, Township 20 North, Range 20 East, M.D.M, Washoe County, Nevada, being more particularly described as follows:

Beginning at the most Northwest corner of said Parcel B-1-B, said point also being at the end of the curve on the Southerly Right-of-Way line of Wingfield Hills Road, as shown on said Dedication Tract Map No. 5292;

Thence through a non-tangent curve to the left having a radius of 1987.00 feet, with a central angle of $02^{\circ}15'49''$, with an arc length of 78.50 feet, with a chord bearing of $S89^{\circ}39'28''E$, with a chord length of 78.50 feet;

Thence through a compound curve to the left having a radius of 1987.00 feet, with a central angle of $09^{\circ}13'38''$, with an arc length of 320.00 feet, with a chord bearing of $N84^{\circ}35'49''E$, with a chord length of 319.65 feet;

Thence $N79^{\circ}59'00''E$, a distance of 303.01 feet;

Thence through a curve to the right having a radius of 1963.00 feet, with a central angle of $00^{\circ}48'46''$, with an arc length of 27.85 feet, with a chord bearing of $N80^{\circ}23'23''E$, with a chord length of 27.85 feet; thence through a compound curve to the right having a radius of 37.00 feet, with a central angle of $91^{\circ}39'58''$, with an arc length of 59.20 feet, with a chord bearing of $S53^{\circ}22'15''E$, with a chord length of 53.08 feet;

Thence $N82^{\circ}27'44''E$, a distance of 38.00 feet;

Thence through a non-tangent curve to the right having a radius of 37.00 feet, with a central angle of $91^{\circ}39'58''$, with an arc length of 59.20 feet, with a chord bearing of $N38^{\circ}17'43''E$, with a chord length of 53.08 feet;

Thence through a compound curve to the right having a radius of 1963.00 feet, with a central angle of $13^{\circ}22'42''$, with an arc length of 458.36 feet, with a chord bearing of $S89^{\circ}10'56''E$, with a chord length of 457.32 feet;

Thence through a compound curve to the right having a radius of 98.00 feet, with a central angle of $31^{\circ}45'20''$, with an arc length of 54.32 feet, with a chord bearing of $S66^{\circ}36'55''E$, with a chord length of 53.62 feet;

Thence $S50^{\circ}44'15''E$, a distance of 14.30 feet;

Thence through a curve to the right having a radius of 98.00 feet, with a central angle of $40^{\circ}17'50''$, with an arc length of 68.93 feet, with a chord bearing of $S30^{\circ}35'20''E$, with a chord length of 67.51 feet;

Thence through a compound curve to the right having a radius of 398.00 feet, with a central angle of $22^{\circ}52'46''$, with an arc length of 158.93 feet, with a chord bearing of $S00^{\circ}59'58''W$, with a chord length of 157.88 feet;

Thence $S12^{\circ}26'22''W$, a distance of 92.06 feet;

Thence $S12^{\circ}26'22''W$, a distance of 69.08 feet;

Thence through a curve to the left having a radius of 3026.00 feet, with a central angle of $05^{\circ}07'24''$, with an arc length of 270.59 feet, with a chord bearing of $S09^{\circ}52'40''W$, with a chord length of 270.50 feet;

Thence through a reverse curve to the right having a radius of 2974.00 feet, with a central angle of $01^{\circ}45'04''$, with an arc length of 90.90 feet, with a chord bearing of $S08^{\circ}11'30''W$, with a chord length of 90.89 feet;

Thence through a compound curve to the right having a radius of 37.00 feet, with a central angle of $91^{\circ}05'33''$, with an arc length of 58.82 feet, with a chord bearing of $S54^{\circ}36'49''W$, with a chord length of 52.82 feet;

Thence $S10^{\circ}09'35''W$, a distance of 38.00 feet;

thence through a non-tangent curve to the right having a radius of 37.00 feet, with a central angle of $91^{\circ}05'33''$, with an arc length of 58.82 feet, with a chord bearing of $S34^{\circ}17'39''E$, with a chord length of 52.82 feet;

Thence through a compound curve to the right having a radius of 2974.00 feet, with a central angle of $01^{\circ}56'54''$, with an arc length of 101.12 feet, with a chord bearing of $S12^{\circ}13'35''W$, with a chord length of 101.12 feet;

Thence $S13^{\circ}12'02''W$, a distance of 184.66 feet;

Thence through a curve to the right having a radius of 974.00 feet, with a central angle of $04^{\circ}05'47''$, with an arc length of 69.64 feet, with a chord bearing of $S15^{\circ}14'55''W$, with a chord length of 69.62 feet;

Thence $S17^{\circ}17'49''W$, a distance of 303.71 feet;

Thence $S17^{\circ}17'49''W$, a distance of 124.74 feet;

Thence $N72^{\circ}41'43''W$, a distance of 278.05 feet;

Thence through a curve to the right having a radius of 641.00 feet, with a central angle of $07^{\circ}24'27''$, with an arc length of 82.87 feet, with a chord bearing of $N68^{\circ}59'30''W$, with a chord length of 82.81 feet;

Thence $N65^{\circ}17'16''W$, a distance of 255.88 feet;

Thence through a curve to the left having a radius of 559.00 feet, with a central angle of $11^{\circ}24'26''$, with an arc length of 111.29 feet, with a chord bearing of $N70^{\circ}59'29''W$, with a chord length of 111.11 feet;

Thence $N76^{\circ}41'42''W$, a distance of 368.03 feet;

Thence through a curve to the right having a radius of 541.00 feet, with a central angle of $10^{\circ}00'40''$, with an arc length of 94.53 feet, with a chord bearing of $N71^{\circ}41'22''W$, with a chord length of 94.41 feet;

Thence $N66^{\circ}41'02''W$, a distance of 108.87 feet;

Thence $N23^{\circ}18'58''E$, a distance of 41.00 feet;

Thence $N23^{\circ}18'58''E$, a distance of 26.00 feet;

Thence through a non-tangent curve to the left having a radius of 450.00 feet, with a central angle of $10^{\circ}28'07''$, with an arc length of 82.22 feet, with a chord bearing of $N71^{\circ}55'06''W$, with a chord length of 82.11 feet;

Thence through a reverse curve to the right having a radius of 98.00 feet, with a central angle of $74^{\circ}26'23''$, with an arc length of 127.32 feet, with a chord bearing of $N39^{\circ}55'58''W$, with a chord length of 118.56 feet;

Thence through a non-tangent curve to the right having a radius of 398.00 feet, with a central angle of $26^{\circ}01'44''$, with an arc length of 180.81 feet, with a chord bearing of $N10^{\circ}18'06''E$, with a chord length of 179.26 feet;

Thence $N23^{\circ}18'58''E$, a distance of 229.91 feet;

Thence through a curve to the left having a radius of 1063.00 feet, with a central angle of $04^{\circ}38'03''$, with an arc length of 85.98 feet, with a chord bearing of $N20^{\circ}59'57''E$, with a chord length of 85.95 feet;

Thence through a reverse curve to the right having a radius of 258.00 feet, with a central angle of $09^{\circ}37'56''$, with an arc length of 43.37 feet, with a chord bearing of $N23^{\circ}29'53''E$, with a chord length of 43.32 feet;

Thence through a reverse curve to the left having a radius of 262.00 feet, with a central angle of $15^{\circ}46'33''$, with an arc length of 72.14 feet, with a chord bearing of $N20^{\circ}25'34''E$, with a chord length of 71.91 feet;

Thence through a compound curve to the left having a radius of 1075.00 feet, with a central angle of $07^{\circ}20'50''$, with an arc length of 137.85 feet, with a chord bearing of $N08^{\circ}51'53''E$, with a chord length of 137.76 feet;

Thence $N05^{\circ}11'28''E$, a distance of 99.13 feet;

Thence $N05^{\circ}11'28''E$, a distance of 22.66 feet;

Thence through a curve to the right having a radius of 274.50 feet, with a central angle of $16^{\circ}32'51''$, with an arc length of 79.28 feet, with a chord bearing of $N13^{\circ}27'53''E$, with a chord length of 79.00 feet;

Thence through a compound curve to the right having a radius of 49.50 feet, with a central angle of $69^{\circ}44'08''$, with an arc length of 60.25 feet, with a chord bearing of $N56^{\circ}36'23''E$, with a chord length of 56.60 feet; to the point of beginning,

Containing: 46.00 Acres, more or less

APN: 536-024-19 & 083-024-22

All those certain parcels of land, shown as Parcels A-3 and A-4 on that Parcel Map No. 5091, Official Records of Washoe County, Nevada, also being within Section 10, Township 20 North, Range 20 East, M.D.M, Washoe County, Nevada, being more particularly described as follows:

Thence N23°18'50"E, a distance of 1507.00 feet;

Thence S66°41'10"E, a distance of 15.00 feet;

Thence N23°18'50"E, a distance of 5.00 feet;

Thence through a curve to the right having a radius of 80.00 feet, with a central angle of 89°59'25", with an arc length of 125.65 feet, with a chord bearing of N68°18'33"E, with a chord length of 113.13 feet;

Thence S66°41'44"E, a distance of 457.44 feet;

Thence through a curve to the left having a radius of 1999.00 feet, with a central angle of 14°34'16", with an arc length of 508.37 feet, with a chord bearing of S73°58'52"E, with a chord length of 507.00 feet;

Thence through a reverse curve to the right having a radius of 118.00 feet, with a central angle of 86°27'28", with an arc length of 178.06 feet, with a chord bearing of S38°02'16"E, with a chord length of 161.64 feet;

Thence S05°11'28"W, a distance of 105.13 feet;

Thence through a curve to the right having a radius of 989.00 feet, with a central angle of 18°07'30", with an arc length of 312.86 feet, with a chord bearing of S14°15'13"W, with a chord length of 311.56 feet;

Thence S23°18'58"W, a distance of 229.91 feet;

Thence through a curve to the left having a radius of 472.00 feet, with a central angle of 09°06'26", with an arc length of 75.02 feet, with a chord bearing of S18°45'45"W, with a chord length of 74.95 feet;

Thence through a reverse curve to the right having a radius of 98.00 feet, with a central angle of 60°43'51", with an arc length of 103.88 feet, with a chord bearing of S44°34'28"W, with a chord length of 99.08 feet;

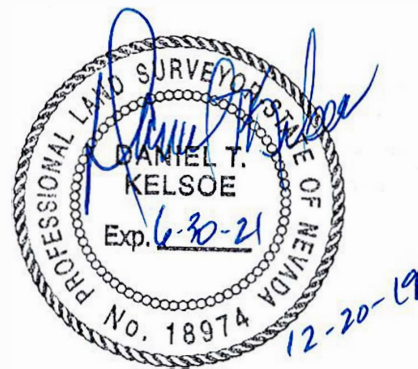
Thence through a reverse curve to the left having a radius of 98.00 feet, with a central angle of 81°46'51", with an arc length of 139.88 feet, with a chord bearing of S34°02'58"W, with a chord length of 128.30 feet;

Thence through a reverse curve to the right having a radius of 398.00 feet, with a central angle of 30°09'26", with an arc length of 209.48 feet, with a chord bearing of S08°14'15"W, with a chord length of 207.07 feet;

Thence S23°18'58"W, a distance of 448.46 feet;

Thence N66°41'02"W, a distance of 1278.90 feet, to the point of beginning,

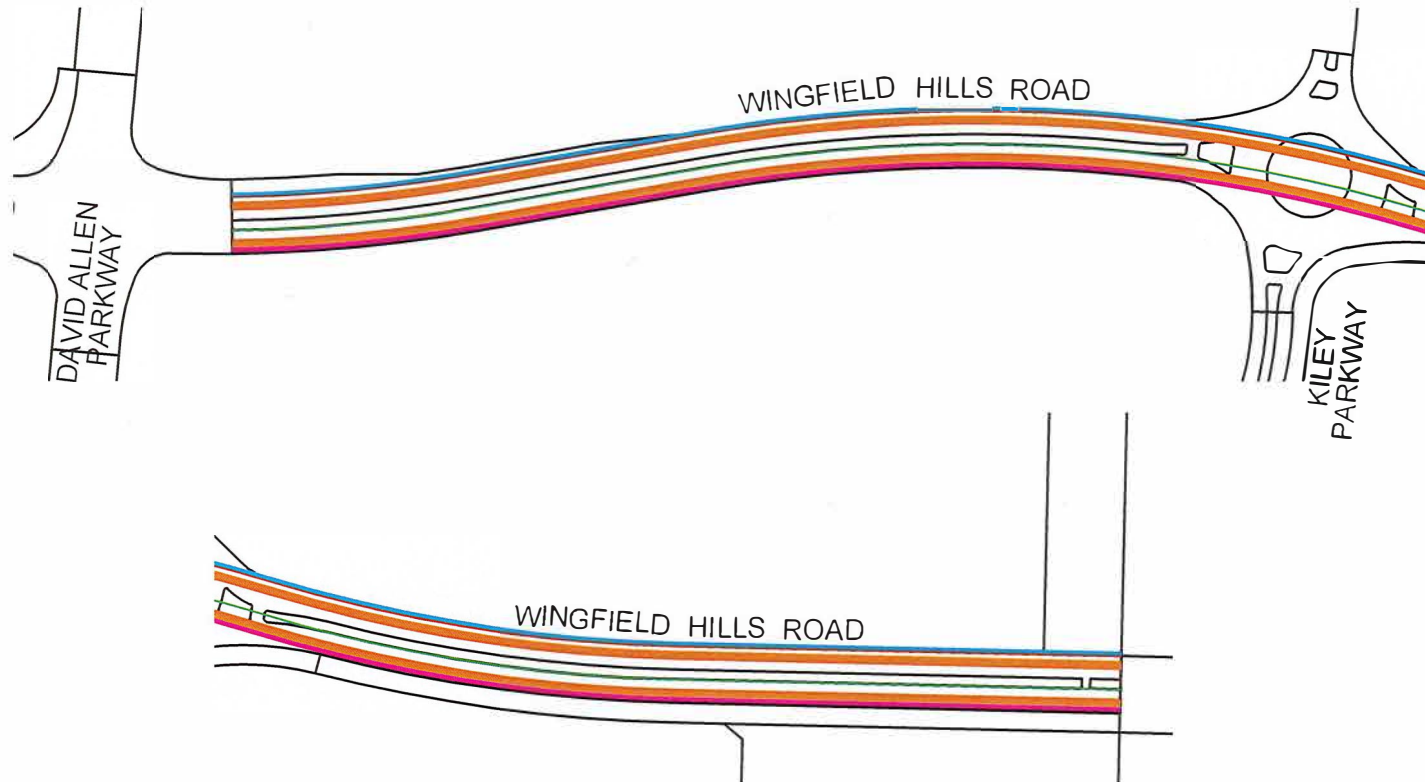
Containing: 46.55 acres, more or less



Prepared by:
Christy Corporation
Sparks, Nevada
89436
775.502.8852

EXHIBIT "C"

Offered Improvements Application/Submittals



QUANTITIES OF OFFSET ELIGIBLE IMPROVEMENTS:

ITEM:

- MEDIAN CURB W/ BASE
- 5' SIDEWALK W/ BASE
- CURB AND GUTTER W/ BASE
- AC PAVEMENT W/ BASE (TRAVEL LANES)
- AC PAVEMENT W/ BASE (BIKE LANE)
- ROW WIDTH
- STORM DRAIN PERCENTAGE OF TOTAL
- SIGNAGE/STRIPING/TRAFFIC SIGNAL
- LAND

UNIT QTY:

2,670± LF
 13,350± SF
 2,670± LF
 58,740± SF
 13,350± SF
 197,580± SF



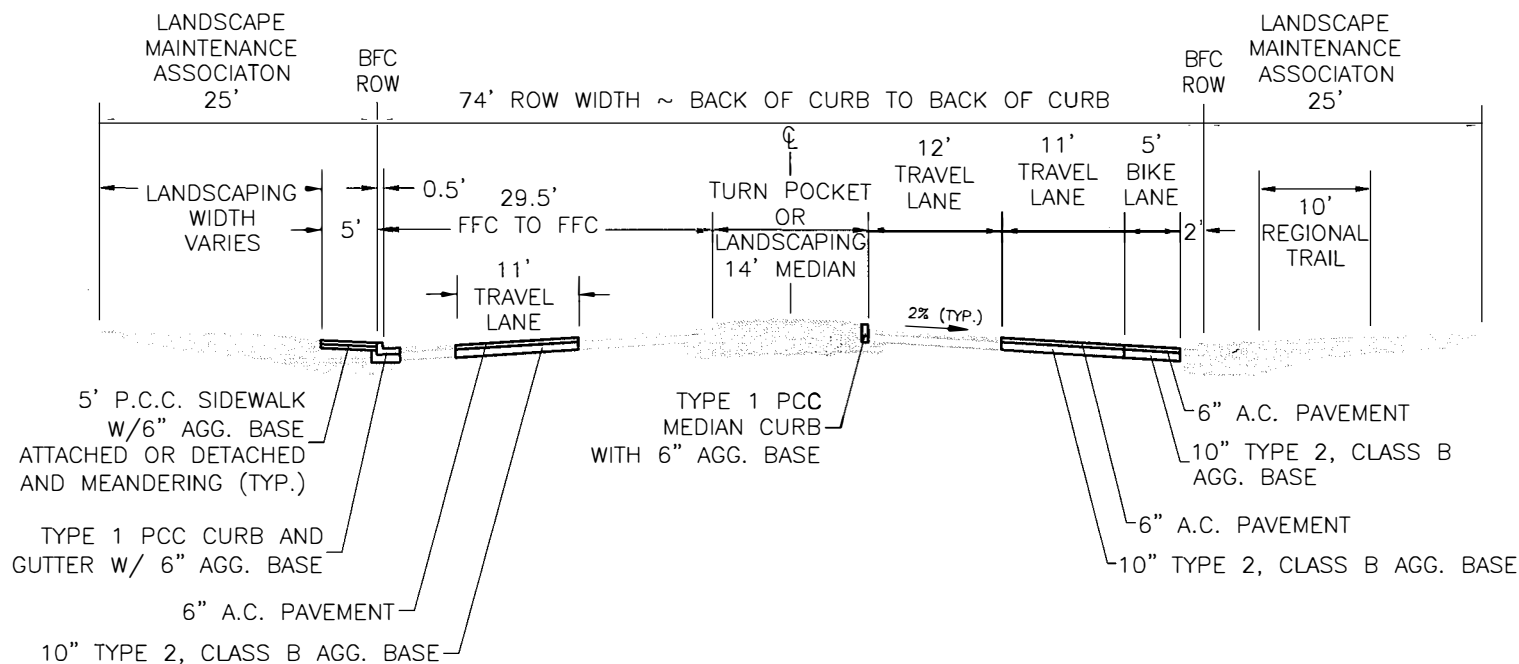
NOT TO SCALE



CHRISTY
 CORPORATION

1000 Kiley Pkwy | Sparks Nevada 89436
 ■ 775.502.8552 ■ christynv.com

EXHIBIT FOR
 WINGFIELD HILLS ROAD
 OFFSET ELIGIBLE IMPROVEMENTS



WINGFIELD HILLS ROAD

NOT TO SCALE

RTC OFFSET ELIGIBLE IMPROVEMENTS:

THE TOTAL CENTERLINE LENGTH OF THE WINGFIELD HILLS ROAD IMPROVEMENTS IS 2670'. THE FOLLOWING DESCRIBES THE RTC CREDIBLE IMPROVEMENTS (SHOWN ABOVE).

- GRADING
- ONE 11' LANE, EACH SIDE OF ROADWAY
- ONE 5' BIKE LANE
- ONE SIDE OF MEDIAN CURB W/BASE
- ONE SIDE OF CURB AND GUTTER W/BASE
- ONE SIDE OF SIDEWALK W/BASE
- LAND
- STORM DRAIN PERCENTAGE OF TOTAL
- SIGNAGE/STRIPING/TRAFFIC SIGNAL

CHRISTY

CORPORATION

1000 Kiley Pkwy | Sparks Nevada 89436

775.502.8552 christynv.com

EXHIBIT FOR
WINGFIELD HILLS ROAD
CROSS SECTION



**Kiley Ranch North
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

December 20, 2019

Scott Christy, P.E.
KM2 Development Inc.
1000 Kiley Parkway
Sparks, NV 89436

Subject: Letter of Approval for Regional Road Impact Fee Waivers

Dear Scott,

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.
City of Sparks RRIF Administrator

BS/JDM

Cc:

File: RRIF Offset Agreement # 513004

EXHIBIT “E”

QA/QC and RTC Special Technical Specifications

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

EXHIBIT E

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.

EXHIBIT E

- 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.

EXHIBIT E

- 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.

EXHIBIT E

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.

EXHIBIT “F”
Standard Specifications

**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.

**Kiley Ranch North
Regional Road Impact Fee Offsets**

EXHIBIT "G"

RRIF Fee Schedule

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
(RRIF)**

6th Edition

**Effective
12/1/19**

An informational brochure
brought to you by the



www.rtcwashoe.com

EXHIBIT "H"

Interim RRIF Waivers
Not Applicable