

RTC EXHIBIT 1-E

**INTERLOCAL AGREEMENT PERMITTING CONSTRUCTION OF
SOUTHEAST CONNECTOR
ON THE TRUCKEE MEADOWS WATER RECLAMATION FACILITY**

This Agreement Permitting Construction of SouthEast Connector on the Truckee Meadows Water Reclamation Facility (the "Agreement") is made this 26 day of November, 2013 by and between the Regional Transportation Commission of Washoe County ("RTC"), the City of Reno, Nevada ("Reno") and the City of Sparks ("Sparks").

RECITALS

This Agreement is made with reference to the following facts:

A. The RTC has planned and will construct the SouthEast Connector, a high-access control arterial roadway to be constructed between the intersection of Veteran's Parkway and South Meadows Parkway to the south, north to the intersection of Greg Street and Sparks Boulevard.

B. The SouthEast Connector is a part of the Regional Transportation Plan approved by the RTC Board on November 21, 2008, followed by a Federal Conformity Determination on July 21, 2009, and approval by the Regional Planning Commission on September 14, 2009.

C. The SouthEast Connector Project has been approved by the RTC, Sparks, Reno and Washoe County as part of the RTC's sales tax street and highway program of projects, fuel tax street and highway program of projects and the program of projects for the Regional Road Impact Fee by reason of two Interlocal Agreements, one executed on November 13, 2007, and one executed on November 10, 2009 (the Program of Projects "POP Agreements"), each of which authorizes the RTC to proceed with those projects and to pay project costs from the Regional Street and Highway Fund, the Regional Road Impact Fee Fund or the Transportation Sales Tax Fund.

D. The Truckee Meadows Water Reclamation Facility ("TMWRF") is a sewerage treatment plant jointly owned by Reno and Sparks located on 247.44+/- acres of land, a depiction of which is attached hereto as Exhibit "A" (the "TMWRF Parcel").

E. The SouthEast Connector Phase I project, RTC Project Number 532011 and Public Works Project Number WA-2013-036 from Greg Street to South of Cleanwater Way, hereafter "Southeast Connector Phase I project", will occupy the TMWRF parcel, will take approximately 58.46 acres of land of the TMWRF Parcel more particularly described in Exhibit "B" attached hereto,)

F. The alignment of the SouthEast Connector Phase I project, will affect the current use of and access to the entire TMWRF parcel. The SouthEast Connector Phase I project will further affect existing sewer and effluent reuse lines and access to those lines.

G. The construction of the SouthEast Connector Phase I project through TMWRF parcel will require relocation of existing effluent reuse mainlines, stubs, and access points. The sewage pump around will be utilized by Reno and Sparks to complete projects at the TMWRF facility.

H. The construction of the SouthEast Connector Phase I project through TMWRF parcel will require reinforcement lining of sewer interceptor segments. Sewer interceptor segments designated for lining are shown on Exhibit "C" attached hereto.

I. By this Agreement, the RTC acquires rights, subject to Reno and Sparks permitting requirements, to construct the SouthEast Connector Phase I project on the TMWRF property from Reno and Sparks; this Agreement does not allocate to Reno or Sparks any responsibilities for letting construction or other necessary contracts, contract administration, supervision or the inspection or the performance of any work on the SouthEast Connector Phase I project but all work to construct the SouthEast Connector Phase I project shall be contracted for, administered, supervised, inspected and performed by the RTC or its contractors and subcontractors.

J. Fee title to the TMWRF Parcel shall remain with Reno and Sparks.

NOW, THEREFORE, it is hereby agreed as follows:

1. The parties agree that all facts described in the Recitals above are true and correct and are incorporated herein as a part hereof. The parties hereto approve and authorize the RTC to, upon approval of this agreement and of the consideration described and as set forth herein to Reno and Sparks, proceed with the design and construction of the SouthEast Connector Phase I project on the TMWRF property, subject to the Cities' permitting processes. In connection with the foregoing activities, RTC, its employees, agents and contractors shall:

(a) coordinate with Reno and Sparks staff and use commercially reasonable efforts to minimize any and all disturbance disruption, interference or inconvenience to Reno and Sparks, its employees, agents, contractors, invitees, and users of TMWRF;

(b) coordinate with Reno's Public Works Environmental Engineering Manager, and Sparks' Utility Manager to provide shut-down (or temporary "turn-off") of the existing re-use system for performing connection to, or abandonment of existing pipeline, or other work as necessary. Shut-down will be limited on a temporary basis only and further limited to occur only between November 15 and March 15;

(c) make adequate provision for the safety and access of all persons affected thereby; and

(d) maintain access for all vehicles and equipment to conduct regular business to the TMWRF without delays and not restrict access to TMWRF.

(e) meet all terms and conditions of Truckee Meadows Structural Controls Design Manual, Updates and Errata as incorporated herein as if fully attached hereto.

(f) RTC may excavate up to approximately 300,000 cubic yards of material from the hill side east of the existing treatment plant. This material will be used for construction of the Southeast Connector Project. For removal of material, RTC shall be obligated to obtain a separate Special Use Permit from the City of Sparks. Any compensation due and owing for use of the excavated material shall be deemed paid in full with construction of the access road as described in 2a(iv).

2. Effective on the execution and delivery of this Agreement by the RTC and Reno and Sparks:

(a) the RTC shall be obligated to:

(i) reimburse Reno and Sparks for all costs pertaining to the sewerage pump around and lining of pipe segments. The sewer interceptor segments eligible for reimbursement are 12028, 14123, 12030, 11126, 11127 and 11132 (Exhibit "C"). The reimbursement for lining of sewer interceptor pipe segments will be determined by actual costs but shall not exceed \$1,237,000. The reimbursement for sewerage pump around will include, but is not limited to set up, maintenance, and deconstruction. The payment to Reno by RTC of the pump around provision will not exceed \$900,000; the approximate layout of the pump around is depicted in attachment "D".

(ii) deposit a check payable to Reno's Sewer Enterprise Fund in the sum of \$500,000 which represents a portion of the estimated amount of work to be contracted, bid, and managed by Reno, as referenced in 2a(i) and reimburse for the remainder due and owing pursuant to invoices submitted by Reno to RTC.

(iii) reconstruct re-use lines in coordination with, and to the satisfaction of Reno and Sparks to re-establish utilization of re-use to the fullest extent possible.

(iv) construct a secondary access road to TMWRF within four years of this agreement to be owned operated and maintained by Reno and Sparks. The RTC may utilize the excavated material from the secondary access road if it is suitable for construction of the SouthEast Connector. The secondary access road will be an improved surface to include a base material, but excludes paving. The road will be constructed at or above a minimum elevation of the 1997 flood event for which water surfaces are defined in a set of maps "Truckee River Flood Project Ground Surface and Water Surface

Elevation Maps” on file with the Truckee River Flood Management Authority. The road will meet minimum secondary access standards for a subdivision, will clear all lateral obstructions by at least eighteen feet, will support legal axle loads, will not exceed eight percent grade, and will link TMWRF and the existing dirt access road running south of Clean Water Way. All environmental work including permitting, mitigation and/or remediation, necessary for the access road will be completed and secured by the Regional Transportation Commission. The RTC will secure the easements necessary to complete construction of this road. RTC will work with Reno and Sparks to determine the best alignment. A depiction of the secondary access road concept is attached as Exhibit “E”.

(v) RTC shall be obligated to include Southeast Connector Phase I improvements including roadway, shared use path, and bridge structure into their preventative, corrective, and rehabilitation maintenance program of projects.

3. By entering into this Agreement, the RTC shall be deemed to have fully compensated Reno and Sparks, and Reno and Sparks shall have no further claim for any of the following costs and damages:

(a) For the use of the property depicted in Exhibits “B” and “E,” and any related lost income claims, or claims for severance or relocation damages.

(b) Notwithstanding the foregoing, costs and damages do not include: (i) RTC’s acquisition of any additional real property not depicted on Exhibits “B” or “E;” (ii) environmental mitigation measures imposed by federal, state or local agencies designed to reduce the adverse environmental effects of the SouthEast Connector Phase I project or the access road.

4. All notices required by this Agreement must be given to each of the parties in care of the following people and at the following addresses, by email or U.S. Mail:

RTC: Jeffrey D. Hale, P.E., Engineering Director
Regional Transportation Commission
1105 Terminal Way, Suite 108
Reno, NV 89502
Email: jhale@rtcwashoe.com
Tel: 775/348-0171

Reno: John Flansberg
Public Works Department
P.O. Box 1900
Reno, NV 89505
Email: flansbergj@reno.gov
Tel: 775/657-4570

Sparks:

Neil Krutz
Deputy City Manager for Community Services
431 Prater Way,
Sparks, NV 89431
Email: nkrutz@cityofsparks.us
Tel: 775/353-2340

7. Subject to the limitations of NRS Chapter 41, each of the RTC and Reno and Sparks agree to indemnify, defend and hold harmless the other from and against any liability, including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, employees, contractors and agents arising out of the performance of this Agreement, including the design and construction of the SouthEast Connector. In no event shall Reno, Sparks or the RTC be obligated to indemnify the other party for the negligence of the other party's officers, employees, contractors or agents.

8. Reno and Sparks will work cooperatively with RTC to assist in coordinating the expeditious processing and consideration of all necessary permits, entitlements and approvals, if any are required by Reno and Sparks. RTC acknowledges that the execution of this Agreement by Reno or Sparks do not limit in any manner the discretion of Reno and Sparks in their approval process, and do not relieve the RTC from the obligation to obtain all necessary permits, entitlements and approvals for the construction of the SouthEast Connector project.

9. This Agreement shall be governed by the laws of the State of Nevada. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and that remainder shall be deemed in full force and effect.

-THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK-

10. This Agreement constitutes the entire contract between the parties with respect to the subject matter of this Agreement and it shall not be modified unless the modification is in writing and signed by all of the parties.

11. This Agreement shall not be construed to provide any person or entity who or which is not a party to this Agreement with any benefits or causes of action or obligate the parties to this Agreement to that entity or person who is not a party to this Agreement.

APPROVED AS TO LEGALITY AND FORM:

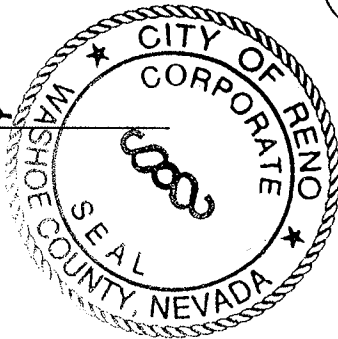
By: *John P. Fuler*
RTC LEGAL COUNSEL

Dated: _____

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

By: *Lee G. Gibson*
Lee G. Gibson, Executive Director

Dated: 12-12-12



CITY OF RENO, NEVADA

By: *Robert A. Cashell, Sr.*
Robert A. Cashell, Sr., Mayor

ATTEST:

By: *Jamett Jones*
RENO CITY CLERK

APPROVED AS TO FORM:

By: *Alan Baez-Rotte*
CITY ATTORNEY'S OFFICE

Dated: _____

CITY OF SPARKS, NEVADA

By: *Geno R. Martini*
Geno Martini, Mayor

ATTEST:

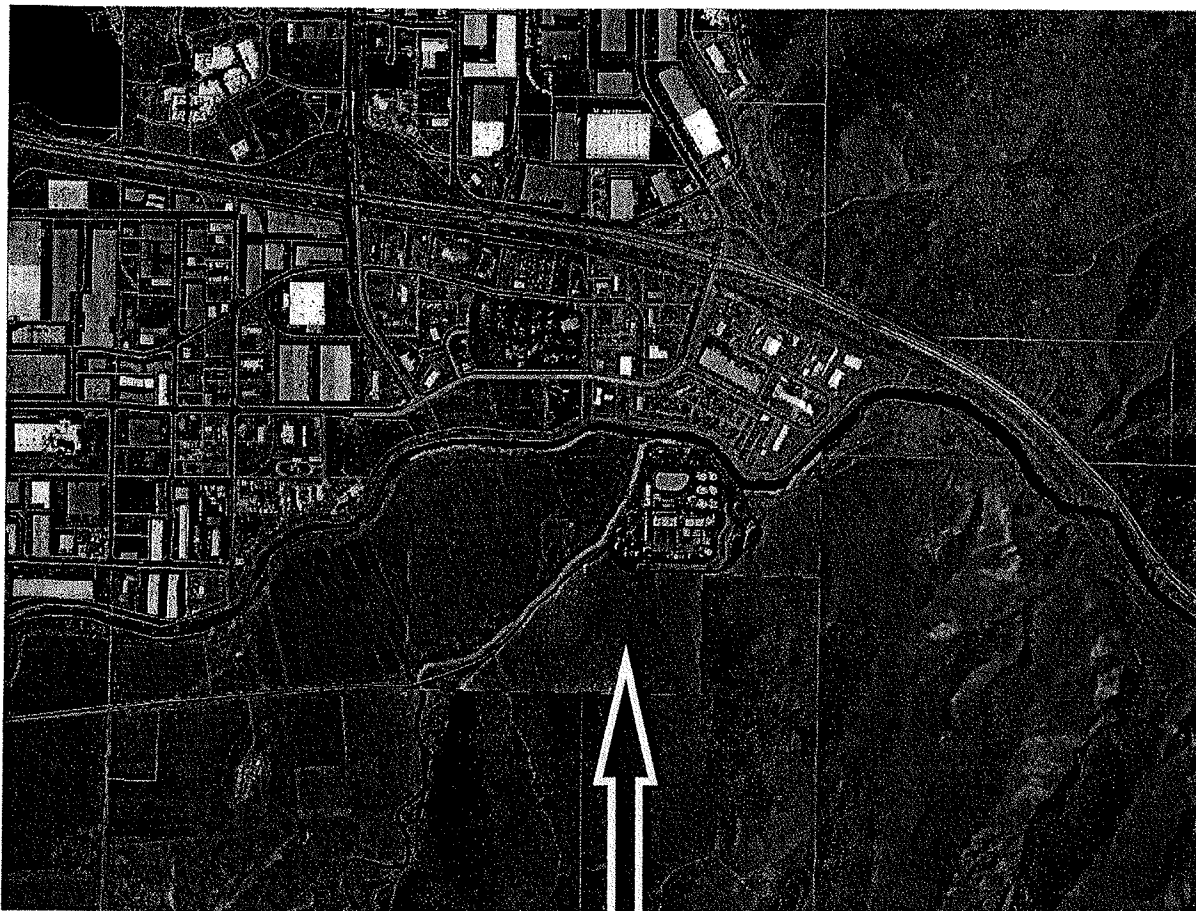
By: *Heidi Patterson*
SPARKS CITY CLERK



APPROVED AS TO FORM:

By: *Alan Baez-Rotte*
CITY ATTORNEY'S OFFICE

EXHIBIT "A"



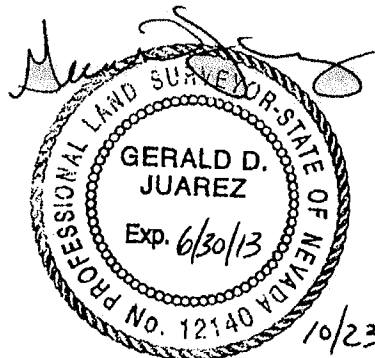
Reno-Sparks Jointly Owned Property
APN 021-020-02
Site Address: 8500 Clean Water Way,
Sparks, NV
Total Property Area= 247.42 Acres

EXHIBIT "B"

Stantec Consulting Inc.
6980 Sierra Center Parkway Suite 100
Reno NV 89511
Tel: (775) 850-0777 Fax: (775) 850-0787
stantec.com



Stantec



October 23, 2012
Project No. 180101205

Legal Description
REGIONAL TRANSPORTATION COMMISSION
RIGHT OF WAY WIDENING

OWNER: CITY OF RENO
AND CITY OF SPARKS
APN: 021-020-02

Being a portion of Parcel II as described in Document No. 389008 recorded July 16, 1963, Official records of Washoe County, Nevada, situate in a portion of the north one-half (N 1/2) of Section 14 and the south one-half (S 1/2) of Section 11, T19N, R20E, Mount Diablo Meridian, Washoe county, Nevada, more particularly described as follows:

BEGINNING at the southeast corner of Parcel 1 as shown on Record of Survey No. 4045 recorded March 6, 2002, Official Records of Washoe County, Nevada coincident with a point on the north right-of-way of Clean Water Way and a point on the west line of the aforementioned Parcel II;

Thence departing said right-of-way and along the west property line of said Parcel II, North 00°32'45" East, 643.36 feet;

Thence departing said west property line the following eight (8) courses;

1. North 26°37'40" East, 364.59 feet to the beginning of a non-tangent curve, a tangent line to said beginning bears North 29°21'36" East;
2. 307.60 feet along the arc of a 1815.00 foot radius curve to the left through a central angle of 09°42'37";
3. North 70°21'02" West, 15.00 feet along a radial line to the beginning of a curve;
4. 377.41 feet along the arc of a 1800.00 foot radius curve to the left through a central angle of 12°00'47";
5. South 82°21'49" East, along a radial line, 117.50 feet to the beginning of a non-tangent curve, a tangent line to said beginning bears North 07°38'11" East;

6. 541.41 feet along the arc of a 1917.50 foot radius curve to the left through a central angle of $16^{\circ}10'39''$ to the beginning of a compound curve;
7. 213.45 feet along the arc of a 1419.50 foot radius curve to the left through a central angle of $08^{\circ}36'56''$ to the beginning of a non-tangent curve, a tangent line to said beginning bears North $15^{\circ}29'09''$ West;
8. 317.77 feet along the arc of a 2103.72 foot radius curve through a central angle of $08^{\circ}39'17''$ to the southerly line of the Truckee River as shown on Record of Survey No. 1167, recorded April 18, 1978 as File No. 526613, Official Records of Washoe County, Nevada;

Thence easterly, along said southerly line the following eighteen (18) courses;

1. North $81^{\circ}37'22''$ East, 21.72 feet;
2. North $75^{\circ}11'15''$ East, 105.61 feet;
3. North $81^{\circ}28'09''$ East, 76.85 feet;
4. North $84^{\circ}23'35''$ East, 115.65 feet;
5. South $87^{\circ}07'36''$ East, 77.80 feet;
6. South $89^{\circ}38'00''$ East, 78.10 feet;
7. South $83^{\circ}00'53''$ East, 142.26 feet;
8. South $81^{\circ}03'43''$ East, 86.25 feet;
9. South $75^{\circ}13'32''$ East, 18.82 feet;
10. North $86^{\circ}30'15''$ East, 31.16 feet;
11. South $88^{\circ}49'46''$ East, 83.22 feet;
12. South $87^{\circ}39'43''$ East, 149.53 feet;
13. South $87^{\circ}24'32''$ East, 90.69 feet;
14. South $89^{\circ}03'46''$ East, 97.81 feet;
15. North $83^{\circ}31'16''$ East, 95.71 feet;
16. North $76^{\circ}52'52''$ East, 86.35 feet;
17. North $66^{\circ}36'44''$ East, 107.32 feet;
18. North $58^{\circ}46'45''$ East, 68.04 feet;

Thence departing said southerly line the following eight (8) courses;

1. South $23^{\circ}05'27''$ West, 431.69 feet;
2. South $21^{\circ}39'18''$ West, 371.82 feet;
3. South $22^{\circ}18'51''$ West, 316.54 feet;
4. South $23^{\circ}44'19''$ West, 195.82 feet;
5. South $24^{\circ}08'00''$ West, 198.51 feet;
6. South $24^{\circ}46'55''$ West, 286.98 feet;
7. South $25^{\circ}19'28''$ West, 270.66 feet;
8. South $30^{\circ}15'56''$ West, 1063.73 feet to the south line of the aforementioned Parcel II;

Thence along said south line North $88^{\circ}49'16''$ West, 473.59 feet to a point on the south right-of-way of Clean Water Way;

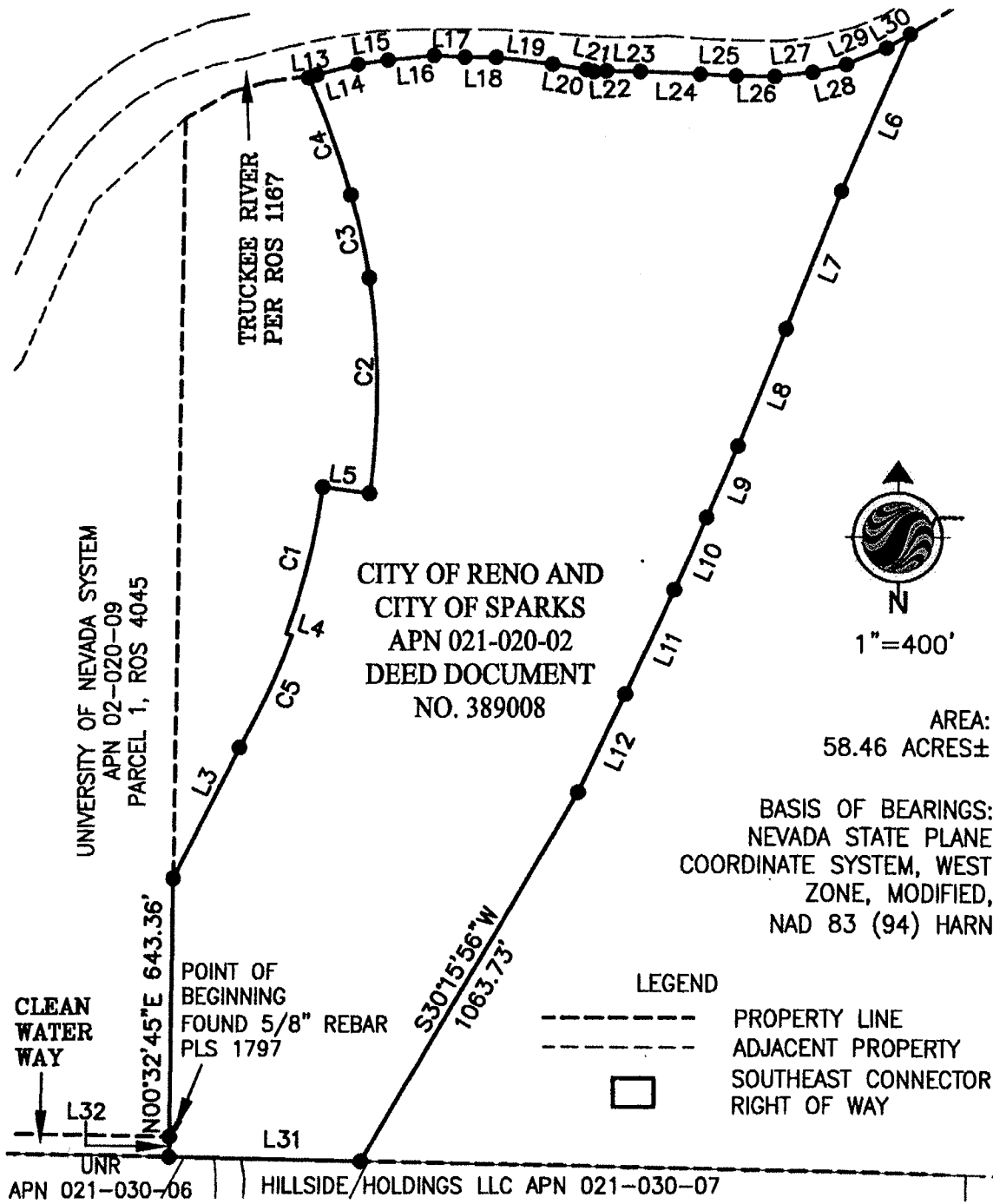
Thence departing said south right of way, North 00°32'45" East, 50.00 feet to the **POINT OF BEGINNING**.

Containing 58.46 acres of land, more or less.

NOTE: A field survey was not performed to establish the mean high water mark of the Truckee River. Dimensions along the south line of said Truckee River were taken from said Record of Survey No. 1167.

BASIS OF BEARINGS: NAD 83(94 HARN) Nevada State Plane Coordinate System, West Zone.

VA52804\active\180101205_21E1\report\Exhibits\Legal_Descriptions\APN_021-020-02_ROW.doc



ORIGINAL SHEET - ANSI A



Stantec

Stantec Consulting
 6980 Sierra Center Parkway, Suite 100
 Reno NV U.S.A.
 89511
 Tel. 775.850.0777
 Fax. 775.850.0787
 www.stantec.com

Client/Project
 RTC/SE CONNECTOR
 SEC.11&14,T19N,R20E,MDM
 SPARKS, NEVADA

Figure No.
 1.0

Title
EXHIBIT MAP-CITY OF RENO AND SPARKS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N/A	
L2	N/A	
L3	N26°37'40"E	364.59
L4	N70°21'02"W	15.00
L5	S82°21'49"E	117.50
L6	S23°05'27"W	404.32
L7	S21°39'18"W	371.82
L8	S22°18'51"W	316.54
L9	S23°44'19"W	195.82
L10	S24°08'00"W	198.51
L11	S24°46'55"W	286.98
L12	S25°19'28"W	270.66
L13	N81°37'22"E	21.72
L14	N75°11'15"E	105.61
L15	N81°28'09"E	76.85
L16	N84°23'35"E	115.65
L17	S87°07'36"E	77.80
L18	S89°38'00"E	78.10
L19	S83°00'53"E	142.26
L20	S81°03'43"E	86.25

L21	S75°13'32"E	18.82
L22	N86°30'15"E	31.16
L23	S88°49'46"E	83.22
L24	S87°39'43"E	149.53
L25	S87°24'32"E	90.69
L26	S89°03'46"E	97.81
L27	N83°31'16"E	95.71
L28	N76°52'52"E	86.35
L29	N66°36'44"E	107.32
L30	N58°46'45"E	68.04
L31	N88°49'16"W	473.59
L32	N00°32'45"E	50.00

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	377.41	1800.00	12°00'47"	
C2	541.41	1917.50	16°10'39"	N07°38'11"E
C3	213.45	1419.50	8°36'55"	
C4	317.77	2103.72	8°39'17"	N15°29'39"W
C5	307.60	1815.00	9°42'37"	N29°21'36"E



EXHIBIT "C"

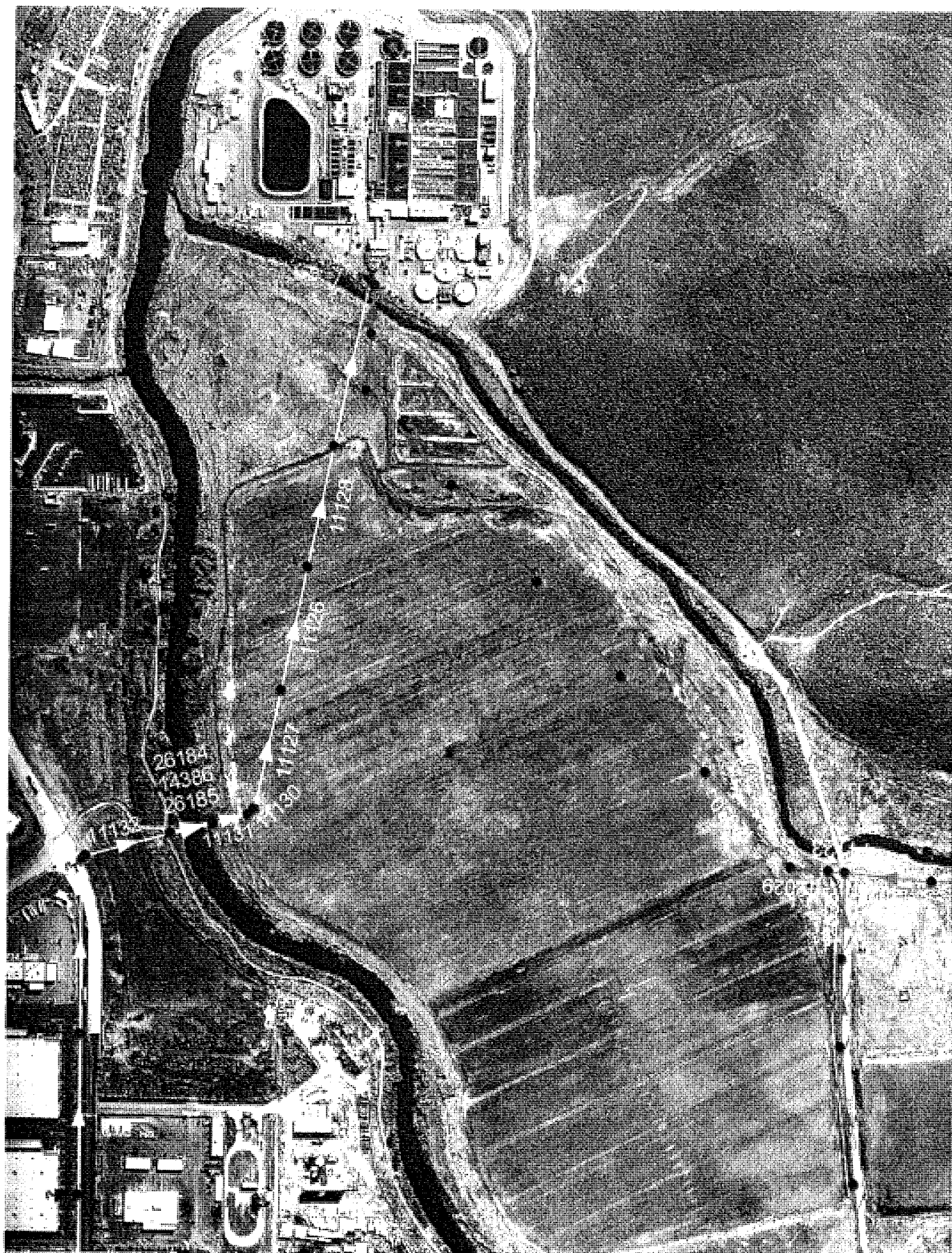


EXHIBIT "D"
CONCEPTUAL PUMP AROUND BYPASS

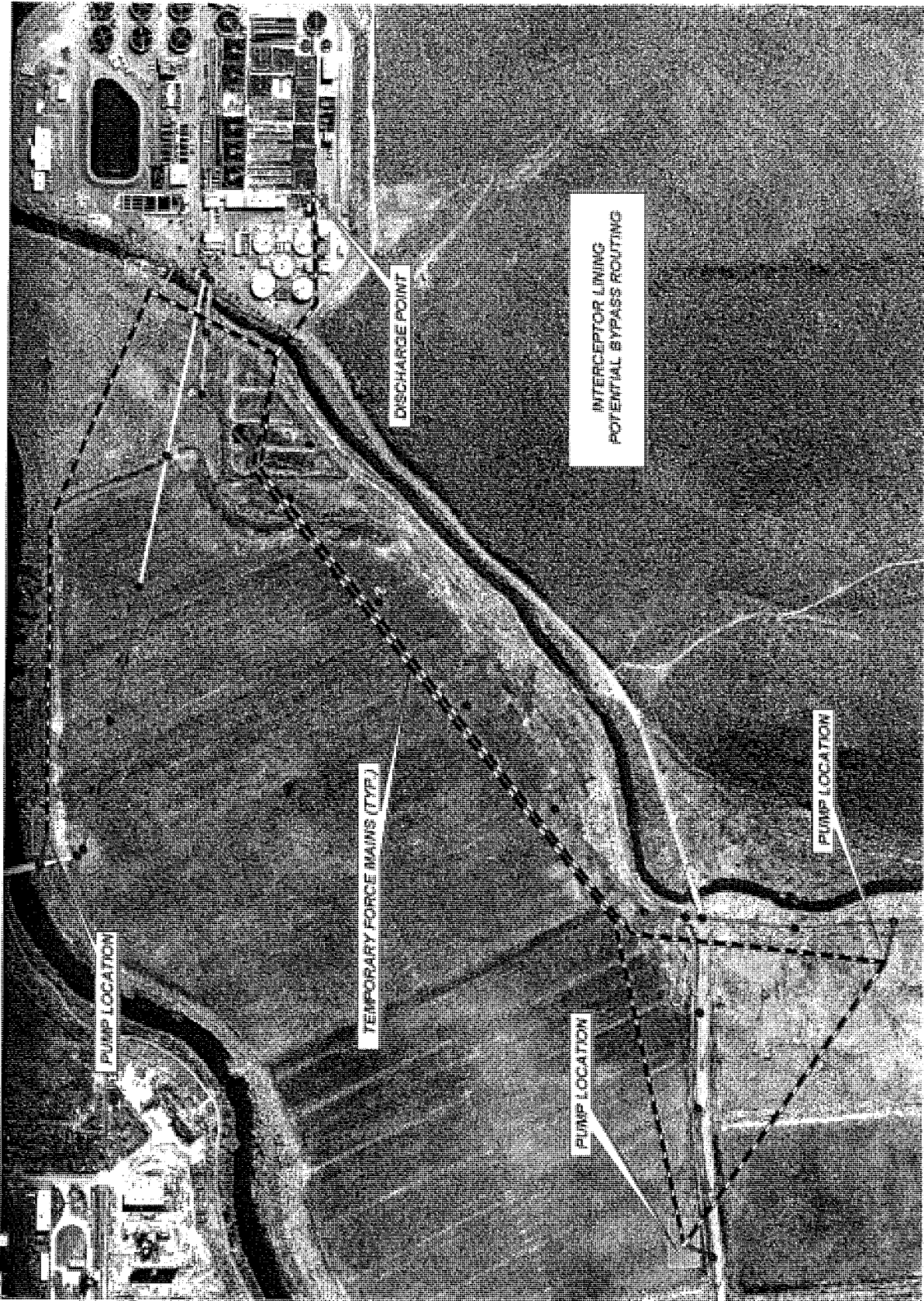


EXHIBIT "E"
CONCEPTUAL SECONDARY ACCESS
ROAD ALIGNMENT

