

BOARD OF REGENTS  
BRIEFING PAPER

1. **AGENDA ITEM TITLE:** University of Nevada, Reno- Amended and Restated Development Agreement, Redfield Campus (APN 144-070-21).

**MEETING DATE:** June 7-8, 2018

**2. BACKGROUND & POLICY CONTEXT OF ISSUE:**

**Background:** In 1996 the Nell J. Redfield Foundation (Redfield Foundation) gifted the Board of Regents of the Nevada System of Higher Education (Board of Regents) approximately 59 acres of prime property in south Reno for a proposed Redfield Campus, a co-located shared campus among UNR, TMCC and WNC (Exhibit 1). Since 1996 UNR has constructed and occupies one building on the Redfield Campus and TMCC has constructed and occupies two buildings. WNC has not constructed any buildings.

Per the 1996 Development Agreement the Board of Regents has up to 25 years to fully build-out the Redfield Campus Master Plan consisting of approximately 500,000 s.f. or else any remaining undeveloped land would revert to the Redfield Foundation (Exhibit 2). The 25-year build-out timeframe will expire in 2021. At present there is approximately 104,570 s.f. NSHE space constructed at the Redfield Campus and it is anticipated that another 50,000-100,000 s.f. may ultimately be built in the future, although it is unlikely any new facilities will be completed prior to the reversion date.

An alternative to the anticipated upcoming reversion of all NSHE undeveloped land in 2021 has been proposed by the Redfield Foundation (Exhibit 3). The proposed Amended and Restated Development Agreement 1) secures adequate undeveloped land directly adjacent to and to be part of the Campus (total Campus to consist of approximately 25.815+/- acres) for future UNR, TMCC, and WNC development without further reversion deadlines, and 2) in exchange, provides for the reconveyance of all other remaining land to the Redfield Foundation now (approximately 33.42 +/- acres). The proposed Amended and Restated Development Agreement was approved by the Redfield Campus Governing Board on April 27, 2018. Please find the executed Resolution from the Redfield Governing Board, approved by Presidents Johnson and Hilgersom attached as (Exhibit 4).

**Resolution:** The University of Nevada, Reno seeks Board of Regents approval of a Resolution authorizing the Chancellor, or his assignee, to execute the 1) Amended and Restated Development Agreement and any other associated Real Property Transfer documents after consultation with Business, Finance and Facilities Committee Chair and review by NSHE Legal Counsel (Exhibit 5).

**❑ SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:**

University of Nevada, Reno President Marc Johnson requests Board of Regents' approval to Amend and Restate the 1996 Development Agreement, Agreement of Covenants, Conditions and Establishment of Restrictions and Grants of Easement with the Nell J. Redfield Foundation for the Redfield Campus after consultation with Business, Finance and Facilities Committee Chair and review by NSHE General Counsel.

**4. IMPETUS (WHY NOW?):**

The Redfield Foundation has proposed this modification now to avoid an inevitable reversion in 2021 of all NSHE undeveloped Redfield Campus land, leaving no opportunity for future NSHE expansion at the Redfield Campus.

**5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:**

- Access (Increase participation in post-secondary education)
- Success (Increase student success)
- Close the Achievement Gap (Close the achievement gap among underserved student populations)
- Workforce (Collaboratively address the challenges of the workforce and industry education needs of Nevada)
- Research (Co-develop solutions to the critical issues facing 21<sup>st</sup> century Nevada and raise the overall research profile)
- Not Applicable to NSHE Strategic Plan Goals

**INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL**

As the Redfield Campus functions as a key satellite campus of UNR and TMCC, protecting adequate land for future expansion maintains opportunities for additional access, success, and workforce education opportunities in South Reno.

**6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:**

- Redfield Foundation is agreeable to this modification now.
- Avoids the inevitable reversion in 2021 of all NSHE undeveloped Redfield Campus land to the Redfield Foundation.
- The revised Redfield Campus footprint will be sufficient to meet the future space needs of UNR, TMCC and WNC in that area beyond 2021.
- The Redfield Foundation will waive all reversion rights for the revised Redfield Campus, protecting the 25.812 +/- acre campus for future NSHE growth.

**7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:**

None

**8. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:**

Not approve the revised Agreement and revert the entire unbuilt area in 2021.

**9. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:**

Approve

**10. COMPLIANCE WITH BOARD POLICY:**

- Consistent With Current Board Policy: Title # 4 Chapter # 10 Section # 1.9
- Amends Current Board Policy: Title # \_\_\_\_\_ Chapter # \_\_\_\_\_ Section # \_\_\_\_\_
- Amends Current Procedures & Guidelines Manual: Chapter # \_\_\_\_\_ Section # \_\_\_\_\_
- Other: \_\_\_\_\_
- Fiscal Impact: Yes \_\_\_\_\_ No X  
Explain: \_\_\_\_\_

**DEVELOPMENT AGREEMENT, AGREEMENT OF COVENANTS,  
CONDITIONS AND ESTABLISHMENT OF RESTRICTIONS  
AND GRANTS OF EASEMENTS**

This Development Agreement, Agreement Of Covenants, Conditions And Establishment Of Restrictions And Grants Of Easements ("Agreement") is made as of the 1<sup>ST</sup> day of DECEMBER, 1995, by and between Betty Alyce Jones, Helen Jeane Jones, Iris G. Brewerton, Kenneth G. Walker, and Gerald C. Smith, Trustees of The Nell J. Redfield Trust ("Trust"), The Nell J. Redfield Foundation, a non-profit corporation ("Foundation") ("herein jointly referred to as "Redfield") and the Board of Regents of the University and Community College System of Nevada on behalf of the University of Nevada ("Regents").

RECITALS

A. The Trust is the owner of a parcel of unimproved real property located in Washoe County, Nevada, more fully described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The Regents have expressed an interest in acquiring a portion of the Property consisting of approximately 60 acres and more fully described in Exhibit B attached hereto and incorporated herein by this reference (the "Campus Site").

C. Redfield has expressed a willingness to contribute the Campus Site to the Regents on the understanding that the Campus Site will be used solely for the purpose of constructing and

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operating a university campus facility and for any other purposes that may directly relate to the advancement of higher education.

D. In order to facilitate a transfer of the Campus Site to the Regents, the Trust is prepared to deed the Campus Site to the Foundation which will then transfer the Campus Site to the Regents by gift deed.

E. Redfield and the Regents desire that the Campus Site be transferred to the Regents subject to certain use restrictions and that the Campus Site be developed in accordance with a Site Plan attached hereto as Exhibit C and incorporated herein by reference, together with a Development Plan and a set of Architectural Guidelines which will be attached to this Agreement as exhibits when they have been completed and within certain time constraints and restrictions intended to ensure that the Campus Site be developed and fully utilized by the Regents on the terms and for the purposes contemplated by the parties.

F. Redfield desires to retain for itself, its successors and assigns, appropriate easements over, across and through the Campus Site for utility, vehicular and pedestrian access to those portions of the Property not included as part of the Campus Site (the "Additional Property").

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, Redfield and the Regents do hereby place certain conditions and restrictions on the transfer of the Campus Site which if not satisfied by the Regents within the time periods set forth hereinbelow, will cause the Campus Site to

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automatically revert to Redfield. Redfield and the Regents do hereby fix and establish for the benefit of each other, and their respective heirs, assigns, successors, mortgagees and tenants, certain easements, covenants, restrictions, servitudes, liens and charges (collectively "Restrictions") upon and subject to which the Campus Site and each part thereof shall be improved, maintained, held and operated.

The Restrictions shall be covenants running with the land pursuant to applicable law and shall run with title to each and every portion of the Property and shall inure to the benefit of and pass with each and every such portion and shall apply and bind the respective successors in interest thereof as mutual and reciprocal equitable servitudes in favor of the Property and each portion thereof.

1. TRANSFER OF CAMPUS SITE

1.1 The Regents, at the Regents' sole cost, shall employ CFA Planners and Engineers ("CFA"), 1150 Corporate Boulevard, Reno, Nevada 89502 to prepare a Site Plan (Exhibit C) and a Development Plan for the Campus Site together with appropriate applications requesting approval of a Parcel Map and a Special Use Permit (all such applications collectively referred to herein as "SUP") from Washoe County for development of a university campus and center for higher education.

1.2 When the SUP has been approved by Washoe County, the Trust will cause the Campus Site to be transferred to the Foundation and the Foundation will cause the Campus Site to be

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transferred to the Regents by appropriate gift deed with a right of reversion in the event that the provisions of this Agreement are not timely satisfied by the Regents or if, for any reason at a future time, the Regents elect to vacate the Campus Site or close the campus facility and/or discontinue its use as a facility for the advancement of learning and higher education.

2. GENERAL USE RESTRICTIONS

2.1 The Campus Site shall be used exclusively for educational purposes consistent with the operation of a campus of the University of Nevada and the construction, operation and maintenance of buildings and related facilities including vehicular parking areas, all as more fully described in this Agreement.

2.2 In furtherance of such use, the Regents shall construct and develop in accordance with the Site Plan and the Development Plan a campus of the University of Nevada to be named "University of Nevada, Reno Redfield Campus".

2.3 No portion of the Campus Site shall be used for any other purpose without the prior written consent of the Foundation.

3. PLAN OF DEVELOPMENT

3.1 The Campus Site shall be developed generally in accordance with the Development Plan and the Architectural Guidelines which will be attached hereto as exhibits when they have been completed.

3.2 The Regents shall be sole responsible for the cost to construct all necessary offsite infrastructure required to develop the Campus Site including but not limited to the following:



(a) Extension of Wedge Parkway from the Mt. Rose Highway to such point as it provides suitable access to the Additional Property and to the MacKay property which lies to the east of the Campus Site;

(b) Extension of the sewer interceptor to such location as will provide service to the Additional Property as well as the Campus Site;

(c) Extension of all other utilities to the Campus Site.

#### 4. BUILDING AREA

4.1 The construction, establishment and maintenance of buildings on the Campus Site shall be specifically confined and limited to the building areas as shown on the Site Plan and the Development Plan; provided however that the Advisory Committee referred to hereinbelow shall have the power and authority to make such changes to the Site Plan and/or Development Plan as it deems desirable to the long range development of the Campus Site.

4.2 No building or other structures shall be erected, placed, maintained or substantially altered on any part of the Campus Site until or unless the exterior appearance and coloring thereof, specifically including, but not limited to, elevations, height, design and location is consistent with the Architectural Guidelines which are being developed by the parties and which will be attached hereto as an exhibit when they become available.

#### 5. TIMETABLE FOR DEVELOPMENT

5.1 The Development Plan for the Campus Site approved by the Regents, Redfield provides for a minimum of 500,000 square feet of building area to be constructed over a period of twenty-five (25) years. Construction of the buildings and improvements shall be completed in phases in accordance with the Development Plan and the following timetable for development:

(a) Groundbreaking and commencement of construction on the initial building(s) on the Campus Site shall occur on or before December 31, 2000.

(b) At least fifty percent (50%) of the total approved building area shall have been completed within thirteen (13) years after recordation of the gift deed together with appropriate landscaping for the adjoining open areas and malls. If this timetable is met or exceeded by the Regents, then the Regents shall be deemed to have satisfied the timetable for development and Redfield's reversionary right shall be terminated.

(c) If the Regents fail to complete construction of at least fifty percent (50%) of the total approved building area together with appropriate landscaping for adjoining open areas and malls within thirteen (13) years after recordation of the gift deed, the Development Plan in its entirety, including all appropriate landscaping for the adjoining open areas and malls shall be completed within twenty-five (25) years after recordation of the gift deed.

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5.2 Any change in the established timetable for development of the Campus Site must be approved in advance by Redfield.

5.3 Should the Regents fail to meet or exceed this timetable for development, the undeveloped portion of the Campus Site shall, at the option of Redfield, revert to Redfield.

6. DEFAULT BY REGENTS

6.1 Failure by the Regents in the due, prompt and complete performance and observation of any of the terms of this Agreement and continuation of such failure for a period of six (6) months after written notice thereof from Redfield to the Regents, specifying the nature of such failure shall be deemed to be a default hereunder; provided, however, that the Regents shall not be deemed to be in default if the Regents commence the curing of such a default within such six-month period and thereafter prosecute the curing thereof with due diligence.

6.2 In the event of a breach of or default under this Agreement as defined above, or if the Regents abandon the Campus Site or discontinue their use of the Campus Site for educational purposes as more fully described above, Redfield may, at Redfield option and without limiting Redfield in the exercise of any right or remedy Redfield may have on account of such default and without any further demand or notice, recover possession of the Campus Site or such portions of the Campus Site as may remain undeveloped with or without process of law and remove all persons and property therefrom which property may be stored by Redfield at a warehouse

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or elsewhere, at the risk, expense and for the account of the Regents.

7. EXPRESS GRANTS OF EASEMENT

7.1 Redfield and the Regents each as grantor hereby grants to each other for the benefit of each other, their respective successors, assigns, tenants, subtenants, licensees, concessionaires, employees, agents, customers, visitors and invitees and the Property, the Campus Site and the Additional Property belonging to the others as grantees, reciprocal, non-exclusive and irrevocable easements for utilities and for vehicular and pedestrian ingress and egress over and across the property of each of the others in order to gain necessary access and to provide for the orderly development of the Property.

At such time as the requisite easements for utilities and vehicular and pedestrian ingress and egress over the Property are defined and located, specific easement grants will be completed and recorded to avoid unduly clouding the title of the respective properties.

7.2 Any alteration of the natural water drainage flow which may occur as a natural consequence of normal construction activities and the existence of improvements on the Property including the Campus Site and the Additional Property shall be permitted. There are hereby reserved to the Regents and to the Redfield its heirs, successors and assigns, easements in, over, under, across and through the property of each other to grade, establish and maintain drainage patterns and facilities for the

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benefit of the Property as a whole. Upon establishment and completion of such drainage patterns and facilities, all of the Property shall remain subject thereto.

8. ESCROW

8.1 This Agreement shall constitute escrow instructions and a copy hereof shall be deposited with the Escrow Holder for this purpose.

8.2 This escrow ("Escrow") shall be with Sher LeGault, Escrow Agent at First American Title Co. ("Escrow Holder"), 201 West Liberty, Reno, Nevada 89504.

8.3 Escrow shall be opened on the date on which a copy of this Agreement, properly executed by all parties, has been deposited with the Escrow Holder. Escrow Holder's receipt of a fully executed copy of this Agreement shall be evidenced by the dated signature of its escrow officer on the signature page of this Agreement.

8.4 Provided all the conditions to the Close of Escrow have been satisfied or waived as set forth in this Agreement and provided all public appeal periods have expired with respect to the county's approval of the SUP, the Escrow shall close not later than thirty (30) days following the date of the final county hearing at which the Regents are granted the SUP approval ("Close of Escrow") but in no event later than April 15, 1996 (the "Closing Date").

8.5 In addition to any other obligations contained in this Agreement, on or before the Close of Escrow, the Regents shall deposit with Escrow Holder:

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(a) All funds pursuant to subsection 8.10 below;

(b) All other documents required by this Agreement to be deposited by the Regents prior to the Close of Escrow.

8.6 In addition to any other obligations contained in this Agreement, on or before the Close of Escrow, Redfield shall deposit with Escrow Holder:

(a) Gift deed with a right of reversion ("Deed") conveying the Campus Site to the Regents;

(b) All other documents required by this Agreement to be deposited by Redfield prior to Close of Escrow.

8.7 Escrow shall not close unless and until:

(a) Both parties have deposited with Escrow Holder all sums and other documents required as provided hereinabove;

(b) Escrow Holder is prepared to issue the policy of title insurance described in Subsection 8.8 hereof;

(c) Escrow Holder shall be prepared to:

(i) Deliver to the Regents a fully executed non-foreign affidavit in form reasonably satisfactory to the Regents; and

(ii) File a Form 1099 reporting the transaction as agent for Redfield and the Regents.

8.8 The Regents shall provide Escrow Holder with a copy of the Regent's ALTA survey upon its completion, and prior to Close of Escrow, the Regents shall obtain written notification from Escrow Holder that Escrow Holder shall issue to the Regents at the Close of Escrow an ALTA owner's policy of title insurance in the

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amount of the agreed upon fair market value of the Campus Site subject only to current taxes, those documents recorded pursuant to this Agreement, any standard printed title company exceptions, any other title exceptions approved by the Regents hereunder as Permitted Exceptions, together with such endorsements as shall be reasonably satisfactory to the Regents including but not limited to zoning, public street access and survey endorsements, and any such endorsements required by the Regents shall be approved in writing by the Regents to Escrow Holder thirty (30) days prior to Close of Escrow. Escrow Holder is hereby instructed to deliver to the Regents at the Close of Escrow the approved ALTA owner's policy of title insurance in an amount equal to the agreed upon fair market value of the Campus Site with the policy to be dated the date of the Close of Escrow thereby ensuring the Regents hereunder as fee owner of the Property.

8.9 Upon receipt of written instructions from the Regents and Redfield and upon satisfaction or waiver of any contingencies specified herein, the Escrow Holder shall cause the Deed and this Agreement to be recorded in the office of the County Recorder of Washoe County, Nevada.

8.10 Real property taxes shall be prorated between the Regents and Redfield as of the Close of Escrow based upon the latest available tax information. Such prorations shall be based upon a thirty (30) day month and a three hundred sixty (360) day year.

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8.11 All costs including but not limited to the escrow fee, cost of the ALTA owner's policy of title insurance, documentary transfer taxes, recording fees, and the cost of any required ALTA survey shall be paid by the Regents.

9. DEVELOPMENT OF ADDITIONAL PROPERTY

9.1 The Regents have been fully advised and acknowledge that Redfield intends to sell the Additional Property for development purposes.

9.2 The Regents shall refrain from taking any action to oppose development on the Additional Property so long as such development is consistent with the underlying zoning and/or the constraints imposed upon the Additional Property by the Area Plan.

10. TERMINATION OF AGREEMENT

10.1 Should Washoe County for any reason refuse to approve the SUP filed by the Regents, this Agreement shall terminate and the parties hereto shall be released from any further obligations hereunder.

10.2 Should the Regents, for any reason elect not to proceed with the SUP, this Agreement shall terminate and the parties shall be released from any further obligations hereunder.

10.3 In the event that this Agreement is terminated as provided for herein, the Regents shall be responsible for all costs that may have been incurred including escrow fees.

11. GENERAL PROVISIONS

11.1 Time is of the essence of the Agreement and all of the terms, provisions and conditions hereof.

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11.2 In any action between the Regents and the Trust and the Foundation seeking enforcement of any of the terms and provisions of this Agreement, or in connection with any of the Property, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses not limited to taxable costs, and reasonable attorneys' fees.

11.3 All notices, requests, demands and other communications given or required to be given hereunder shall be in writing, duly addressed to the parties as follows:

If to the Trust at: The Nell J. Redfield Trust  
1755 E. Plumb Lane, Suite 212  
P.O. Box 61  
Reno, Nevada 89504  
Attention: Gerald C. Smith

If to the Foundation at: The Nell J. Redfield Foundation  
1755 E. Plumb Lane, Suite 212  
P.O. Box 61  
Reno, Nevada 89504  
Attention: Gerald C. Smith

If to the Regents at: The Board of Regents of the  
University and Community College  
System of Nevada  
2601 Enterprise Road  
Reno, Nevada 89512

If to Escrow at: Sher LeGault, Escrow Agent  
First American Title Company  
201 W. Liberty  
Reno, Nevada 89504  
(702) 688-4848

Any such notice sent by private mail carrier such as Federal Express or by certified mail, return-receipt requested, shall be deemed to have been duly given and received ninety-six (96) hours after the same is so addressed and mailed in Nevada with postage

pre-paid. Notice sent by any other manner shall be effective only upon actual receipt thereof by the addressee. Any party may change its address for purposes of this section by giving notice to the other party and to Escrow Holder as herein provided .

11.4 This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

11.5 This Agreement contains all of the agreements of Redfield and the Regents hereto with respect to the Property and the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment to this Agreement. Notwithstanding any provision contained in this Agreement to the contrary, this Agreement shall not be binding upon Redfield until such time as the Regents and Redfield have fully executed this Agreement.

11.6 The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

11.7 This Agreement has been drafted on the basis of mutual contributions of language and has been reviewed by all parties with their respective legal counsel, and it is not to be construed against any party hereto as having drafted this Agreement. If any paragraph, section, sentence, clause or phrase



contained in this Agreement shall become illegal, null or void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

11.8 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

11.9 Any portion of the Agreement not otherwise consummated at the Closing shall survive the Close of Escrow as a continuing agreement by and among the parties.

11.10 This Agreement shall enure to the benefit of and bind the parties hereto and their respective heirs, representatives and permitted successors and assigns.

IN WITNESS WHEREOF, Redfield and the Regents have fully executed this Agreement as of the date first above written.

THE NELL J. REDFIELD TRUST

By: Betty Alyce Jones  
Betty Alyce Jones, Trustee

By: Helen Jeanne Jones  
Helen Jeanne Jones, Trustee

By: Gerald C. Smith  
Gerald C. Smith, Trustee

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contained in this Agreement shall become illegal, null or void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

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IN WITNESS WHEREOF, Redfield and the Regents have fully executed this Agreement as of the date first above written.

THE NELL J. REDFIELD TRUST

By: Betty Alyce Jones, Trustee

By: Helen Jeane Jones, Trustee

By: Gerald C. Smith  
Gerald C. Smith, Trustee

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IN WITNESS WHEREOF, Redfield and the Regents have fully executed this Agreement as of the date first above written.

THE NELL J. REDFIELD TRUST

By: Betty Alyce Jones, Trustee

By: Helen Jeane Jones, Trustee

By: Gerald C. Smith, Trustee

THE NELL J. REDFIELD FOUNDATION

By: Gerald C. Smith

THE BOARD OF REGENTS OF THE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO

By: Joe Crowley, President

APPROVED: Richard S. Jarvis  
Richard S. Jarvis  
Chancellor 12.12.96

ESCROW HOLDER

FIRST AMERICAN TITLE COMPANY, a Nevada corporation hereby acknowledges receipt

By: Sher LeGault  
Escrow Officer

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LEGAL DESCRIPTION  
REDFIELD PROPERTY SOUTH  
OF MOUNT ROSE HIGHWAY

A portion of the S1/2 of Section 29, and the NE1/4 of Section 32, T.18N., R.20E., M.D.M., more particularly described as follows:

Beginning at the southwest corner of said Section 29; thence along the west line of said Section 29, N 00°26'27" E, 594.87 feet to a point on the south right-of-way of State Route 431;  
thence along said south right-of-way the following courses and distances:  
along the arc of a non-tangent 3075.00 foot radius curve to the left from a tangent bearing N 82°34'13" E through a central angle of 10°49'18" a distance of 580.79 feet;  
S 18°15'06" E, 25.00 feet;  
along the arc of a non-tangent 3100.00 foot radius curve to the left from a tangent bearing N 71°44'54" E through a central angle of 13°24'31" a distance of 725.48 feet;  
N 58°20'23" E, 697.92 feet;  
N 63°34'38" E, 602.52 feet;  
N 58°20'23" E, 430.90 feet;  
along the arc of a tangent 440.00 foot radius curve to the right through a central angle of 47°10'27" a distance of 362.27 feet to a point on the northerly boundary of Parcel B of Parcel Map 56;  
thence along the boundary of said Parcel Map 56 the following courses and distances:  
S 66°03'23" W, 325.62 feet;  
S 05°26'47" W, 296.67 feet;  
S 72°54'47" E, 511.06 feet to a point on the proposed westerly right-of-way of US 395;  
thence along said proposed westerly right-of-way of US 395 the following courses and distances:  
N 86°40'56" E, 41.54 feet;  
along said proposed along the arc of a non-tangent 3800.00 foot radius curve to the left from a tangent bearing S 03°19'04" E, through a central angle of 21°21'39" a distance of 1416.70 feet;  
S 24°40'43" E, 1399.82 feet;  
N 65°19'17" E, 100.00 feet;  
S 24°40'43" E, 341.11 feet;  
along the arc of a tangent 4800.00 foot radius curve to the right through a central angle of 14°22'32" a distance of 1204.34 feet to a point on the east-west centerline of said Section 32;  
thence along said east-west centerline of Section 32, N 88°55'48" W, 1320.46 feet, more or less, to a point on the easterly boundary of that patented mining claim conveyed to Raymond and Betty West, et al, by Document No. 1522140;  
thence along the boundary of said patented mining claim the following courses and distances:  
N 16°23'39" W, 233.12 feet, more or less;  
N 73°36'21" E, 600.00 feet, more or less;

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N 16°23'39" W, 1500.00 feet, more or less;  
S 73°36'21" W, 600.00 feet, more or less;  
N 16°23'39" W, 750.00 feet, more or less;  
S 73°36'21" W, 147.23 feet, more or less, to a point on the north centerline of  
said Section 32;  
thence along said north-south centerline of Section 32, N 00°00'00" E, 345.53  
feet, more or less, to the north quarter of said Section 32;  
thence along the north line of said Section 32, N 89°58'05" W, 2644.49 feet to  
the point of beginning.

Containing 146.5 acres of land, more or less.

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LEGAL DESCRIPTION

A parcel of land situate within the South one-half of Section 29, T18N, R20E, MDM; more particularly described as follows:

Beginning at the south one quarter corner of said Section 29; thence along the south line of Section 29, N 89°57'47" W, 1954.95 feet;  
thence along the arc of a non-tangent 690.00 foot radius curve to the left from a tangent bearing N 70°25'55" E, through a central angle of 20°26'34" a distance of 246.19 feet;  
thence S 40°00'39" E, 0.63 feet;  
thence along the arc of a tangent 200.00 foot radius curve to the left through a central angle of 02°41'05" a distance of 9.37 feet;  
thence along the arc of a non-tangent 700.00 foot radius curve to the left from a tangent bearing N 49°58'17" E, through a central angle of 18°04'33" a distance of 220.84 feet to a point of compound curvature;  
thence along the arc of a tangent 2350.00 foot radius curve to the left through a central angle of 07°36'00" a distance of 311.72 feet to a point of compound curvature;  
thence along the arc of a tangent 480.00 foot radius curve to the left through a central angle of 47°00'44" a distance of 393.85 feet to a point of reverse curvature;  
thence along the arc of a tangent 50.00 foot radius curve to the right through a central angle of 81°15'31" a distance of 70.91 feet to a point on the southerly right-of-way line of State Route 431; thence along said southerly right-of-way line the following courses and distances:  
along the arc of a tangent 3100.00 foot radius curve to the left through a central angle of 00°12'07" a distance of 10.93 feet;  
N 58°20'23" E, 697.92 feet;  
N 63°34'38" E, 602.52 feet;  
N 58°20'23" E, 378.61 feet;  
thence S 31°39'37" E, 90.05 feet;  
thence S 05°27'31" W, 261.08 feet;  
thence S 72°53'11" E, 557.91 feet to a point on the westerly right-of-way line of U. S. 395;  
thence along said westerly right-of-way line the following courses and distances:  
N 86°43'25" E, 41.79 feet;  
on the arc of a non-tangent 3800.00 foot radius curve to the left from a tangent bearing S 03°19'04" E, through a central angle of 08°17'56" a distance of 550.41 feet;  
thence S 87°52'48" W, 564.79 feet;  
thence S 43°56'24" W, 216.02 feet;  
thence S 00°00'00" E, 620.00 feet to the point of beginning

Containing 59.36 acres feet of land, more or less.

BK 4 / 06 PG 0056

**STATEMENT OF INTENT**  
**Redfield Campus Advisory Committee and**  
**Joint Campus Uses**

1. Joint Campus Use

1.1. The University of Nevada, Reno Redfield Campus (Redfield Campus) will house educational programs associated with the University of Nevada, Reno, the Truckee Meadows Community College, and the Western Nevada Community College.

1.2. It is anticipated that the Redfield Campus will eventually contain at least 500,000 square feet of building space. UNR may reserve up to 50% of the space for its exclusive use. Other uses may be joint in nature (two or more institutions) or may be solely under the exclusive use of one institution. All buildings, whether built for joint or sole use, shall be constructed within the guidelines of the Redfield Campus Site Plan, Development Plan and the Architectural Guidelines as approved by the Washoe County Planning Commission.

1.3. If ownership of additional land, contiguous to the Redfield Campus, is secured by any of the current UCCSN institutions of higher education, it shall be incorporated into the Redfield Campus and fall within the purview of the Redfield Campus Advisory Committee.

1.4. To help maintain the cooperative spirit among the several participating institutions, the entrance sign to the campus and references to the Redfield Campus in the media shall refer to the joint-use nature of the campus. Individual building names will not carry an institutional designation.



2. Redfield Campus Advisory Committee

2.1. There will be established a Redfield Campus Advisory Committee (Advisory Committee) that reports to the President of the University of Nevada, Reno. Membership on the Committee shall be composed of six voting members, three from UNR (one of whom shall serve as the chair), one from TMCC, one from WNCC, and one from the Redfield Foundation. The Presidents of the respective community colleges shall appoint their respective Advisory Committee members.

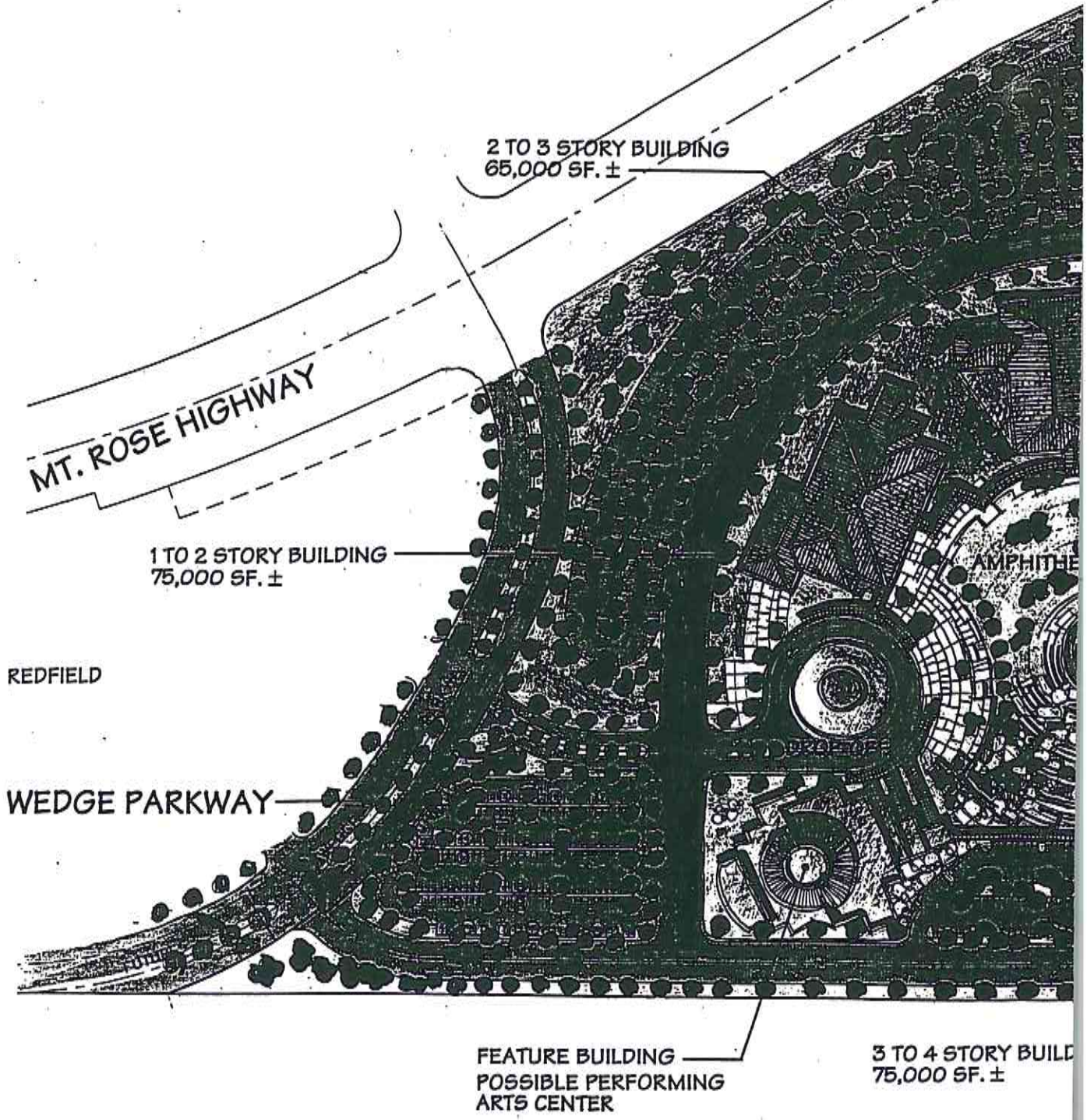
2.2. The Advisory Committee shall function to further the higher education goals of the University and Community College System of Nevada and its several institutions in north western Nevada. To help secure this goal, the purposes of the Committee shall be to make recommendations regarding (1) the development and management of the Redfield Campus physical plant, (2) the educational uses of the Redfield Campus and (3) other issues as assigned by the President of UNR.

2.3. Furthermore, the Advisory Committee shall investigate other joint-use campuses as may exist and develop and recommend useful policies and procedures relative to the Redfield Campus. These shall be contained in a policy manual.

BK 4706PG0058

# UNIVERSITY OF NEVADA ,RENO'S REDFIELD CAMPUS

TRUCKEE MEADOWS COMMUNITY COLLEGE  
WESTERN NEVADA COMMUNITY COLLEGE



BK 4706PG0059







Exhibit 2

*The Redfield Campus:*  
A Cooperative Campus for the 21<sup>st</sup> Century

**MASTER PLAN**

University of Nevada, Reno  
Truckee Meadows Community College  
Western Nevada Community College

**Draft: January 6, 1999**

*Redfield Campus*  
MASTER PLAN  
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*Redfield Campus*

**Management/Governance  
Master Plan**

**Chapter I**

Draft  
December 4, 1998



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# **Redfield Campus Management/Governance Master Plan**

## **Chapter I**

### **Section I. Introduction**

This plan is intended to establish the general management and governance policies of the Redfield Campus which is a joint venture among three institutions of the University and Community College System of Nevada (UCCSN). These institutions are the University of Nevada, Reno (UNR), Truckee Meadows Community College (TMCC), and Western Nevada Community College (WNCC).

#### **1.1 Previous Agreements**

The contract between the Redfield Foundation and the Board of Regents, dated December 5, 1995 and the Operating Agreement, dated September 19, 1996 between UNR, TMCC and WNCC will be used as guiding principles in all policy development and planning. In some instances the Governance Master Plan, amends and supercedes some aspects of the previous agreements. These documents are referenced herein and are included in total in the appendices.

#### **1.2 Companion Plans**

Companion plans include Chapter II, Instructional Programs Master Plan; Chapter III, Student Services Master Plan; and Chapter IV, Campus Facilities Master Plan. Collectively, they are the Redfield Campus Master Plan.

#### **1.3 General Understanding**

To the fullest extent possible, decisions affecting the Redfield Campus will be made on the basis of consultation and consensus among the three presidents (the Council of Presidents) and their delegated representatives. The Joint Management Council (JMC), the Redfield Campus Advisory Committee (RCAC), and the Redfield Campus Chief Operating Officer (COO) have duties and authorities as delineated in other parts of this document.

#### **1.4 Name and Name Use**

Although the legal name of the campus is the University of Nevada, Reno's Redfield Campus, the partners shall refer to the campus as the Redfield Campus in all official publications, whether spoken or written. The campus' entry sign shall carry the name Redfield Campus and the names of the three partners with THE UNIVERSITY OF NEVADA, RENO, as managing partner, listed first and the two community colleges

listed in alphabetical order. Each of the partners is free to describe the Redfield Campus as one of its branch campuses but will include a disclaimer to the effect that Redfield is a “cooperative campus of the University of Nevada, Reno, the Truckee Meadows Community College, and the Western Nevada Community College.”

## **Section II. Campus Vision and Mission Statement**

### **2.1 Redfield Campus Vision Statement**

The Redfield Campus will offer new instructional programs, complement existing ones, and enhance educational partnerships in northwestern Nevada. In doing so it will emphasize new and innovative programs that are currently unavailable or underdeveloped and programs--old and new--at multiple sites, programs that emphasize providing students what they need for their career development. The Campus will be a bridge to the community, providing quality lifelong learning opportunities in an easily accessible and welcoming environment. An additional component of the Campus will be outreach intended to help further the economic development of northwestern Nevada. A trademark of the Campus will be an advanced technological infrastructure providing computing, networking and distributed learning. Additionally, the campus will offer a venue for expanded community and cultural opportunities and events in northwestern Nevada.

### **2.2 Redfield Campus Mission Statement**

The Redfield Campus will provide an environment for the delivery of affordable, high quality educational, consultative and cultural opportunities that respond to the needs of the citizens of northwestern Nevada through the cooperative efforts of three Nevada public institutions of higher education. Educational courses and programs offered on the campus will reflect and enhance the mission statements of the three partner institutions.

### **2.3 Redfield Campus Goals**

- 2.3.1 Goal 1: Lifelong Learning. To provide high quality lifelong learning and enrichment opportunities.
- 2.3.1.1 Objective 1. Offer a full-range of developmental education courses and services.
  - 2.3.1.2 Objective 2. Offer courses leading to an associate degree.
  - 2.3.1.3 Objective 3. Offer vocational/technical courses and programs to prepare students for entry-level employment and upgrade skills and knowledge of those already employed.
  - 2.3.1.4 Objective 4. Offer courses leading to a baccalaureate degree.
  - 2.3.1.5 Objective 5. Offer post-baccalaureate courses and programs.
  - 2.3.1.6 Objective 6. Offer a wide-range of continuing education courses and services.



2.3.1.7 Objective 7. Continue to improve articulation and transfer agreements.

2.3.2 Goal 2: Partnerships. To encourage a wide variety of partnerships.

2.3.2.1 Objective 1. Maintain an effective relationship among the three partner institutions.

2.3.2.2 Objective 2. Develop partnerships with organizations located or operating in proximity of the campus.

2.3.2.3 Objective 3. Develop partnerships with organizations located or operating in northwestern Nevada.

2.3.3 Goal 3: Accessibility. To provide a campus that is inclusive.

2.3.3.1 Objective 1. Maintain a barrier free campus environment.

2.3.3.2 Objective 2. Provide auxiliary services for those with disabilities.

2.3.3.3 Objective 3. Provide courses, programs and services at times convenient for the Campus' student population.

2.3.4 Goal 4. Quality. To provide educational programs and services that are of the highest quality.

2.3.4.1 Objective 1. Develop a program of continuous quality improvement for services provided at the campus.

2.3.4.2 Objective 2. Develop quality indicators for educational programs offered at the campus.

2.3.4.3 Objective 3. Develop assessment measures for programs and services.

## **Section III. Campus Governance**

### **3.1 Provisions in the Operating Agreement**

The following provisions apply to the governance of the Redfield Campus and are included in the Operating Agreement.

3.1.1 The owner of the Redfield Campus land and managing partner of the campus is the University of Nevada, Reno.

3.1.2 The partners of the Redfield Campus are the University of Nevada, Reno, Truckee Meadows Community College, and Western Nevada Community College.

3.1.3 The Redfield Campus Advisory Committee (RCAC), constituted according to the contract between the UCCSN Board of Regents and the Redfield Foundation (and incorporated herein by reference), shall meet at least once each quarter to consider master plan issues including, but not limited to, the siting of new buildings, infrastructural needs, architectural standards, and the

coordination of capital requests and plans. The RCAC reports to the Chief Operating Officer (COO) of the Redfield Campus.

3.1.4 A Joint Management Committee (JMC) composed of representatives from the three partner institutions shall:

3.1.4.1 Meet with the Redfield Campus COO at least monthly to provide consultation to UNR about joint operational issues.

3.1.4.2 Determine the schedule of instructional space in consultation with the COO.

3.1.4.3 Prepare and present budgets for the appropriation area.

3.1.4.4 Serve as their respective institution's academic officers for the Redfield Campus.

3.1.4.5 Make recommendations to the Presidents' Council about any and all aspects of the Redfield Campus.

3.1.5 Areas of disagreement, where consensus cannot be reached, will be referred to the Council of Presidents which shall meet together with the COO as necessary.

3.1.6 The institutional presidents shall meet with the RCAC and the JMC at least once each year.

3.1.7 The managing partner's responsibilities will include:

3.1.7.1 Custodianship of the Redfield Campus' budget.

3.1.7.2 Facilities management including: janitorial, utilities, maintenance of buildings and grounds, parking, coordination of infrastructural issues, landscaping, campus computer network, electronic distance education facilities, road building and maintenance, sewer, utilities extensions, and other related areas.

3.1.7.3 Assignment and coordination of space as detailed in Section V, Campus Governance and Facilities.

3.1.7.4 Coordination of services, as needed, from Business Center North.

3.1.7.5 Student Information System integration with institutional systems.

3.1.7.6 Triage advising.

3.1.7.7 Child care services.

3.1.7.8 Health services.

3.1.7.9 Computing environment, including general use instructional computing labs.

3.1.7.10 Publication of a Redfield Campus class schedule.

3.1.7.11 Bookstore.

3.1.7.12 Student Union.

3.1.7.13 Food services.

3.1.7.14 Library and information services.

3.1.7.15 Campus security and safety.

3.1.7.16 Other services as negotiated.

### 3.1.8 Operating surplus

If any financially self-supporting activities listed above generate a financial surplus in its annual activities, the surplus funds will be used according to the stipulations in 4.1.1.8.

## 3.2 Other Provisions

- 3.2.1 The RCAC and JMC may establish standing and ad hoc committees as needed. Requests for the creation of a committee are made through the chair of the RCAC or JMC.
- 3.2.2 Redfield Campus policies and procedures must undergo broad review by Redfield Campus committees and the JMC. Final approval is given by a majority vote of the three presidents acting as the Presidents' Council.
- 3.2.3 All teaching, research or administrative faculty assigned to the Redfield Campus, either full- or part-time, shall be resident faculty at one of the partner institutions.
- 3.2.4 Full- and part-time faculty assigned to the Redfield Campus shall be represented through the faculty senates and/or bargaining unit(s), as relevant, established at the resident institutions.

## Section IV. Campus Finances

### 4.1 Provisions in the Operating Agreement

The following provisions apply to the finances of the Redfield Campus and are included in the Operating Agreement.

- 4.1.1 The costs associated with the Redfield Campus will be shared among the partners applying the following principles:
  - 4.1.1.1 The Redfield Campus will be established as a separate appropriation area within the UNR/UCCSN budget system.
  - 4.1.1.2 The JMC will prepare the biennial budget request for the COO who will present it to the Council of Presidents.
  - 4.1.1.3 The budget to support these costs (operating, personnel, equipment, and maintenance) shall be established biennially with annual revisions by the JMC so long as the Nevada State Legislature meets every two years.
  - 4.1.1.4 Formula funding associated with instruction shall be assigned to the partner's current instructional budgets according to the criteria contained in 4.2.2 below.



- 4.1.1.5 Formula funding associated with non-instructional operations shall be assigned to the Redfield Campus appropriation and shall be administered by the managing partner. A portion of such funds will be prorated back to the main campuses to cover costs generated by the Redfield Campus as recommended by the home institution business officers and the JMC to the Council of Presidents.
- 4.1.1.6 Any non-state funded costs assumed by the managing partner and approved by the JMC shall be split among the partners on a negotiated basis and shall be administered out of a designated Redfield Campus account.
- 4.1.1.7 Tuition and Fees:
  - 4.1.1.7.1 Registration fees for FTE generating classes will be held in escrow and returned to the partner's state general funds as mandated in 4.2.2 below.
  - 4.1.1.7.2 The remainder of the non-appropriated registration fee will be held by the managing partner to be used on the Redfield Campus according to inter-institutional agreements.
  - 4.1.1.7.3 Special class fees (lab fees, etc.) will be held by the managing partner in a designated account to be used on the Redfield Campus in support of similar classes consistent with Board of Regents' policy.
- 4.1.1.8 Other fees generated by the Redfield Campus, including surplus funds generated from auxiliary enterprises identified in section 3.1.8 above, will be retained by the managing partner to fund items in the following priority order: 1) shortfalls in other Redfield budgets, 2) critical needs as recommended by the home institution business officers and the JMC.

## 4.2 Other Provisions

- 4.2.1 Course registration fees at the Redfield Campus will be the same as those charged on the home campus of the institution offering the course unless otherwise recommended by the JMC and approved by the Council of Presidents. Course fees for financially self-supporting courses or consultations may vary as provided for in Board of Regents' policies.
- 4.2.2 Conditions included in the Chancellor's Memorandum of Understanding dated July 13, 1998.
  - 4.2.2.1 Selection of lower-division courses to be offered by each institution each semester will be determined by consultation and mutual agreement of the JMC.

- 4.2.2.2 Lower division students enrolling in courses offered at the Redfield Campus will be identified by their resident postal zip codes at their time of registration each semester.
- 4.2.2.3 Zip codes will be assigned to TMCC and WNCC as follows: 89451, 89704, 89511, all zip code areas in the Reno-Sparks urban area, and all areas to the north to TMCC; 89703, 89706, 89440 and all areas to the south to WNCC.
- 4.2.2.4 These zip code assignments are specific to the operation at the Redfield Campus, and apart from the enrollment accounting defined in this MOU, do not supplant or modify any pre-existing service-area policies and practices approved by the Board of Regents.
- 4.2.2.5 The following reciprocity formula will be used to apportion the FTE workload generated in TMCC and WNCC courses between the two colleges (subject to the minimum workload guarantee defined in item 4.2.2.6 below). To determine the student FTE workload for college 'x', multiply the total student FTE generated in all courses offered by the two colleges combined by the ratio  $R_x$ , where

$$R_x = (R_s + R_f)/2$$

and where

$x$  represents TMCC or WNCC;  $R_s$  is the ratio of student FTE generated by students from the zip code areas assigned to college 'x' as a proportion of total student enrollment in courses offered by TMCC or WNCC; and  $R_f$  is the ratio of faculty FTE assigned by college 'x' as a proportion of the total faculty FTE assigned by both colleges.

- 4.2.2.6 WNCC is guaranteed no less than 20% of the lower division student FTE workload generated in courses offered by WNCC and TMCC combined for the first three years of operation of the Redfield Campus.
  - 4.2.2.7 UNR will offer selected lower division courses at the Redfield Campus during the first three years of its operation. It is the intent of UNR to phase down its lower division offerings during this time period and to cease offering lower division courses thereafter except under extraordinary circumstances as agreed to by the Council of Presidents.
  - 4.2.2.8 The Council of Presidents agrees to examine the operation and impact of these provisions prior to the end of the first three years of operation of the Redfield Campus and to make whatever changes they agree are appropriate.
- 4.2.3 For the time period in which UNR offers lower division courses, the JMC will construct a policy, approved by the Council of Presidents, to provide for the offering of such courses that has the following aims:
- 4.2.3.1 A course schedule of lower division transfer courses at Redfield that charges identical tuition.



4.2.3.2 A methodology of splitting FTE among the partners that is driven by the proportion of instructional costs assumed by each partner and by the specific provisions in the Chancellor's MOU (4.2.2) above.

4.2.4 There will be a unified lab fee charged on a per credit basis to all students taking academic credit classes at Redfield and placed in an account under the management of the COO.

4.2.4.1 The JMC will apportion fees as necessary to support the costs of labs at Redfield.

4.2.4.2 Students taking non-credit classes may be charged a lab fee as deemed appropriate by the JMC.

## **Section V. Campus Governance and Facilities**

### **5.1 Provisions in the Operating Agreement**

The following provisions apply to the facilities of the Redfield Campus and are included in the Operating Agreement.

5.1.1 All buildings will be designed and built according to the Special Use Permit and Development Standards Handbook approved and filed with Washoe County.

5.1.2 Buildings may be of two types as specified in the contract between the Board of Regents and the Redfield Foundation:

5.1.2.1 Any building constructed all or in part with Nevada public funds shall be jointly occupied by the three institutions.

5.1.2.2 Any building built entirely with non-Nevada public funds may be occupied solely by the institution(s) securing the funds.

5.1.3 In those cases where a building or part of a building is erected entirely by one partner, 100 percent of the costs of construction, including water rights acquisitions, infrastructural hookups, extensions, parking lots expansions, equipment, furniture, etc. will be borne by that partner.

5.1.4 Assignment of space to the partners of the Redfield Campus will be as follows:

5.1.4.1 There will be three kinds of designed space: common, institutional, and classroom.

5.1.4.2 Space in buildings, or part of buildings built exclusively by one partner, subject to the terms of the contract between the Board of Regents and the Redfield Foundation, shall be managed by the managing partner on the same basis as all other buildings, but space in



it will be assigned at the discretion of the single institution. The managing partner, however, will assign unused classrooms with the consultation of the JMC using the same academic schedule as other classrooms in jointly occupied buildings at the Redfield Campus.

5.1.4.3 Space in jointly occupied buildings will be assigned by the managing partner after consultation with the JMC.

5.1.4.3.1 Common Space. Student space and space for the managing partner's functions identified within this Agreement is termed common space.

5.1.4.3.2 Institutional Space. Administrative, faculty, and research space that is specific to one of the three institutions, shall be designated as institutional space and consolidated as much as is practicable and functional.

5.1.4.3.3 At the beginning of each calendar year the COO, in consultation with the JMC, shall assign classrooms to the institutions on the basis of previous use and anticipated use during the next academic year.

5.1.4.3.4 Once the schedule is set for a particular semester, the assignment of any unused classrooms, whether they are in single-institution or jointly occupied buildings, shall be done by the COO in consultation with the JMC.

## 5.2 Other Provisions

See below in Chapter IV, *Facilities Master Plan* for additional information about governance and facilities.

## Section VI. Campus Governance and Instructional Programs

### 6.1 Provisions in the Operating Agreement

The following provisions apply to the instructional programs at the Redfield Campus and are included in the Operating Agreement.

6.1.1 Each institution's representative on the JMC will serve as that institution's academic officer for the Redfield Campus.

6.1.2 Institutional programs offered at the Redfield Campus may be offered either cooperatively by more than one institution or by a single institution.

- 6.1.3 All academic programs at the Redfield Campus will be offered according to a jointly approved academic calendar; that calendar shall be common for all the partners' campuses.
- 6.1.4 The costs of instructional programs or classes offered solely by one institution shall be borne entirely by that institution.
- 6.1.5 The costs of instructional programs or classes offered cooperatively shall be apportioned on a case-by-case basis as specified in written agreements.
- 6.1.6 Students attending the Redfield Campus may be jointly admitted to all three participating institutions, but declare one as their home campus, and enroll in any program to which they would otherwise be admissible.
- 6.1.7 The partners will create an academic planning process based on the following principles:
  - 6.1.7.1 Programs will be established that encourage the development of unique aspects of the Redfield Campus (its central location, its proximity to specific clientele, and its cooperative intent).
  - 6.1.7.2 Programs and classes will be offered on the Redfield Campus that are non-competitive with other partner's(s') offerings at the Redfield Campus unless agreed upon by the affected partners.
  - 6.1.7.3 Other program articulation principles and practices as agreed upon.

## 6.2 Other Provisions

- 6.2.1 Before the same classes or programs are offered at the Redfield Campus, affected faculty members from the institutions will consult on academic issues including:
  - 6.2.1.1 Curriculum or program of study.
  - 6.2.1.2 Syllabus for course(s).
  - 6.2.1.3 Educational standards.
- 6.2.2 All three institutions have an incontrovertible interest in teaching lower division courses at the Redfield Campus. At the outset of new campus's operation, UNR will offer lower division transfer courses on the same basis as TMCC and WNCC but will gradually phase-out teaching lower division courses during the first three years of campus operation. UNR may continue teaching lower division courses that TMCC and WNCC cannot or chose not to teach and others by common agreement. In any case, affected faculty from the partner institutions will consult with one other about the development of curriculum, syllabi, and academic standards for transferable lower division transfer courses taught at Redfield. See 4.2.2 above.



- 6.2.3 As noted in Section 6.1.6 above, joint admissions may occur. Students who seek to enroll in credit courses offered at the Redfield Campus have the following options:
- 6.2.3.1 UNR Students. Students may apply for admission to UNR following UNR's normal application process and admission standards.
  - 6.2.3.2 Community College Students. Both community colleges are "open-enrollment" colleges. Students who are admitted to either community college shall be admitted to both community colleges. Once admitted, students may enroll in courses offered by either community college. (Note: This does not mean that there is automatic admission into special admissions programs, such as Nursing, offered by either community college.)
  - 6.2.3.3 Co-Enrolled Students. Students admitted to UNR are automatically admitted to both community colleges and may enroll in courses offered by either community college. (Note: This does not mean that there is automatic admission into special admissions programs, such as Nursing, offered by either community college.)
- 6.2.4 The JMC shall be responsible for identifying credit courses to be offered at the Redfield Campus using the following guidelines:
- 6.2.4.1 Courses pertaining to jointly agreed-upon programs shall have priority.
  - 6.2.4.2 The JMC will attempt to achieve a balance among lower division, upper division, and graduate level courses.
- 6.2.5 The JMC and the Council of Presidents shall be responsible for authorizing the offering of degree and certificate programs using the following guidelines:
- 6.2.5.1 Degree programs beyond the associate shall be offered by UNR.
  - 6.2.5.2 Associate degree and certificate programs may be offered solely by one community college.
  - 6.2.5.3 Associate degree and certificate programs may be offered jointly by both community colleges.
  - 6.2.5.4 New degree and certificate programs will go through the normal campus review processes and will be reviewed by the JMC and COO prior to their submission to the Board of Regents. The process will be coordinated in such a way that the approval process is not further elongated.
  - 6.2.5.5 Degree and certificate programs already approved for offering by one of the partners may be offered at Redfield with consultation from the JMC and COO. If the program is competitive with the offerings of one of the partners, the program must be reviewed by the JMC and COO and approved by the Council of Presidents.
- 6.2.6 Non-credit courses may be offered by any partner institution as approved by the JMC. The JMC shall be responsible for maintaining a balance of credit



and non-credit offerings among the partner institutions that reflect the Chancellor's Memorandum of Understanding and the programmatic priorities of Redfield.

## **Section VII. Campus Governance and Student Services**

### **7.1 Provisions in the Operating Agreement**

The following provisions apply to the student services at the Redfield Campus and are included in the Operating Agreement.

- 7.1.1 Academic advising will be the responsibility of the individual institutions. The "triage" advising stipulated under Section 3.1.7.6 will provide initial advice and information for those students who need and desire it.

### **7.2 Other Provisions**

- 7.2.1 Courses offered at the Redfield Campus by UNR, TMCC and WNCC, shall be applied toward meeting residency requirements at all three institutions.
- 7.2.2 Partner institutions will work to establish common student processes for the following:
  - 7.2.2.1 Financial aid applications.
  - 7.2.2.2 Admissions forms (TMCC and WNCC).
  - 7.2.2.3 Degree audit/transfer contracts.
  - 7.2.2.4 Student employment services.
  - 7.2.2.5 Student career placement services.
- 7.2.3 See below in Chapter III, *Student Services Master Plan* for more information.

*Redfield Campus*

**Instructional  
Master Plan**

**Chapter II**

Draft  
December 4, 1998

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# **Redfield Campus Instructional Programs Master Plan**

## **Chapter II**

### **Section I. Introduction**

This plan is intended to establish the general instructional program policies and immediate plans for the Redfield Campus which is a joint venture among three institutions of the University and Community College System of Nevada (UCCSN). These institutions are the University of Nevada, Reno (UNR), Truckee Meadows Community College (TMCC), and Western Nevada Community College (WNCC).

#### **1.1 Previous Agreements**

The contract between the Redfield Foundation and the Board of Regents, dated December 5, 1995 and the Operating Agreement, dated September 19, 1996 between UNR, TMCC and WNCC will be used as guiding principles in all policy development and planning. In some instances the Governance Master Plan, amends and supercedes some aspects of the previous agreements. These documents are referenced herein and are included in total in the appendices.

#### **1.2 Companion Plans**

Companion plans to this plan include the Chapter I, Governance Master Plan; Chapter III, Student Services Master Plan; and Chapter IV, Campus Facilities Master Plan. Collectively, they are the Redfield Campus Master Plan.

#### **1.3 General Understanding**

To the fullest extent possible, decisions affecting the Redfield Campus will be made on the basis of consultation and consensus among the three presidents (the Council of Presidents) and their delegated representatives. The Joint Management Council (JMC), the Redfield Campus Advisory Committee (RCAC), and the Redfield Campus Chief Operating Officer (COO) have duties and authorities as delineated in other parts of this document.

## **Section II. Instructional Programs Vision and Mission Statement**

### **2.1 Instructional Programs Vision Statement**

The Redfield Campus will offer new instructional programs, complement existing ones, and enhance educational partnerships in northwestern Nevada. In doing so it will emphasize new and innovative programs that are currently unavailable or underdeveloped and programs--old and new--at multiple sites, programs that emphasize providing students what they need for their career development. The Campus will be a bridge to the community, providing quality lifelong learning opportunities in an easily accessible and welcoming environment. An additional component of the campus will be outreach intended to help further the economic development of northwestern Nevada. A trademark of the Campus will be an advanced technological infrastructure providing computing, networking and distributed learning. Additionally, the campus will offer a venue for expanded community and cultural opportunities and events in northwestern Nevada.

### **2.2 Instructional Programs Mission Statement**

The Redfield Campus will provide an environment for the delivery of affordable, high quality educational, consultative and cultural opportunities that respond to the needs of the citizens of northwestern Nevada through the cooperative efforts of three Nevada public institutions of higher education. Educational courses and programs offered on the campus will reflect and enhance the mission statements of the three partner institutions.

### **2.3 Instructional Program Goals**

- 2.3.1 Offer a full-range of developmental education courses and services.
- 2.3.2 Offer courses leading to an associate degree.
- 2.3.3 Offer vocational/technical courses and programs to prepare students for entry-level employment and upgrade skills and knowledge of those already employed.
- 2.3.4 Offer courses leading to an applied science and other baccalaureate degrees.
- 2.3.5 Offer post-baccalaureate courses and programs.
- 2.3.6 Offer a wide-range of continuing education courses and services.
- 2.3.7 Continue improving articulation and transfer agreements.
- 2.3.8 Develop assessment programs designed to measure effectiveness and help ensure high quality.

## **2.4 Provisions in the Operating Agreement**

The following provisions apply to the instructional programs at the Redfield Campus and are included in the Operating Agreement.

- 2.4.1 Each institution's representative on the JMC will serve as that institution's academic officer for the Redfield Campus.
- 2.4.2 Institutional programs offered at the Redfield Campus may be offered either cooperatively by more than one institution or by a single institution.
- 2.4.3 All instructional programs at the Redfield Campus will be offered in a jointly approved academic calendar.
- 2.4.4 The costs of instructional programs or classes offered solely by one institution shall be borne entirely by that institution.
- 2.4.5 The costs of instructional programs or classes offered cooperatively shall be apportioned on a case-by-case basis specified by written agreements.
- 2.4.6 Students attending the Redfield Campus may be jointly admitted to all three participating institutions, but declare one as their home campus, and enroll in any program to which they would otherwise be admissible.
- 2.4.7 The partners will create an academic planning process based on the following principles:
  - 2.4.7.1 Programs will be established that encourage the development of unique aspects of the Redfield Campus (its central location, its proximity to specific clientele, and its cooperative intent).
  - 2.4.7.2 Programs and classes will be offered on the Redfield Campus that are non-competitive with other partner's(s') offerings unless agreed upon by the affected partners.
  - 2.4.7.3 Other program articulation principles and practices as agreed upon.

## **2.5 Other Provisions**

- 2.5.1 Before the same classes or programs as are being offered at other campuses of the partner institutions are offered at the Redfield Campus, whether offered by one institution or cooperatively, affected faculty members from the institutions will consult on academic issues including:
  - 2.5.1.1 Curriculum or program of study.
  - 2.5.1.2 Syllabus for course(s).
  - 2.5.1.3 Educational standards.



- 2.5.2 All three institutions have an incontrovertible interest in teaching lower division courses at the Redfield Campus. At the outset of new campus's operation, UNR will offer lower division transfer courses on the same basis as TMCC and WNCC but will gradually phase-out teaching lower division courses during the first three years of campus operation. UNR may continue teaching lower division courses that TMCC and WNCC cannot or chose not to teach and others by common agreement. In any case, affected faculty from the partner institutions will consult with each other about the development of curriculum, syllabi, and academic standards for transferable lower division transfer courses taught at Redfield.
- 2.5.3 As noted in Chapter I, Section 6.1.6, joint admissions may occur. Students who seek to enroll in credit courses offered at the Redfield Campus have the following options:
- 2.5.3.1 UNR Students. Students may apply for admission to UNR following UNR's normal application
  - 2.5.3.2 Community College Students. Both community colleges are "open-enrollment" colleges. Students who are admitted to either community college shall be admitted to both community colleges. Once admitted, students may enroll in courses offered by either community college. (Note: This does not mean that there is automatic admission into special admissions programs, such as Nursing, offered by either community college.)
  - 2.5.3.3 Co-Enrolled Students. Students admitted to UNR are automatically admitted to both community colleges and may enroll in courses offered by either community college. (Note: This does not mean that there is automatic admission into special admissions programs, such as Nursing, offered by either community college.)
- 2.5.4 The JMC shall be responsible for identifying credit courses to be offered at the Redfield Campus using the following guidelines:
- 2.5.4.1 Courses pertaining to jointly agreed-upon programs shall have priority.
  - 2.5.4.2 The JMC will strive to achieve a balance among lower division, upper division, and graduate level classes.
- 2.5.5 The JMC and Presidents' Council shall be responsible for authorizing the offering of formal academic programs (degree or certificate) using the following guidelines:
- 2.5.5.1 Degree programs beyond the associate shall be offered by UNR.
  - 2.5.5.2 Associate degree and academic credit certificate programs may be offered solely by one community college.
  - 2.5.5.3 Associate degree and academic credit certificate programs may be offered jointly by both community colleges.

- 2.5.6 Non-credit courses may be offered by any partner institution as approved by the JMC. UNR may offer non-credit courses approved by the JMC. WNCC and TMCC may only offer non-credit courses and other services from the Redfield Campus in their respective Redfield service areas as defined in section 4.2.2.3 of the Management/Governance Master Plan after securing approval for such offerings from the JMC. The JMC shall be responsible for maintaining a balance of credit and non-credit offerings among the partner institutions that reflect the programmatic priorities of Redfield.

## **2.6 Programs and Classes to be Offered in the First Building, 2001-02 Academic Year**

### **2.6.1 Program Planning**

- 2.6.1.1 The members of the JMC shall be named by the respective presidents in early 1999.
- 2.6.1.2 The JMC will have a draft academic plan for the first building by January, 2000 drawing upon information from faculty and community resources.

- 2.6.2 The Academic Plan will consider the following as possibilities for the first building:

#### **2.6.2.1 Transfer Instructional Programs**

Redfield will offer lower division transfer (core curriculum and other classes) programs common to UNR's baccalaureate degree programs.

#### **2.6.2.2 Baccalaureate Completion Programs**

Redfield will identify and endeavor to offer baccalaureate degree completion programs of an applied technical nature, building on associate degrees in such areas as, but not limited to, digital management and information systems, engineering technologies, gerontology, allied health, nursing, and early childhood programs.

#### **2.6.2.3 Extension Programs (Programs at Multiple Sites)**

Redfield will identify and offer two year and baccalaureate degree programs currently offered by the partner institutions that are warranted by demand and the availability of resources.

#### **2.6.2.4 New Programs**

Redfield will identify and offer new programs (degrees, certifications, licenses) that are warranted by demand and the availability of resources.

#### **2.6.2.5 Economic Assistance and Consulting**

In the first building, Redfield will support economic assistance and consulting programs, such as the Manufacturing Assistance Program, as space permits.



## **2.7 Second and Third Buildings**

- 2.7.1 The next two buildings will not likely progress beyond the conceptual stage in the 2000-2002 time frame.
- 2.7.2 One of the buildings will be for scientific/technical classes and programs. The other will be for community service/access programs.
- 2.7.3 Which building will be planned first will be determined by programmatic needs and the availability of resources.

## **Section III. Instructional Programs and Campus Governance**

The following provisions apply to the instructional programs of the Redfield Campus and are included in the Operating Agreement.

### **3.1 Provisions in the Operating Agreement**

- 3.1.1 The three institutional presidents, acting in concert as the Presidents' Council, act as the CEO's of the Redfield Campus.
- 3.1.2 The Redfield Campus Advisory Committee (RCAC), constituted according to the contract between the UCCSN Board of Regents and the Redfield Foundation (and incorporated herein by reference), shall meet at least once each quarter to consider master plan issues including, but not limited to, the citing of new buildings, infrastructural needs, architectural standards, and the coordination of capital requests and plans. The RCAC reports to the Chief Operating Officer (COO) of the Redfield Campus.
- 3.1.3 A Joint Management Committee (JMC) composed of representatives from the three partner institutions shall:
  - 3.1.3.1 Meet with the Redfield Campus COO at least monthly to provide consultation to UNR about joint operational issues.
  - 3.1.3.2 Determine the schedule of instructional space in consultation with the COO.
  - 3.1.3.3 Prepare and present budgets for the appropriation area.
  - 3.1.3.4 Serve as their respective institution's academic officers for the Redfield Campus.
  - 3.1.3.5 Make recommendations to the Presidents' Council about any and all aspects of the Redfield Campus.
- 3.1.4 Areas of disagreement, where consensus cannot be reached, will be referred to the Council of Presidents which shall meet together with the COO as necessary.



### **3.2 Other Provisions**

- 3.2.1 Redfield Campus policies and procedures must undergo broad review by Redfield Campus committees and the JMC. Final approval is given by a majority vote of the three presidents acting as the Presidents' Council.
- 3.2.2 All teaching, research or administrative faculty assigned to the Redfield Campus, either full- or part-time, shall be resident faculty at one of the partner institutions.
- 3.2.3 Full- and part-time faculty assigned to the Redfield Campus shall be represented through the faculty senates and/or bargaining unit(s), as relevant, established at the resident institutions.

## **Section IV. Instructional Programs and Campus Finances**

### **4.1 Provisions in the Operating Agreement**

The following provisions apply to the finances of the Redfield Campus and are included in the Operating Agreement.

- 4.1.1 The costs associated with the Redfield Campus will be shared among the partners applying the following principles:
  - 4.1.1.1 The Redfield Campus will be established as a separate appropriation area within the UNR/UCCSN budget system.
  - 4.1.1.2 The JMC will prepare the biennial budget request for the COO who will present it to the Council of Presidents.
  - 4.1.1.3 The budget to support these costs (operating, personnel, equipment, and maintenance) shall be established biennially with annual revisions by the JMC so long as the Nevada State Legislature meets every two years.
  - 4.1.1.4 Formula funding associated with instruction shall be assigned to the partner's current instructional budgets according to the criteria contained in 4.2.2 below.
  - 4.1.1.5 Formula funding associated with non-instructional operations shall be assigned to the Redfield Campus appropriation and shall be administered by the managing partner. A portion of such funds will be prorated back to the main campuses to cover costs generated by the Redfield Campus as recommended by the home institution business officers and the JMC to the Council of Presidents.
  - 4.1.1.6 Any non-state funded costs assumed by the managing partner and approved by the JMC shall be split among the partners on a negotiated basis and shall be administered out of a designated Redfield Campus account.

#### 4.1.1.7 Tuition and Fees:

- 4.1.1.7.1 Registration fees for FTE generating classes will be held in escrow and returned to the partner's state general funds as mandated in 4.2.2 below.
  - 4.1.1.7.2 The remainder of the non-appropriated registration fee will be held by the managing partner to be used on the Redfield Campus according to inter-institutional agreements.
  - 4.1.1.7.3 Special class fees (lab fees, etc.) will be held by the managing partner in a designated account to be used on the Redfield Campus in support of similar classes consistent with Board of Regents' policy.
- 4.1.1.8 Other fees generated by the Redfield Campus, including surplus funds generated from auxiliary enterprises identified in Chapter I, Section 3.1.8, will be retained by the managing partner to fund items in the following priority order: 1) shortfalls in other Redfield budgets, 2) critical needs as recommended by the home institution business officers and the JMC.

## 4.2 Other Provisions

- 4.2.1 Course registration fees at the Redfield Campus will be the same as those charged on the home campus of the institution offering the course with the exception of course fees for financially self-supporting courses or consultations which may vary according to Board of Regents' policies. Course fees for financially self-supporting courses or consultations may vary as provided for in Board of Regents' policies.
- 4.2.2 Conditions included in the Chancellor's Memorandum of Understanding dated July 13, 1998.
  - 4.2.2.1 Selection of lower-division courses to be offered by each institution each semester will be determined by consultation and mutual agreement of the JMC.
  - 4.2.2.2 Lower division students enrolling in courses offered at the Redfield Campus will be identified by their resident postal zip codes at their time of registration each semester.
  - 4.2.2.3 Zip codes will be assigned to TMCC and WNCC as follows: 89451, 89704, 89511, all zip code areas in the Reno-Sparks urban area, and all areas to the north to TMCC; 89703, 89706, 89440 and all areas to the south to WNCC.



4.2.2.4 These zip code assignments are specific to the operation at the Redfield Campus, and apart from the enrollment accounting defined in this MOU, do not supplant or modify any pre-existing service-area policies and practices approved by the Board of Regents.

4.2.2.5 The following reciprocity formula will be used to apportion the FTE workload generated in TMCC and WNCC courses between the two colleges (subject to the minimum workload guarantee defined in item 4.2.2.6 below). To determine the student FTE workload for college 'x', multiply the total student FTE generated in all courses offered by the two colleges combined by the ratio  $F_x$ , where

$$R_x = (R_s + R_f)/2$$

and where

x represents TMCC or WNCC;  $R_s$  is the ratio of student FTE generated by students from the zip code areas assigned to college 'x' as a proportion of total student enrollment in courses offered by TMCC or WNCC; and  $R_f$  is the ratio of faculty FTE assigned by college 'x' as a proportion of the total faculty FTE assigned by both colleges.

4.2.2.6 WNCC is guaranteed no less than 20% of the lower division student FTE workload generated in courses offered by WNCC and TMCC combined for the first three years of operation of the Redfield Campus.

4.2.2.7 UNR will offer selected lower division courses at the Redfield Campus during the first three years of its operation. It is the intent of UNR to phase down its lower division offerings during this time period and to cease offering lower division courses thereafter except under extraordinary circumstances as agreed to by the Council of Presidents.

4.2.2.8 The Council of Presidents agrees to examine the operation and impact of these provisions prior to the end of the first three years of operation of the Redfield Campus and to make whatever changes they agree are appropriate.

4.2.3 For the time period in which UNR offers lower division courses, the JMC will construct a policy, approved by the Council of Presidents, to provide for the offering of such courses that has the following aims:

4.2.3.1 A course schedule of lower division transfer courses at Redfield that charges identical tuition.

4.2.3.2 A methodology of splitting FTE among the partners that is driven by the proportion of instructional costs assumed by each partner and by the specific provisions in the Chancellor's MOU (4.2.2) above.

4.2.4 There will be a unified lab fee charged on a per credit basis to all students taking academic credit classes at Redfield and placed in an account under the management of the COO.



- 4.2.4.1 The JMC will apportion fees as necessary to support the costs of labs at Redfield.
- 4.2.4.2 Students taking non-credit classes may be charged a lab fee as deemed appropriate by the JMC.

## **Section V. Instructional Programs and Campus Facilities**

### **5.1 Provisions in the Operating Agreement**

The following provisions apply to the facilities of the Redfield Campus and are included in the Operating Agreement.

- 5.1.1 Space in jointly occupied buildings will be assigned by the managing partner after consultation with the JMC.
- 5.1.2 Common Space. Student space and space for the managing partner's functions identified within this Agreement is termed common space.
- 5.1.3 Institutional Space. Administrative, faculty, and research space that is specific to one of the three institutions, shall be designated as institutional space and consolidated as much as is practicable and functional.
- 5.1.4 At the beginning of each calendar year the COO, in consultation with the JMC, shall assign classrooms to the institutions on the basis of previous use and anticipated use during the next academic year.
- 5.1.5 Once the schedule is set for a particular semester, the assignment of any unused classrooms, whether they are in single-institution or jointly occupied buildings, shall be done by the COO in consultation with the JMC.

### **5.2 Planning for Buildings**

- 5.2.1 Planning of additional buildings at Redfield may be initiated by any of the partner institutions.
- 5.2.2 A recommendation from the RCAC and JMC acting jointly shall be forwarded to the Presidents' Council.

## **Section VI. Instructional Programs and Student Services**

### **6.1 Provisions in the Operating Agreement**

The following provisions apply to the student services at the Redfield Campus and are included in the Operating Agreement.

- 6.1.1 Academic advising will be the responsibility of the individual institutions. The “triage” advising stipulated under Section 3.1.7.6 will provide initial advice and information for those students who need and desire it.

## **6.2 Other Provisions**

- 6.2.1 Courses offered at the Redfield Campus by UNR, TMCC and WNCC, shall be applied toward meeting residency requirements at all three institutions.
- 6.2.2 Partner institutions will work to establish common student processes for the following:
  - 6.2.2.1 Financial aid applications.
  - 6.2.2.2 Admissions forms (TMCC and WNCC).
  - 6.2.2.3 Degree audit/transfer contracts.
  - 6.2.2.4 Student employment services.
  - 6.2.2.5 Student career placement services.

**6.3 See below in Chapter III, *Student Services Master Plan* for additional information.**

*Redfield Campus*

**Student Services  
Master Plan**

**Chapter III**

Draft  
December 4, 1998



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# **Redfield Campus Student Services Master Plan**

## **Chapter III**

### **Section I. Introduction**

This plan is intended to establish the general student services policies of the Redfield Campus which is a joint venture among three institutions of the university and Community College System of Nevada (UCCSN). These institutions are the University of Nevada, Reno (UNR), Truckee Meadows Community College (TMCC), and Western Nevada Community College (WNCC).

#### **1.1 Previous Agreements**

The contract between the Redfield Foundation and the Board of Regents, dated December 5, 1995 and the Operating Agreement, dated September 19, 1996 between UNR, TMCC and WNCC will be used as guiding principles in all policy development and planning. In some instances the Governance Master Plan, amends and supercedes some aspects of the previous agreements. These documents are referenced herein and are included in total in the appendices.

#### **1.2 Companion Plans**

Companion plans to this plan include Chapter I, Governance Master Plan; Chapter II, Academic Master Plan; and Chapter IV, Campus Facilities Master Plan. Collectively, they are the Redfield Campus Master Plan.

#### **1.3 General Understanding**

To the fullest extent possible, decisions affecting the Redfield Campus will be made on the basis of consultation and consensus among the three presidents (the Council of Presidents) and their delegated representatives. The Joint Management Council (JMC), the Redfield Campus Advisory Committee (RCAC), and the Redfield Campus Chief Operating Officer (COO) have duties and authorities as delineated in other parts of this document.

### **Section II. Student Services Vision, Mission, and Goals**

#### **2.1 Redfield Campus Vision Statement**

The Redfield Campus will offer new instructional programs, complement existing ones, and enhance educational partnerships in northwestern Nevada. In doing so it

will emphasize new and innovative programs that are currently unavailable or underdeveloped and programs--old or new--at multiple sites, programs that emphasize providing students what they need for their career and life development. The Campus will be a bridge to the community, providing quality lifelong learning opportunities in an easily accessible and welcoming environment. An additional component of the Campus will be outreach intended to help further the economic development of northwestern Nevada. A trademark of the Campus will be an advanced technological infrastructure providing computing, networking and distributed learning. Additionally, the campus will offer a venue for expanded community and cultural opportunities and events in northwestern Nevada.

## **2.2 Redfield Campus Mission Statement**

The Redfield Campus will provide an environment for the delivery of affordable, high quality educational, consultative and cultural opportunities that respond to the needs of the citizens of northwestern Nevada through the cooperative efforts of three Nevada public institutions of higher education. Educational courses and programs offered on the campus will reflect and enhance the mission statements of the three partner institutions.

## **2.3 Student Services Mission Statement**

The mission of Student Services is to create and foster quality traditional and non-traditional learning environments to assist students in defining and attaining academic and personal goals. Recognizing that students learn both inside and outside the classroom, Student Services personnel are committed to encouraging collaborative and cooperative educationally purposeful activities that enhance critical thinking, informed decision making, conflict resolution, civility, emotional well-being and an appreciation of cultural and human differences. These activities focusing on personal and academic development are intended to lead to the informed pursuit of lifelong learning, technological training and responsible participation in society.

## **2.4 Student Services Statement**

Student Services will focus on enrollment and retention support at the Redfield Campus for all three institutions, with the purpose to assist students through admissions, enrollment, course selection, registration, financial aid, academic skills support and career planning.

## **2.5 Student Services Goals**

The goals of student services at the Redfield Campus will reflect the Goals of the Redfield Campus:

2.5.1 Goal 1: Lifelong Learning. To support the pursuit of lifelong learning and enrichment opportunities.



2.5.2 Goal 2: Accessibility. To provide a campus that is inclusive.

2.5.2.1 Objective 1. Maintain a barrier free campus environment.

2.5.2.2 Objective 2. Provide auxiliary services for those with disabilities.

2.5.2.3 Objective 3. Provide courses, programs and services at times convenient for the Campus's student population.

2.5.2.4 Objective 4. Continually enhance the use of technology for the delivery of Student Services.

2.5.3 Goal 3: Partnerships. To encourage a wide variety of partnerships.

2.5.3.1 Objective 1. Maintain an effective relationship among the Student Services of the three partner institutions.

2.5.3.2 Objective 2. Develop partnerships with organizations located or operating in proximity of the campus to provide health care, child care services and student employment or career opportunities.

2.5.3.3 Objective 3. Develop partnerships with organizations located or operating in Western Nevada to encourage community service and career opportunities.

2.5.4 Goal 4: Quality. To provide educational programs and services that are of the highest quality.

2.5.4.1 Objective 1. Develop a program of continuous quality improvement for services provided at the campus.

2.5.4.2 Objective 2. Develop quality indicators for student services and programs offered at the campus.

2.5.4.3 Objective 3. Develop assessment measures for programs and services.

### **Section III. Student Services Functions and Programs**

#### **3.1 Provisions in the Operating Agreement**

The following provisions apply to Student Services at the Redfield Campus and are included in the Operating Agreement.

##### **3.1.1 Student Advising**

Academic advising will be the responsibility of the individual occupants. The "triage" advising stipulated in the Operating Agreement will provide initial advice and information for those who need and desire it.

3.1.2 Students attending the Redfield Campus may be jointly admitted to all three participating institutions and enroll in any program to which they would otherwise be admissible.

3.1.3 The managing partner's responsibilities will include: (Student Services elements)

3.1.3.1 Student Information System integration with institutional systems

3.1.3.2 Triage advising

3.1.3.3 Computing environment

3.1.3.4 Publication of a Redfield Class Schedule

3.1.3.5 Bookstore

3.1.3.6 Student Union

3.1.3.7 Food Services

## 3.2 Other Provisions

3.2.1 Student Services at the Redfield Campus will not replicate services at the home institutions but provide an integrated and coordinated function with the partner institutions.

3.2.2 Student services will be available during both traditional weekdays and non traditional hours on weekends and evenings. This schedule will provide enrollment activities as an "on-demand" process.

3.2.3 Enrollment services will be provided in one general open registration area.

3.2.4 The partner institutions will develop and publish one coordinated academic calendar for all four institutions.

3.2.5 Student Services will provide integrated services with the student's home institution through the maximum use of technology.

3.2.6 Personnel hired to deliver initial counseling/advising will not be assigned to any one campus

3.2.6.1 Enrollment counselors (Range 3 Professional) will be identified and selected to serve on three shifts in support of the "on-demand" process.

3.2.6.2 Career technicians will be employed to support career counseling and services.

3.2.6.3 A coordinator of the Academic Skills Center will be employed.

3.2.6.4 A generalist/operations person will be employed to oversee and provide technology and other student services facilities support. This person will work as a liaison with outsourcing providers of food services, bookstore, and childcare.

3.2.6.5 Counselors and specialists from the home institutions will be available on the Redfield Campus for regular weekly/monthly appointments and at peak times throughout the year. They will be rotated onto the Redfield Campus to meet with faculty, staff and students.

- 3.2.7 A Student Services Advisory Committee which will include a member of each partner institution and Redfield Campus students will be formed to assess and evaluate service delivery and quality. The Redfield Campus Chief Operating Officer will be an *ex officio* member of this committee.
- 3.2.8 Identification of Student Services Technology Committee to coordinate the design and development of student services technologies at Redfield.

### **3.3 Admissions and Records**

- 3.3.1 One electronic application for admission to all three institutions will be developed.
- 3.3.2 Students will declare a home institution on the admission form.
- 3.3.3 Admission to UNR will enable admission to TMCC and WNCC
- 3.3.4 Degree Audit and Transfer contracts will be enhanced.

### **3.4 Financial Aids**

- 3.4.1 Financial Aid will be an extension of existing services which already occur at the partner institutions.
- 3.4.2 Student Services at the Redfield Campus will facilitate the financial aid application process and forward to the home institution declared by the student.
- 3.4.3 Scholarship opportunities may need to be increased such as Regents Awards.
- 3.4.4 Opportunities for Work Study and Student Employment on campus and in nearby community will be provided for students attending Redfield.

### **3.5 Advising**

- 3.5.1 Initial advising will be provided at the Redfield Campus. This advisement will facilitate student choice of academic program and home institution.
- 3.5.2 Advising with a home campus advisor will be provided electronically or through video conferencing.
- 3.5.3 Articulation from Redfield Campus to home institution will be clearly identified and transfer contracts signed.

### **3.6 Academic Skills Center**

- 3.6.1 An Academic Skills Center will be located in first building.



3.6.2 Academic tutoring support and academic skill classes will be provided.

3.6.3 Writing and math centers could be located in the center.

### **3.7 Disability Services**

3.7.1 Disability policies of the home institutions will be enforced.

3.7.2 Students eligible for disability support services will be identified by home institutions.

3.7.3 All computer and technology services and electronic delivery of instruction and student services will be accessible to all students.

### **3.8 Career Counseling**

3.8.1 A Career Opportunity Center will be located near the primary enrollment area.

3.8.2 The Career Opportunity Center will be staffed by three career technicians who will provide guidance in the use of computerized career guidance and information systems.

3.8.3 Counseling and career assessment will be provided to assist students in determining an academic focus and a career focus.

### **3.9 Career Services**

3.9.1 Services to assist students in job skill preparation will be provided through the Career Opportunity Center.

3.9.2 If and when appropriate, employment opportunities connected to academic programs will be facilitated through placement, job listings and career events.

### **3.10 Food and Other Services**

3.10.1 Food Services will be provided and managed by an outside source.

3.10.2 A virtual bookstore will be provided and managed by an outside source.

3.10.3 Services quality will be monitored by Student Services Advisory Committee.

## **Section IV. Student Services and Instructional Programs**

### **4.1 Provisions in the Operating Agreement**

- 4.1.1 Students attending the Redfield Campus may be jointly admitted to all three participating institutions in any program to which they would otherwise be admissible, but each student will declare a home institution.
- 4.1.2 Student advising will be the responsibility of the individual occupants. The “triage” advising stipulated in the Operating Agreement will provide initial advice and information for those who need and desire it.

### **4.2 Other Provisions**

- 4.2.1 Courses offered at the Redfield Campus by UNR, TMCC and WNCC, shall be applied toward meeting residency requirements at all three institutions.
- 4.2.2 Partner institutions will work to establish common student processes for the following:
  - 4.2.2.1 Financial Aid applications
  - 4.2.2.2 Admission forms (one electronic form?)
  - 4.2.2.3 Degree audit/transfer contracts
  - 4.2.2.4 Student employment services
  - 4.2.2.5 Student career (placement) services
  - 4.2.2.6 Student career counseling
  - 4.2.2.7 Academic Skill Support and Tutoring
  - 4.2.2.8 Disability Services

## **Section V. Student Services and Campus Governance**

### **5.1 Provisions in the Operating Agreement**

The following provisions apply to the student services at the Redfield Campus and are included in the Operating Agreement.

- 5.1.1 The managing partner of the campus is the University of Nevada, Reno.
- 5.1.2 The partners of the Redfield Campus are the University of Nevada, Reno, Truckee Meadows Community College, and Western Nevada Community College.
- 5.1.3 The Redfield Campus Advisory Committee (RCAC), constituted according to the contract between the UCCSN Board of Regents and the Redfield Foundation (and incorporated herein by reference), shall meet at least once each quarter to consider master plan issues including, but not limited to, the

siting of new buildings, infrastructural needs, architectural standards, and the coordination of capital requests and plans. The RCAC reports to the Chief Operating Officer (COO) of the Redfield Campus.

- 5.1.4 A Joint Management Committee (JMC) composed of representatives from the three partner institutions shall:
  - 5.1.4.1 Meet with the Redfield Campus COO at least monthly to provide consultation to UNR about joint operational issues including student services.
  - 5.1.4.2 Prepare and present budgets for the appropriation area with appropriate consultation with Student Services staff.
  - 5.1.4.3 Make recommendations to the Presidents' Council about any and all aspects of the Redfield Campus.
- 5.1.5 Areas of disagreement, where consensus cannot be reached, will be referred to the Council of Presidents which shall meet together with the COO as necessary.
- 5.1.6 The COO's responsibilities will include the following student services functions:
  - 5.1.6.1 Assignment and coordination of space as detailed in the Facilities Master Plan Chapter, Section 4.3.
  - 5.1.6.2 Student information system integration with institutional systems.
  - 5.1.6.3 Triage advising
  - 5.1.6.4 Publication of a Redfield Campus class schedule
  - 5.1.6.5 Bookstore
  - 5.1.6.6 Student Union
  - 5.1.6.7 Food Services
  - 5.1.6.8 Other services as negotiated.

## **5.2 Other Provisions**

- 5.2.1 The RCAC and JMC may establish standing and ad hoc committees as needed. Requests for the creation of a committee are made through the chair of the RCAS or JMC.
- 5.2.2 Redfield Campus policies and procedures regarding student services must undergo broad review by Redfield Campus committees and the JMC. Final approval is given by a majority vote of the three presidents acting as the Presidents' Council.
- 5.2.3 Administrative faculty assigned to the student services function on the Redfield Campus, either full- or part-time, shall be resident faculty at one of the partner institutions.



- 5.2.4 Administrative faculty assigned to the Redfield Campus shall be represented through the faculty senates and/or bargaining unit(s), as relevant, established at their resident institutions.
- 5.2.5 Courses offered at the Redfield Campus by UNR, TMCC and WNCC, shall be applied toward meeting residency requirements at all three institutions.
- 5.2.6 Partner institutions will work to establish common student process for the following:
  - 5.2.6.1 Financial aid applications.
  - 5.2.6.2 Admissions forms (TMCC and WNCC).
  - 5.2.6.3 Degree Audit/transfer contracts.
  - 5.2.6.4 Student employment services.
  - 5.2.6.5 Student career placement services.
  - 5.2.6.6 Academic Skill Services.

## **Section VI. Student Services and Campus Facilities**

### **6.1 Provisions in the Operating Agreement**

The following provisions apply to the facilities of the Redfield Campus and are included in the Operating Agreement.

- 6.1.1 Space in jointly occupied buildings will be assigned by the managing partner after consultation with the JMC.
  - 6.1.1.1 Common Space. Student space and space for the managing partner's functions identified within this Agreement is termed common space.

### **6.2 Other Provisions**

- 6.2.1 Space for the provision of Student Services will be termed common space.

## **Section VII. Student Services and Campus Finances**

### **7.1 Provisions in the Operating Agreement**

The following provisions apply to the finances of the Redfield Campus and are included in the Operating Agreement.

- 7.1.1 The costs associated with the Redfield Campus will be shared among the partners applying the following principles:

- 7.1.1.1 The Redfield Campus will be established as a separate appropriation area within the UNR/UCCSN budget system.
- 7.1.1.2 The JMC will prepare the biennial budget request, including student services items, for the COO who will present it to the Council of Presidents.
- 7.1.1.3 The budget to support these costs (operating, personnel, equipment, and maintenance) shall be established biennially with annual revisions by the JMC as long as the Nevada State Legislature meets every two years.
- 7.1.1.4 Formula funding associated with non-instructional operations shall be assigned to the Redfield Campus appropriation and shall be administered by the managing partner. A portion of such funds will be prorated back to the main campuses to cover costs generated by the Redfield Campus as recommended by the home institution business officers and the JMC to the Council of Presidents.
- 7.1.1.5 Tuition and Fees:
  - 7.1.1.5.1 The remainder of the non-appropriated registration fee will be held by the managing partner to be used on the Redfield Campus according to inter-institutional agreements.
  - 7.1.1.5.2 Special class fees (lab fees, etc.) will be held by the managing partner in a designated account to be used on the Redfield Campus in support of similar classes consistent with Board of Regents' policy.
- 7.1.1.6 Other fees generated by the Redfield Campus, including surplus funds generated from auxiliary enterprises identified in Chapter I, Section 3.1.8, will be retained by the managing partner to fund items in the following priority order: 1) shortfalls in other Redfield budgets, 2) critical needs as recommended by the home institution business officers and the JMC.

## **7.2 Other Provisions**

- 7.2.1 Fees associated with the delivery of career assessment programs will be held by the managing partner designated account to be used by student services as consistent with Board policy.
- 7.2.2 Fees associated with the delivery of career services/placement services will be held by the managing partner's designated account to be used by student services as consistent with Board policy.
- 7.2.3 Fees associated with the delivery of individual tutoring or placement/admission test preparation will be held by the managing partner designated account to be used by student services as consistent with Board policy.

*Redfield Campus*

**Facilities  
Master Plan**

**Chapter IV**

Draft  
December 4, 1998



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# Redfield Campus Facilities Master Plan

## Chapter IV

### Section I. Introduction

This plan is intended to establish the general facilities policies of the Redfield Campus which is a joint venture among three institutions of the University and Community College System of Nevada (UCCSN). These institutions are the University of Nevada, Reno (UNR), Truckee Meadows Community College (TMCC), and Western Nevada Community College (WNCC).

#### 1.1 Previous Agreements

The contract between the Redfield Foundation and the Board of Regents, dated December 5, 1995 and the Operating Agreement, dated September 19, 1996 between UNR, TMCC and WNCC will be used as guiding principles in all policy development and planning. In some instances the Governance Master Plan amends and supercedes some aspects of the previous agreements. These documents are referenced herein and are included in total in the appendices.

#### 1.2 Companion Plans

Companion plans to this plan include Chapter I, Governance Master Plan; Chapter II, Academic Master Plan; and Chapter III, Student Services Master Plan. Collectively, they are the Redfield Campus Master Plan.

#### 1.3 General Understanding

To the fullest extent possible, decisions affecting the Redfield Campus will be made on the basis of consultation and consensus among the three presidents (the Council of Presidents) and their delegated representatives. The Joint Management Council (JMC), the Redfield Campus Advisory Committee (RCAC), and the Redfield Campus Chief Operating Officer (COO) have duties and authorities as delineated in other parts of this document.

### Section II. Campus Vision and Mission Statement

#### 2.1 Redfield Campus Vision Statement

The Redfield Campus will offer new instructional programs, complement existing ones, and enhance educational partnerships in northwestern Nevada. In doing so it will emphasize new and innovative programs that are currently unavailable or

underdeveloped and programs--old or new--at multiple sites, programs that emphasize providing students what they need for their career development. The Campus will be a bridge to the community, providing quality lifelong learning opportunities in an easily accessible and welcoming environment. An additional component of the Campus will be outreach intended to help further the economic development of northwestern Nevada. A trademark of the Campus will be an advanced technological infrastructure providing computing, networking and distributed learning. Additionally, the campus will offer a venue for expanded community and cultural opportunities and events in northwestern Nevada.

## **2.2 Redfield Campus Mission Statement**

The Redfield Campus will provide an environment for the delivery of affordable, high quality educational, consultative and cultural opportunities that respond to the needs of the citizens of Western Nevada through the cooperative efforts of three Nevada public institutions of higher education. Educational courses and programs offered on the campus will reflect and enhance the mission statements of the three partner institutions.

## **2.3 Facilities Vision/Mission Statement**

Redfield Campus facilities are intended to support the governance, instructional, and student services goals of the campus by helping to design, provide, and maintain the necessary buildings, campus setting, and infrastructure in a timely and technologically advanced manner to meet the needs of students, faculty, and staff. Facilities managers will strive to effectuate the physical master plan in the most aesthetically pleasing way possible.

## **2.4 Redfield Campus Facilities Goals**

- 2.4.1 Goal 1: Lifelong Learning. To provide timely, efficient, and aesthetically pleasing facilities (buildings and landscapes) that enhance and encourage lifelong learning and enrichment opportunities.
- 2.4.2 Goal 2: Accessibility. To provide a campus that is physically accessible and that has a barrier free environment.
- 2.4.3 Goal 3. Design. To provide a campus setting that is beautifully designed and responsive both to the campus' natural setting and to the *Design Standards Handbook* as approved by Washoe County in the Redfield Campus' Special Use Permit and adopted by the owner.
- 2.4.4 Goal 4: Adequacy. To help management in its efforts to garner resources in a variety of creative ways.



- 2.4.5 Goal 5: Technology. To provide buildings, campus, and infrastructure that incorporate those technologies that best enhance the learning experience for students and are most efficient in terms of operating costs.
- 2.4.6 Goal 6: Cooperation. To seek out partnerships with public and private organizations, consistent with the instructional mission, that will reduce the capital costs and operating expenses of the campus.

## Section III. Campus Facilities

### 3.1 Provisions in the Operating Agreement

The following provisions apply to the facilities of the Redfield Campus and are included in the Operating Agreement.

- 3.1.1 The owner of the Redfield Campus land and managing partner of the campus is the University of Nevada, Reno.
- 3.1.2 The partners of the Redfield Campus are the University of Nevada, Reno, Truckee Meadows Community College, and Western Nevada Community College.
- 3.1.3 The Redfield Campus Advisory Committee (RCAC), constituted according to the contract between the UCCSN Board of Regents and the Redfield Foundation (and incorporated herein by reference), shall meet at least once each quarter to consider master plan issues including, but not limited to, the siting of new buildings, infrastructural needs, architectural standards, and the coordination of capital requests and plans. The RCAC reports to the Chief Operating Officer (COO) of the Redfield Campus.
- 3.1.4 *Design Standards Handbook*  
The *Design Standards Handbook* sets forth guidelines for the design and construction of all components of the Redfield Campus. It is on file in the UNR Facilities Management Office and in the UNR Archives.

### 3.2 Other Provisions

- 3.2.1 Planning of additional buildings at Redfield may be initiated by any of the partner institutions.
- 3.2.2 Recommendations about facilities issues from the RCAC and JMC acting jointly shall be forwarded to the Presidents' Council.

## Section IV. Campus Facilities and Governance

### 4.1 Facilities Planning

New facilities will be planned and implemented as described above in Section III of the Facilities Master Plan.

### 4.2 Facilities Management

- 4.2.1 Facilities Management, as referenced in the Contract and in the Operating Agreement, is the responsibility of UNR as the managing partner. Facilities staff will be UNR employees.
- 4.2.2 The operating budget for facilities management shall be reviewed annually at a joint meeting of the Presidents' Council, the JMC, and the COO.
- 4.2.3 The Biennial Budget Request shall be forwarded to the Chancellor's Office as part of the Redfield Campus appropriation by the Presidents' Council after review and recommendation by the JMC and COO.

### 4.3 Facilities Use and Space Assignment

- 4.3.1 As the campus grows and needs change, it is anticipated that the uses of space in the first and subsequent buildings is likely to change. The JMC and COO, and such *ex officio* staff as they may wish to include, shall function as a space assignment board.
- 4.3.2 At such time as the size and complexity of the campus permits, the COO, with consultation from the JMC, may appoint a space assignment board to determine space assignment changes.

## Section V. Campus Facilities and the Instructional Programs

### 5.1 Operating Principles

- 5.1.1 The JMC and COO have, as a first priority, the maintenance of space adequate to the changing needs of the instructional programs.
- 5.1.2 The JMC and COO shall, from time to time, make surveys of other UCCSN facilities and facilities nationwide to ensure that Redfield classrooms and offices are being maintained at near state-of-the-art readiness.
- 5.1.3 All buildings will be built and designed according to the *Design Standards Handbook*.

## **5.2 Assignment and Use of Space**

5.2.1 Buildings may be of two types as specified in the contract between the Board of Regents and the Redfield Foundation:

5.2.1.1 Buildings built with legislatively provided funds shall be jointly occupied by the three institutions.

5.2.1.2 Any buildings built entirely with non-Nevada public funds may be occupied solely by the institution(s) securing the funds.

5.2.2 In those cases where a building or part of a building is erected entirely by one partner, 100 percent of the costs of construction, including water rights acquisitions, infrastructural hookups, extensions, parking lots expansions, equipment, furniture, etc. will be borne by that partner.

## **Section VI. Campus Facilities and Student Services**

**6.1 The managing partner has the responsibility to maintain student services facilities.**

## **Section VII. Campus Safety and Security**

**7.1 The managing partner has the responsibility to manage and maintain the campus in a manner that provides for the security and safety of persons and property.**

**7.2 This responsibility will be accomplished primarily by UNR's professional police organization.**



# Redfield Campus MASTER PLAN Glossary

## **Chief Academic Officers**

The senior academic official assigned by each campus to serve at the Redfield Campus. The chief academic officer at Redfield may be assigned there on a part-time basis.

## **Contract**

The contract between the UCCSN and the Redfield Foundation specifying the terms and conditions of the gift of land to UCCSN on behalf of the University of Nevada, Reno, dated December 5, 1995, and other matters relating to planning and management of the proposed Redfield Campus.

## **Development Standards Handbook**

The handbook approved by Washoe County in 1998 as a required amendment to the Special Use Permit and Master Plan.

## **Joint Management Committee (JMC)**

Composed of the chief academic officers at the Redfield Campus from each of the three institutions as appointed by their respective presidents and the Chief Operating Officer of the Redfield Campus. Its duties are described in the Operating Agreement.

## **Operating Agreement**

The agreement signed by the three presidents in September 1996 and accepted by the Board of Regents.

## **Presidents' Council**

The presidents from the three partner institutions meeting together to discuss or determine policies or issues relating to the Redfield Campus.

## **Redfield Campus Advisory Committee (RCAC)**

A committee established by the Contract composed of representatives from each of the three institutions, the UCCSN Chancellor's Office, and the Redfield Foundation.

## **Redfield Campus Chief Operating Officer (COO)**

UNR's representative at the campus. The COO may be assigned there on a part-time basis.

## **Redfield I Report (RIR)**

A report issued by the UNR committee to President Joseph Crowley in October 1996. Representatives from TMCC and WNCC participated in the committee meetings.

## **Redfield II Committee (RIIC)**

A committee composed of representatives from each institution chaired by the UNR Dean of Continuing Education.

## **Special Use Permit and Physical Master Plan**

The Special Use Permit and Physical Master Plan approved by the Washoe County Commission in April 1996.

Exhibit 3

AMENDED AND RESTATED DEVELOPMENT AGREEMENT,  
AGREEMENT OF COVENANTS, CONDITIONS AND ESTABLISHMENT OF  
RESTRICTIONS AND GRANTS OF EASEMENT

This Amended and Restated Development Agreement, Agreement of Covenants, Conditions and Establishment of Restrictions and Grants of Easement (“Agreement”) is made as of \_\_\_\_\_, 2018 by and between the Nell J. Redfield Foundation (“Redfield”) and the Board of Regents of the Nevada System of Higher Education (formerly the University and Community College System of Nevada), on behalf of the University of Nevada, Reno (“Regents”)

RECITALS

A. Redfield and the Regents have entered into a Development Agreement, Agreement of Covenants, Conditions and Establishment of Restrictions and Grants of Easement, dated effective December 1, 1995, a copy of which is attached hereto as Exhibit A for historical purposes only

B. On October 24, 1996, Redfield executed a Dedication Deed for the benefit of the Regents which caused a transfer of that certain property described in Exhibit B, attached

hereto, to the Regents. (The transferred property shall be referred to herein as the “Campus Site”).

C. The Development Agreement, among other things, required the Regents to construct of minimum of 500,000 square feet of building area on the Campus Site over a period of 25 years.

D. The Regents have constructed approximately 104,570 gross square feet of building space on the Campus Site and intend to build up to about 100,000 square feet of additional building space in the future. However, the Regents have no intent of constructing the required 500,000 square feet of building space on the Campus Site at any time in the future.

E. The Development Agreement provides that, if the Regents fail to build out the Campus Site as required by December 1, 2020, the undeveloped portion of the Campus Site shall be reconveyed to Redfield at the option of Redfield.

F. The parties have, by survey, identified those portions of the Campus Site that will not be developed by the Regents in the future and that can be reconveyed to Redfield without adversely impacting the portion of the Campus Site that has been developed or which may be developed in the future by the Regents. A copy of the survey is attached hereto as Exhibit C.



G. Parcel 1 on Exhibit C identifies the portion of the Campus Site that the Regents intend to retain and Parcels 2, 3 and 4 identify the parcels that the Regents propose to reconvey to Redfield and that Redfield is prepared to accept reconveyance of from the Regents. Parcel 1 shall be described herein as the “Amended Campus Site” and Parcels 2, 3 and 4 shall be described herein as the “Surplus Property”.

H. The parties desire to retain for each other appropriate easements across the entire Campus Site for utilities, vehicular and pedestrian access to Parcels 1, 2, 3 and 4 as may be required for future development of the Amended Campus Site and the Surplus Property.

NOW THEREFORE for valuable consideration, the sufficiency of which is hereby acknowledged, Redfield and the Regents do hereby agree as follows:

1. TRANSFER OF SURPLUS PROPERTY

The Regents will cause the Surplus Property to be reconveyed to Redfield by appropriate Grant Deed and Redfield will receive and accept the Surplus Property in full and final settlement of any rights that it may otherwise have had under the Development Agreement.

2. PLAN OF DEVELOPMENT FOR AMENDED CAMPUS SITE

The Regents agree that any future development on the Amended Campus Site will be made in a manner consistent with the Architectural Guidelines attached to the Development Agreement but the Regents shall have no obligation to construct any additional buildings and improvement thereon such future development being at the sole and exclusive option of the Regents. Subject to completion of the transfer of Surplus Property to Foundation, the Foundation agrees to waive any future rights of reversion in the Agreement to the Amended Campus Site.

3. DEVELOPMENT OF SURPLUS PROPERTY

3.1 The Regents have been fully advised and acknowledged that Redfield intends to sell the Surplus Property for development purposes.

3.2 The Regents shall refrain from taking any action to oppose development on the Surplus Property so long as such development is consistent with the underlying zoning and/or the constraints imposed upon the Surplus Property by the Redfield Regional Center Plan.

4. CONTINUING EFFECTIVE DEVELOPMENT AGREEMENT

This Agreement is intended to replace and supersede the terms of the Development Agreement except to the extent that the Development Agreement may impose continuing obligations on the Campus Site which heretofore have become binding obligations of the Regents as to the Amended Campus Site or to Redfield as to the Surplus Property.

5. ESCROW

5.1 This Agreement shall constitute escrow instructions and a copy hereof shall be deposited with the Escrow Holder for this purpose.

5.2 This escrow (“Escrow”) shall be with Margie Roma, Escrow Agent at First American Title Company (“Escrow Holder”), 5310 Kietzke Lane, Suite 100, Reno, Nevada 89511.

5.3 Escrow shall be opened on the date on which copy of this Agreement, properly executed by all parties has been deposited with the Escrow Holder. Escrow Holder’s receipt of a fully executed copy of this Agreement shall be evidenced by the dated signature of its escrow officer on the signature page of this Agreement.



5.4 Provided all the conditions to the Close of Escrow have been satisfied or have been waived as set forth in this Agreement, the Escrow shall close not later than thirty (30) days following the date on which this Agreement is deposited into Escrow (“Close of Escrow”) but no event later than September 30, 2018 (the “Closing Date”).

5.5 In addition to any other obligations contained in this Agreement, on or before the Close of Escrow, the Regents shall deposit with Escrow Holder:

a) Grant Deed conveying the Surplus Property to Redfield;

b) All other documents required by this Agreement to be deposited by the Regents prior to the Close of Escrow.

5.6 In addition to any other obligations contained in this Agreement, on or before the Close of Escrow, Redfield shall deposit with Escrow Holder:

a) All funds pursuant to subsection 5.11 below;

b) All other documents required by this Agreement to be deposited by Redfield prior to the Close of Escrow.

5.7 Escrow shall not close unless and until:

a) Both parties have deposited with Escrow Holder all sums and other documents required as provided herein above;

b) Escrow Holder is prepared to issue the policy of title insurance described in subsection 5.8 hereof;

c) Escrow Holder shall be prepared to:

(i) Deliver to Redfield a fully executed non-foreign affidavit in form reasonably satisfactory to Redfield; and

(ii) File a Form 1099 reporting the transaction as agent for Redfield and the Regents.

5.8 Redfield shall provide Escrow Holder with a copy of the ALTA survey upon its completion and, prior to the Close of Escrow, Redfield shall obtain a written notification from Escrow Holder that Escrow Holder shall issue to Redfield at the Close of Escrow an ALTA owner's policy of title insurance in the amount of the agreed upon fair market value of the Surplus Property subject only to current taxes, those documents recorded pursuant to this Agreement, any standard printed title company exceptions, any other title exceptions approved by Redfield hereunder as Permitted Exceptions, together with such endorsements as shall be reasonably satisfactory to Redfield including but not limited to zoning, public street access and survey endorsements, and any such endorsements required by Redfield shall be approved in writing by Redfield to Escrow Holder thirty (30) days prior to Close of

Escrow. Escrow Holder is hereby instructed to deliver to Redfield at the Close of Escrow the approved ALTA owner's policy of title insurance in an amount equal to the agreed upon fair market value of the Surplus Property with the policy to be dated the date of the Close of Escrow thereby insuring the Regents hereunder as the owner of the Surplus Property.

5.9 Upon receipt of written instructions from the Regents and Redfield and upon satisfaction or waiver of any contingency specified herein, the Escrow Holder shall cause the Deed and this Agreement to be recorded in the office of the County Recorder of Washoe County, Nevada.

5.10 Real property taxes, if any, shall be prorated between Redfield and the Regents as of the Close of Escrow based upon the latest available tax information. Such proration shall be based upon a thirty (30) day month and a three hundred and sixty (360) day year.

5.11 All costs including, but not limited to, the Escrow fee, costs of the ALTA owner's policy of title insurance, documentary transfer taxes, recording fees and the cost of any required ALTA survey shall be paid by Redfield.

## 6. GENERAL PROVISIONS

6.1 Time is of the essence of the Agreement and all of the Terms, Provisions and Conditions hereof.





sent by any other party shall be effective only upon actual receipt thereof by the addressee. Any party may change its address for purposes of this section by giving notice to the other party and Escrow Holder as herein provided.

6.4 This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

6.5 The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the Provisions of this Agreement.

6.6 This Agreement has been drafted on the basis of mutual contributions of language and has been reviewed by all parties with the respective legal counsel and it is not to be construed against any party hereto as having drafted this Agreement. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

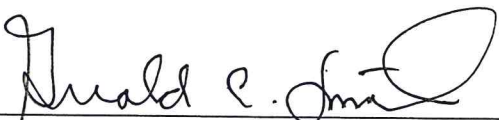
6.7 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same document.

6.8 Any portion of the Agreement not otherwise consummated at the closing shall survive the Close of Escrow as a continuing Agreement by and among the parties.


6.9 This Agreement shall enure to the benefit of and bind the parties hereto and the respective heirs, representatives and permitted successors and assigns.

IN WITNESS WHEREOF, Redfield and Regents have fully executed this Agreement as of the date first above written.

Nell J. Redfield Foundation

  
By: Gerald C. Smith, Secretary

Board of Regents of the Nevada System of Higher Education (formerly the University and Community College System of Nevada) of behalf of the University of Nevada, Reno

  
By: Marc Johnson, President



Approved:

\_\_\_\_\_  
By: Thom Reilly, Chancellor

Escrow Holder  
First American Title Company, a Nevada Corporation

Hereby acknowledges receipt by:

\_\_\_\_\_  
Margie Roma, Escrow Agent

**DEVELOPMENT AGREEMENT, AGREEMENT OF COVENANTS,  
CONDITIONS AND ESTABLISHMENT OF RESTRICTIONS  
AND GRANTS OF EASEMENTS**

This Development Agreement, Agreement Of Covenants, Conditions And Establishment Of Restrictions And Grants Of Easements ("Agreement") is made as of the 1<sup>ST</sup> day of DECEMBER, 1995, by and between Betty Alyce Jones, Helen Jeane Jones, Iris G. Brewerton, Kenneth G. Walker, and Gerald C. Smith, Trustees of The Nell J. Redfield Trust ("Trust"), The Nell J. Redfield Foundation, a non-profit corporation ("Foundation") ("herein jointly referred to as "Redfield") and the Board of Regents of the University and Community College System of Nevada on behalf of the University of Nevada ("Regents").

RECITALS

A. The Trust is the owner of a parcel of unimproved real property located in Washoe County, Nevada, more fully described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The Regents have expressed an interest in acquiring a portion of the Property consisting of approximately 60 acres and more fully described in Exhibit B attached hereto and incorporated herein by this reference (the "Campus Site").

C. Redfield has expressed a willingness to contribute the Campus Site to the Regents on the understanding that the Campus Site will be used solely for the purpose of constructing and

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operating a university campus facility and for any other purposes that may directly relate to the advancement of higher education.

D. In order to facilitate a transfer of the Campus Site to the Regents, the Trust is prepared to deed the Campus Site to the Foundation which will then transfer the Campus Site to the Regents by gift deed.

E. Redfield and the Regents desire that the Campus Site be transferred to the Regents subject to certain use restrictions and that the Campus Site be developed in accordance with a Site Plan attached hereto as Exhibit C and incorporated herein by reference, together with a Development Plan and a set of Architectural Guidelines which will be attached to this Agreement as exhibits when they have been completed and within certain time constraints and restrictions intended to ensure that the Campus Site be developed and fully utilized by the Regents on the terms and for the purposes contemplated by the parties.

F. Redfield desires to retain for itself, its successors and assigns, appropriate easements over, across and through the Campus Site for utility, vehicular and pedestrian access to those portions of the Property not included as part of the Campus Site (the "Additional Property").

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, Redfield and the Regents do hereby place certain conditions and restrictions on the transfer of the Campus Site which if not satisfied by the Regents within the time periods set forth hereinbelow, will cause the Campus Site to

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automatically revert to Redfield. Redfield and the Regents do hereby fix and establish for the benefit of each other, and their respective heirs, assigns, successors, mortgagees and tenants, certain easements, covenants, restrictions, servitudes, liens and charges (collectively "Restrictions") upon and subject to which the Campus Site and each part thereof shall be improved, maintained, held and operated.

The Restrictions shall be covenants running with the land pursuant to applicable law and shall run with title to each and every portion of the Property and shall inure to the benefit of and pass with each and every such portion and shall apply and bind the respective successors in interest thereof as mutual and reciprocal equitable servitudes in favor of the Property and each portion thereof.

1. TRANSFER OF CAMPUS SITE

1.1 The Regents, at the Regents' sole cost, shall employ CFA Planners and Engineers ("CFA"), 1150 Corporate Boulevard, Reno, Nevada 89502 to prepare a Site Plan (Exhibit C) and a Development Plan for the Campus Site together with appropriate applications requesting approval of a Parcel Map and a Special Use Permit (all such applications collectively referred to herein as "SUP") from Washoe County for development of a university campus and center for higher education.

1.2 When the SUP has been approved by Washoe County, the Trust will cause the Campus Site to be transferred to the Foundation and the Foundation will cause the Campus Site to be

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transferred to the Regents by appropriate gift deed with a right of reversion in the event that the provisions of this Agreement are not timely satisfied by the Regents or if, for any reason at a future time, the Regents elect to vacate the Campus Site or close the campus facility and/or discontinue its use as a facility for the advancement of learning and higher education.

2. GENERAL USE RESTRICTIONS

2.1 The Campus Site shall be used exclusively for educational purposes consistent with the operation of a campus of the University of Nevada and the construction, operation and maintenance of buildings and related facilities including vehicular parking areas, all as more fully described in this Agreement.

2.2 In furtherance of such use, the Regents shall construct and develop in accordance with the Site Plan and the Development Plan a campus of the University of Nevada to be named "University of Nevada, Reno Redfield Campus".

2.3 No portion of the Campus Site shall be used for any other purpose without the prior written consent of the Foundation.

3. PLAN OF DEVELOPMENT

3.1 The Campus Site shall be developed generally in accordance with the Development Plan and the Architectural Guidelines which will be attached hereto as exhibits when they have been completed.

3.2 The Regents shall be solely responsible for the cost to construct all necessary offsite infrastructure required to develop the Campus Site including but not limited to the following:

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(a) Extension of Wedge Parkway from the Mt. Rose Highway to such point as it provides suitable access to the Additional Property and to the MacKay property which lies to the east of the Campus Site;

(b) Extension of the sewer interceptor to such location as will provide service to the Additional Property as well as the Campus Site;

(c) Extension of all other utilities to the Campus Site.

#### 4. BUILDING AREA

4.1 The construction, establishment and maintenance of buildings on the Campus Site shall be specifically confined and limited to the building areas as shown on the Site Plan and the Development Plan; provided however that the Advisory Committee referred to hereinbelow shall have the power and authority to make such changes to the Site Plan and/or Development Plan as it deems desirable to the long range development of the Campus Site.

4.2 No building or other structures shall be erected, placed, maintained or substantially altered on any part of the Campus Site until or unless the exterior appearance and coloring thereof, specifically including, but not limited to, elevations, height, design and location is consistent with the Architectural Guidelines which are being developed by the parties and which will be attached hereto as an exhibit when they become available.

#### 5. TIMETABLE FOR DEVELOPMENT



5.1 The Development Plan for the Campus Site approved by the Regents, Redfield provides for a minimum of 500,000 square feet of building area to be constructed over a period of twenty-five (25) years. Construction of the buildings and improvements shall be completed in phases in accordance with the Development Plan and the following timetable for development:

(a) Groundbreaking and commencement of construction on the initial building(s) on the Campus Site shall occur on or before December 31, 2000.

(b) At least fifty percent (50%) of the total approved building area shall have been completed within thirteen (13) years after recordation of the gift deed together with appropriate landscaping for the adjoining open areas and malls. If this timetable is met or exceeded by the Regents, then the Regents shall be deemed to have satisfied the timetable for development and Redfield's reversionary right shall be terminated.

(c) If the Regents fail to complete construction of at least fifty percent (50%) of the total approved building area together with appropriate landscaping for adjoining open areas and malls within thirteen (13) years after recordation of the gift deed, the Development Plan in its entirety, including all appropriate landscaping for the adjoining open areas and malls shall be completed within twenty-five (25) years after recordation of the gift deed.

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5.2 Any change in the established timetable for development of the Campus Site must be approved in advance by Redfield.

5.3 Should the Regents fail to meet or exceed this timetable for development, the undeveloped portion of the Campus Site shall, at the option of Redfield, revert to Redfield.

6. DEFAULT BY REGENTS

6.1 Failure by the Regents in the due, prompt and complete performance and observation of any of the terms of this Agreement and continuation of such failure for a period of six (6) months after written notice thereof from Redfield to the Regents, specifying the nature of such failure shall be deemed to be a default hereunder; provided, however, that the Regents shall not be deemed to be in default if the Regents commence the curing of such a default within such six-month period and thereafter prosecute the curing thereof with due diligence.

6.2 In the event of a breach of or default under this Agreement as defined above, or if the Regents abandon the Campus Site or discontinue their use or the Campus Site for educational purposes as more fully described above, Redfield may, at Redfield option and without limiting Redfield in the exercise of any right or remedy Redfield may have on account of such default and without any further demand or notice, recover possession of the Campus Site or such portions of the Campus Site as may remain undeveloped with or without process of law and remove all persons and property therefrom which property may be stored by Redfield at a warehouse

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or elsewhere, at the risk, expense and for the account of the Regents.

7. EXPRESS GRANTS OF EASEMENT

7.1 Redfield and the Regents each as grantor hereby grants to each other for the benefit of each other, their respective successors, assigns, tenants, subtenants, licensees, concessionaires, employees, agents, customers, visitors and invitees and the Property, the Campus Site and the Additional Property belonging to the others as grantees, reciprocal, non-exclusive and irrevocable easements for utilities and for vehicular and pedestrian ingress and egress over and across the property of each of the others in order to gain necessary access and to provide for the orderly development of the Property.

At such time as the requisite easements for utilities and vehicular and pedestrian ingress and egress over the Property are defined and located, specific easement grants will be completed and recorded to avoid unduly clouding the title of the respective properties.

7.2 Any alteration of the natural water drainage flow which may occur as a natural consequence of normal construction activities and the existence of improvements on the Property including the Campus Site and the Additional Property shall be permitted. There are hereby reserved to the Regents and to the Redfield its heirs, successors and assigns, easements in, over, under, across and through the property of each other to grade, establish and maintain drainage patterns and facilities for the

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benefit of the Property as a whole. Upon establishment and completion of such drainage patterns and facilities, all of the Property shall remain subject thereto.

8. ESCROW

8.1 This Agreement shall constitute escrow instructions and a copy hereof shall be deposited with the Escrow Holder for this purpose.

8.2 This escrow ("Escrow") shall be with Sher LeGault, Escrow Agent at First American Title Co. ("Escrow Holder"), 201 West Liberty, Reno, Nevada 89504.

8.3 Escrow shall be opened on the date on which a copy of this Agreement, properly executed by all parties, has been deposited with the Escrow Holder. Escrow Holder's receipt of a fully executed copy of this Agreement shall be evidenced by the dated signature of its escrow officer on the signature page of this Agreement.

8.4 Provided all the conditions to the Close of Escrow have been satisfied or waived as set forth in this Agreement and provided all public appeal periods have expired with respect to the county's approval of the SUP, the Escrow shall close not later than thirty (30) days following the date of the final county hearing at which the Regents are granted the SUP approval ("Close of Escrow") but in no event later than April 15, 1996 (the "Closing Date").

8.5 In addition to any other obligations contained in this Agreement, on or before the Close of Escrow, the Regents shall deposit with Escrow Holder:

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(a) All funds pursuant to subsection 8.10 below;

(b) All other documents required by this Agreement to be deposited by the Regents prior to the Close of Escrow.

8.6 In addition to any other obligations contained in this Agreement, on or before the Close of Escrow, Redfield shall deposit with Escrow Holder:

(a) Gift deed with a right of reversion ("Deed") conveying the Campus Site to the Regents;

(b) All other documents required by this Agreement to be deposited by Redfield prior to Close of Escrow.

8.7 Escrow shall not close unless and until:

(a) Both parties have deposited with Escrow Holder all sums and other documents required as provided hereinabove;

(b) Escrow Holder is prepared to issue the policy of title insurance described in Subsection 8.8 hereof;

(c) Escrow Holder shall be prepared to:

(i) Deliver to the Regents a fully executed non-foreign affidavit in form reasonably satisfactory to the Regents; and

(ii) File a Form 1099 reporting the transaction as agent for Redfield and the Regents.

8.8 The Regents shall provide Escrow Holder with a copy of the Regent's ALTA survey upon its completion, and prior to Close of Escrow, the Regents shall obtain written notification from Escrow Holder that Escrow Holder shall issue to the Regents at the Close of Escrow an ALTA owner's policy of title insurance in the

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amount of the agreed upon fair market value of the Campus Site subject only to current taxes, those documents recorded pursuant to this Agreement, any standard printed title company exceptions, any other title exceptions approved by the Regents hereunder as Permitted Exceptions, together with such endorsements as shall be reasonably satisfactory to the Regents including but not limited to zoning, public street access and survey endorsements, and any such endorsements required by the Regents shall be approved in writing by the Regents to Escrow Holder thirty (30) days prior to Close of Escrow. Escrow Holder is hereby instructed to deliver to the Regents at the Close of Escrow the approved ALTA owner's policy of title insurance in an amount equal to the agreed upon fair market value of the Campus Site with the policy to be dated the date of the Close of Escrow thereby ensuring the Regents hereunder as fee owner of the Property.

8.9 Upon receipt of written instructions from the Regents and Redfield and upon satisfaction or waiver of any contingencies specified herein, the Escrow Holder shall cause the Deed and this Agreement to be recorded in the office of the County Recorder of Washoe County, Nevada.

8.10 Real property taxes shall be prorated between the Regents and Redfield as of the Close of Escrow based upon the latest available tax information. Such prorations shall be based upon a thirty (30) day month and a three hundred sixty (360) day year.

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8.11 All costs including but not limited to the escrow fee, cost of the ALTA owner's policy of title insurance, documentary transfer taxes, recording fees, and the cost of any required ALTA survey shall be paid by the Regents.

9. DEVELOPMENT OF ADDITIONAL PROPERTY

9.1 The Regents have been fully advised and acknowledge that Redfield intends to sell the Additional Property for development purposes.

9.2 The Regents shall refrain from taking any action to oppose development on the Additional Property so long as such development is consistent with the underlying zoning and/or the constraints imposed upon the Additional Property by the Area Plan.

10. TERMINATION OF AGREEMENT

10.1 Should Washoe County for any reason refuse to approve the SUP filed by the Regents, this Agreement shall terminate and the parties hereto shall be released from any further obligations hereunder.

10.2 Should the Regents, for any reason elect not to proceed with the SUP, this Agreement shall terminate and the parties shall be released from any further obligations hereunder.

10.3 In the event that this Agreement is terminated as provided for herein, the Regents shall be responsible for all costs that may have been incurred including escrow fees.

11. GENERAL PROVISIONS

11.1 Time is of the essence of the Agreement and all of the terms, provisions and conditions hereof.

12.

11.2 In any action between the Regents and the Trust and the Foundation seeking enforcement of any of the terms and provisions of this Agreement, or in connection with any of the Property, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses not limited to taxable costs, and reasonable attorneys' fees.

11.3 All notices, requests, demands and other communications given or required to be given hereunder shall be in writing, duly addressed to the parties as follows:

If to the Trust at: The Nell J. Redfield Trust  
1755 E. Plumb Lane, Suite 212  
P.O. Box 61  
Reno, Nevada 89504  
Attention: Gerald C. Smith

If to the Foundation at: The Nell J. Redfield Foundation  
1755 E. Plumb Lane, Suite 212  
P.O. Box 61  
Reno, Nevada 89504  
Attention: Gerald C. Smith

If to the Regents at: The Board of Regents of the  
University and Community College  
System of Nevada  
2601 Enterprise Road  
Reno, Nevada 89512

If to Escrow at: Sher LeGault, Escrow Agent  
First American Title Company  
201 W. Liberty  
Reno, Nevada 89504  
(702) 688-4848

Any such notice sent by private mail carrier such as Federal Express or by certified mail, return-receipt requested, shall be deemed to have been duly given and received ninety-six (96) hours after the same is so addressed and mailed in Nevada with postage



pre-paid. Notice sent by any other manner shall be effective only upon actual receipt thereof by the addressee. Any party may change its address for purposes of this section by giving notice to the other party and to Escrow Holder as herein provided .

11.4 This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

11.5 This Agreement contains all of the agreements of Redfield and the Regents hereto with respect to the Property and the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment to this Agreement. Notwithstanding any provision contained in this Agreement to the contrary, this Agreement shall not be binding upon Redfield until such time as the Regents and Redfield have fully executed this Agreement.

11.6 The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

11.7 This Agreement has been drafted on the basis of mutual contributions of language and has been reviewed by all parties with their respective legal counsel, and it is not to be construed against any party hereto as having drafted this Agreement. If any paragraph, section, sentence, clause or phrase

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contained in this Agreement shall become illegal, null or void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

11.8 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

11.9 Any portion of the Agreement not otherwise consummated at the Closing shall survive the Close of Escrow as a continuing agreement by and among the parties.

11.10 This Agreement shall enure to the benefit of and bind the parties hereto and their respective heirs, representatives and permitted successors and assigns.

IN WITNESS WHEREOF, Redfield and the Regents have fully executed this Agreement as of the date first above written.

THE NELL J. REDFIELD TRUST

By: Betty Alyce Jones  
Betty Alyce Jones, Trustee

By: Helen Jeanne Jones  
Helen Jeanne Jones, Trustee

By: Gerald C. Smith  
Gerald C. Smith, Trustee

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contained in this Agreement shall become illegal, null or void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

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IN WITNESS WHEREOF, Redfield and the Regents have fully executed this Agreement as of the date first above written.

THE NELL J. REDFIELD TRUST

By: Betty Alyce Jones, Trustee

By: Helen Jeane Jones, Trustee

By: Gerald C. Smith  
Gerald C. Smith, Trustee

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LEGAL DESCRIPTION  
REDFIELD PROPERTY SOUTH  
OF MOUNT ROSE HIGHWAY

A portion of the S1/2 of Section 29, and the NE1/4 of Section 32, T.18N., R.20E., M.D.M., more particularly described as follows:

Beginning at the southwest corner of said Section 29; thence along the west line of said Section 29, N 00°26'27" E, 594.87 feet to a point on the south right-of-way of State Route 431;  
thence along said south right-of-way the following courses and distances:  
along the arc of a non-tangent 3075.00 foot radius curve to the left from a tangent bearing N 82°34'13" E through a central angle of 10°49'18" a distance of 580.79 feet;  
S 18°15'06" E, 25.00 feet;  
along the arc of a non-tangent 3100.00 foot radius curve to the left from a tangent bearing N 71°44'54" E through a central angle of 13°24'31" a distance of 725.48 feet;  
N 58°20'23" E, 697.92 feet;  
N 63°34'38" E, 602.52 feet;  
N 58°20'23" E, 430.90 feet;  
along the arc of a tangent 440.00 foot radius curve to the right through a central angle of 47°10'27" a distance of 362.27 feet to a point on the northerly boundary of Parcel B of Parcel Map 56;  
thence along the boundary of said Parcel Map 56 the following courses and distances:  
S 66°03'23" W, 325.62 feet;  
S 05°26'47" W, 296.67 feet;  
S 72°54'47" E, 511.06 feet to a point on the proposed westerly right-of-way of US 395;  
thence along said proposed westerly right-of-way of US 395 the following courses and distances:  
N 86°40'56" E, 41.54 feet;  
along said proposed along the arc of a non-tangent 3800.00 foot radius curve to the left from a tangent bearing S 03°19'04" E, through a central angle of 21°21'39" a distance of 1416.70 feet;  
S 24°40'43" E, 1399.82 feet;  
N 65°19'17" E, 100.00 feet;  
S 24°40'43" E, 341.11 feet;  
along the arc of a tangent 4800.00 foot radius curve to the right through a central angle of 14°22'32" a distance of 1204.34 feet to a point on the east-west centerline of said Section 32;  
thence along said east-west centerline of Section 32, N 88°55'48" W, 1320.46 feet, more or less, to a point on the easterly boundary of that patented mining claim conveyed to Raymond and Betty West, et al, by Document No. 1522140;  
thence along the boundary of said patented mining claim the following courses and distances:  
N 16°23'39" W, 233.12 feet, more or less;  
N 73°36'21" E, 600.00 feet, more or less;

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N 16°23'39" W, 1500.00 feet, more or less;  
S 73°36'21" W, 600.00 feet, more or less;  
N 16°23'39" W, 750.00 feet, more or less;  
S 73°36'21" W, 147.23 feet, more or less, to a point on the north centerline of  
said Section 32;  
thence along said north-south centerline of Section 32, N 00°00'00" E, 345.53  
feet, more or less, to the north quarter of said Section 32;  
thence along the north line of said Section 32, N 89°58'05" W, 2644.49 feet to  
the point of beginning.

Containing 146.5 acres of land, more or less.

BK 4706PGUU55



LEGAL DESCRIPTION

A parcel of land situate within the South one-half of Section 29, T18N, R20E, MDM; more particularly described as follows:

Beginning at the south one quarter corner of said Section 29; thence along the south line of Section 29, N 89°57'47" W, 1954.95 feet;  
thence along the arc of a non-tangent 690.00 foot radius curve to the left from a tangent bearing N 70°25'55" E, through a central angle of 20°26'34" a distance of 246.19 feet;  
thence S 40°00'39" E, 0.63 feet;  
thence along the arc of a tangent 200.00 foot radius curve to the left through a central angle of 02°41'05" a distance of 9.37 feet;  
thence along the arc of a non-tangent 700.00 foot radius curve to the left from a tangent bearing N 49°58'17" E, through a central angle of 18°04'33" a distance of 220.84 feet to a point of compound curvature;  
thence along the arc of a tangent 2350.00 foot radius curve to the left through a central angle of 07°36'00" a distance of 311.72 feet to a point of compound curvature;  
thence along the arc of a tangent 480.00 foot radius curve to the left through a central angle of 47°00'44" a distance of 393.85 feet to a point of reverse curvature;  
thence along the arc of a tangent 50.00 foot radius curve to the right through a central angle of 81°15'31" a distance of 70.91 feet to a point on the southerly right-of-way line of State Route 431; thence along said southerly right-of-way line the following courses and distances:  
along the arc of a tangent 3100.00 foot radius curve to the left through a central angle of 00°12'07" a distance of 10.93 feet;  
N 58°20'23" E, 697.92 feet;  
N 63°34'38" E, 602.52 feet;  
N 58°20'23" E, 378.61 feet;  
thence S 31°39'37" E, 90.05 feet;  
thence S 05°27'31" W, 261.08 feet;  
thence S 72°53'11" E, 557.91 feet to a point on the westerly right-of-way line of U. S. 395;  
thence along said westerly right-of-way line the following courses and distances:  
N 86°43'25" E, 41.79 feet;  
on the arc of a non-tangent 3800.00 foot radius curve to the left from a tangent bearing S 03°19'04" E, through a central angle of 08°17'56" a distance of 550.41 feet;  
thence S 87°52'48" W, 564.79 feet;  
thence S 43°56'24" W, 216.02 feet;  
thence S 00°00'00" E, 620.00 feet to the point of beginning

Containing 59.36 acres feet of land, more or less.

BK 4 / 06 PG 0056



**STATEMENT OF INTENT  
Redfield Campus Advisory Committee and  
Joint Campus Uses**

1. Joint Campus Use

1.1. The University of Nevada, Reno Redfield Campus (Redfield Campus) will house educational programs associated with the University of Nevada, Reno, the Truckee Meadows Community College, and the Western Nevada Community College.

1.2. It is anticipated that the Redfield Campus will eventually contain at least 500,000 square feet of building space. UNR may reserve up to 50% of the space for its exclusive use. Other uses may be joint in nature (two or more institutions) or may be solely under the exclusive use of one institution. All buildings, whether built for joint or sole use, shall be constructed within the guidelines of the Redfield Campus Site Plan, Development Plan and the Architectural Guidelines as approved by the Washoe County Planning Commission.

1.3. If ownership of additional land, contiguous to the Redfield Campus, is secured by any of the current UCCSN institutions of higher education, it shall be incorporated into the Redfield Campus and fall within the purview of the Redfield Campus Advisory Committee.

1.4. To help maintain the cooperative spirit among the several participating institutions, the entrance sign to the campus and references to the Redfield Campus in the media shall refer to the joint-use nature of the campus. Individual building names will not carry an institutional designation.

2. Redfield Campus Advisory Committee

2.1. There will be established a Redfield Campus Advisory Committee (Advisory Committee) that reports to the President of the University of Nevada, Reno. Membership on the Committee shall be composed of six voting members, three from UNR (one of whom shall serve as the chair), one from TMCC, one from WNCC, and one from the Redfield Foundation. The Presidents of the respective community colleges shall appoint their respective Advisory Committee members.

2.2. The Advisory Committee shall function to further the higher education goals of the University and Community College System of Nevada and its several institutions in north western Nevada. To help secure this goal, the purposes of the Committee shall be to make recommendations regarding (1) the development and management of the Redfield Campus physical plant, (2) the educational uses of the Redfield Campus and (3) other issues as assigned by the President of UNR.

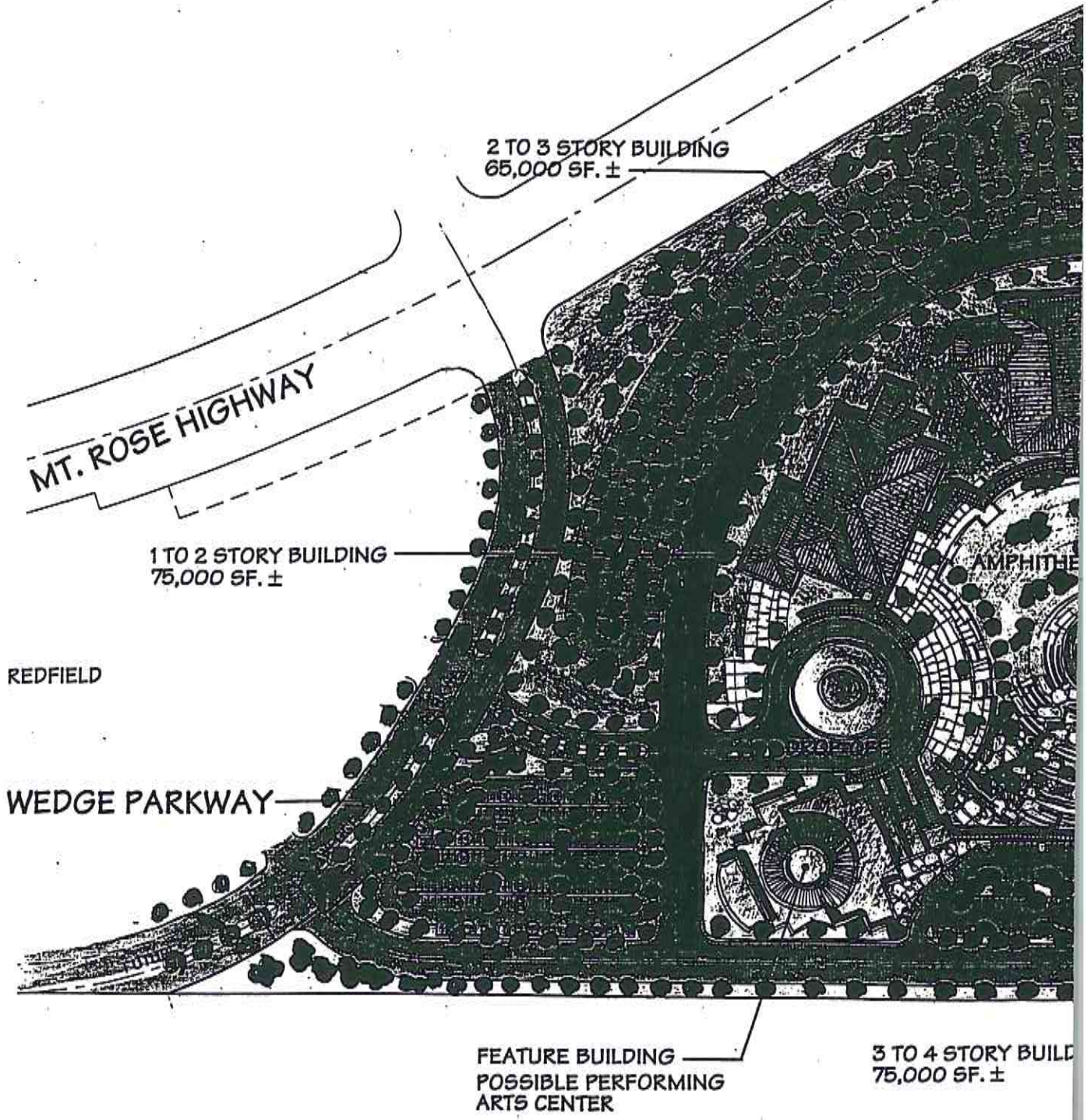
2.3. Furthermore, the Advisory Committee shall investigate other joint-use campuses as may exist and develop and recommend useful policies and procedures relative to the Redfield Campus. These shall be contained in a policy manual.

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# UNIVERSITY OF NEVADA ,RENO'S REDFIELD CAMPUS

TRUCKEE MEADOWS COMMUNITY COLLEGE  
WESTERN NEVADA COMMUNITY COLLEGE



BK 4706PG0059







LEGAL DESCRIPTION

A parcel of land situate within the South one-half of Section 29, T18N, R20E, MDM; more particularly described as follows:

Beginning at the south one quarter corner of said Section 29; thence along the south line of Section 29, N 89°57'47" W, 1954.95 feet;  
thence along the arc of a non-tangent 690.00 foot radius curve to the left from a tangent bearing N 70°25'55" E, through a central angle of 20°26'34" a distance of 246.19 feet;  
thence S 40°00'39" E, 0.63 feet;  
thence along the arc of a tangent 200.00 foot radius curve to the left through a central angle of 02°41'05" a distance of 9.37 feet;  
thence along the arc of a non-tangent 700.00 foot radius curve to the left from a tangent bearing N 49°58'17" E, through a central angle of 18°04'33" a distance of 220.84 feet to a point of compound curvature;  
thence along the arc of a tangent 2350.00 foot radius curve to the left through a central angle of 07°36'00" a distance of 311.72 feet to a point of compound curvature;  
thence along the arc of a tangent 480.00 foot radius curve to the left through a central angle of 47°00'44" a distance of 393.85 feet to a point of reverse curvature;  
thence along the arc of a tangent 50.00 foot radius curve to the right through a central angle of 81°15'31" a distance of 70.91 feet to a point on the southerly right-of-way line of State Route 431; thence along said southerly right-of-way line the following courses and distances:  
along the arc of a tangent 3100.00 foot radius curve to the left through a central angle of 00°12'07" a distance of 10.93 feet;  
N 58°20'23" E, 697.92 feet;  
N 63°34'38" E, 602.52 feet;  
N 58°20'23" E, 378.61 feet;  
thence S 31°39'37" E, 90.05 feet;  
thence S 05°27'31" W, 261.08 feet;  
thence S 72°53'11" E, 557.91 feet to a point on the westerly right-of-way line of U. S. 395;  
thence along said westerly right-of-way line the following courses and distances:  
N 86°43'25" E, 41.79 feet;  
on the arc of a non-tangent 3800.00 foot radius curve to the left from a tangent bearing S 03°19'04" E, through a central angle of 08°17'56" a distance of 550.41 feet;  
thence S 87°52'48" W, 564.79 feet;  
thence S 43°56'24" W, 216.02 feet;  
thence S 00°00'00" E, 620.00 feet to the point of beginning

Containing 59.36 acres feet of land, more or less.

N 16°23'39" W, 1500.00 feet, more or less;  
S 73°36'21" W, 600.00 feet, more or less;  
N 16°23'39" W, 750.00 feet, more or less;  
S 73°36'21" W, 147.23 feet, more or less, to a point on the north centerline of  
said Section 32;  
thence along said north-south centerline of Section 32, N 00°00'00" E, 345.53  
feet, more or less, to the north quarter of said Section 32;  
thence along the north line of said Section 32, N 89°58'05" W, 2644.49 feet to  
the point of beginning.

Containing 146.5 acres of land, more or less.



**OWNERS CERTIFICATE**

THIS IS TO CERTIFY THAT UNDERSIGNED, RUIYI AGGREGATE COMPANY, A GENERAL PARTNERSHIP, IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND IS EXERCISING THE RIGHTS OF SAID OWNER IN ACCORDANCE WITH THE PROVISIONS OF A.P.S. CHAPTER 278 AND THE RELEVANT UTILITY COMPANIES AND CABLE TELEVISION COMPANIES, THEIR SUCCESSORS AND ASSIGNS, THOSE PERMITS AND EASEMENTS DEDICATED HEREOF FOR THE APPOINTMENT AND STORM DRAINAGE, TOGETHER WITH THE RIGHT OF INGRESS THERE TO AND EGRESS THEREFROM FOREVER.

BOARD OF REGENTS  
UNIVERSITY AND COMMUNITY COLLEGE SYSTEM NEVADA

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME AND TITLE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME AND TITLE

**NOTARY ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_ } S.S.  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, \_\_\_\_\_, THE ABOVE INSTRUMENT, IN WITNESS WHEREOF I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC \_\_\_\_\_  
(MY COMMISSION EXPIRES \_\_\_\_\_)

STATE OF \_\_\_\_\_ } S.S.  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, \_\_\_\_\_, THE ABOVE INSTRUMENT, IN WITNESS WHEREOF I HEREBY SET MY HAND AND AFFIX MY OFFICIAL SEAL ON THE DATE AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC \_\_\_\_\_  
(MY COMMISSION EXPIRES \_\_\_\_\_)

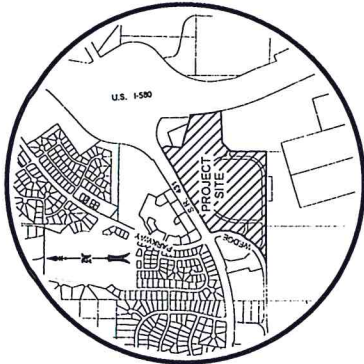
**TITLE COMPANY CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT THE RECORD AN INTEREST IN THE LANDS DEDICATED HEREOF AND THAT IT IS THE ONLY OWNER OF RECORD OF SAID LANDS. THAT ALL THE OWNERS OF RECORD OF THE LANDS HAVE BEEN IDENTIFIED AND THAT THERE ARE NO LEADS OF RECORD AGAINST THE LANDS OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS.

FIRST AMERICAN TITLE COMPANY

BY: NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE



**VICINITY MAP**  
NOT TO SCALE

**TAX CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THE LAND SHOWN HEREOF FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY TAXES DUE TO THE COUNTY OF WASHINGTON FOR THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PRECEDENT TO N.R.S. 35A.125.

A.P.N. 144-070-21  
WASCO COUNTY TREASURER

BY: NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPUTY TREASURER

**UTILITY COMPANIES CERTIFICATE**

THE UTILITY EASEMENTS SHOWN ON THIS MAP HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED UTILITY COMPANIES AND TRUCKEE MEADOWS WATER AUTHORITY.

BY: NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SERVA PACIFIC POWER CO. 476/9 WY ENERGY

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NEVADA BELL TELEPHONE CO. 476/9 AREA NEVADA

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

CHARTER COMMUNICATIONS

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

TRUCKEE MEADOWS WATER AUTHORITY

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

CARL R. C46 BACA, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AGENT FOR LUMOS AND ASSOCIATES, INC., DO HEREBY CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN NEVADA IN ACCORDANCE WITH THE PROVISIONS OF A.P.S. CHAPTER 278 AND THE RELEVANT UTILITY COMPANIES AND CABLE TELEVISION COMPANIES, THEIR SUCCESSORS AND ASSIGNS, THOSE PERMITS AND EASEMENTS DEDICATED HEREOF FOR THE APPOINTMENT AND STORM DRAINAGE, TOGETHER WITH THE RIGHT OF INGRESS THERE TO AND EGRESS THEREFROM FOREVER.

2. THE LANDS DESCRIBED LIE WITHIN A PORTION OF THE SOUTH 1/2 OF SECTION 29, T18 N, R30 E, 10th M., COUNTY OF WASHOE, NEVADA AND THE SURVEY WAS COMPLETED ON MARCH 30, 2018.

3. THIS PLAT COMPIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL TO THE PLAT.

4. THIS PLAT COMPIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL TO THE PLAT.



CARL R. C46 BACA, P.L.S.  
NEVADA CERTIFICATE No. 7633

EXPIRES 12/31/18

**DISTRICT BOARD OF HEALTH CERTIFICATE**

THIS PARCEL MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY. APPROVAL DOES NOT CONSTITUTE URBAN PLANS FOR A PUBLIC WATER SUPPLY AND COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.

FOR THE DISTRICT BOARD OF HEALTH: \_\_\_\_\_ DATE: \_\_\_\_\_

**CITY OF RENO CERTIFICATE**

APPROVED AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF RENO, WASHOE COUNTY, NEVADA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

BY: NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMUNITY DEVELOPMENT DIRECTOR

**PARCEL MAP**

**BOARD OF REGENTS  
UNIVERSITY & COMMUNITY  
COLLEGE SYSTEM NEVADA**

BEING A PARCEL MAP OF A TRACT OF LAND, MORE PARTICULARLY DESCRIBED AS A PARCEL SITUATE IN THE N.W. 1/4 OF THE S. 1/2 OF SECTION 29, T18 N, R30 E, 10th M., COUNTY OF WASHOE, NEVADA, AS SHOWN ON THE PLAT OF THE CITY OF RENO, WASHOE COUNTY, NEVADA.

1222 PRACTICE PLACE  
RENO, NEVADA  
754-1774/274-1111  
LUMOS



FILED No. \_\_\_\_\_  
FEE: \_\_\_\_\_  
FILE FOR RECORD AT THE REQUEST  
OF LUMOS & ASSOCIATES, INC.  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
2018, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_  
O'CLOCK M., OFFICIAL RECORDS  
OF WASHOE COUNTY, NEVADA.  
LAWRENCE R. BURNESS  
COUNTY RECORDER  
BY: \_\_\_\_\_  
DEPUTY

Drawn By: CSC  
Sheet 1 of 2  
Date: 06/07/18  
Orig. No.: 4410000 PENDING

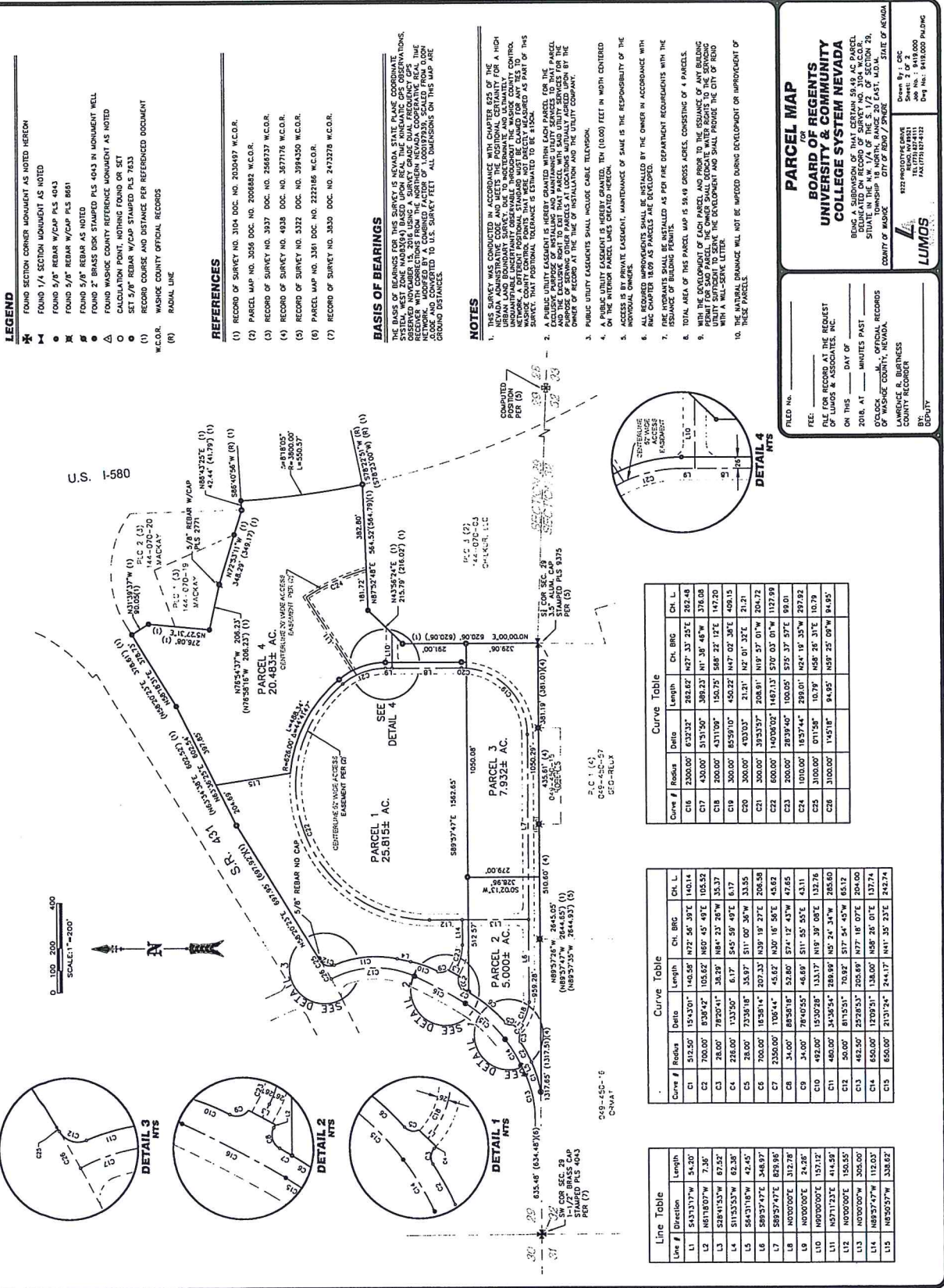
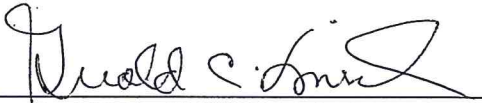


Exhibit 4

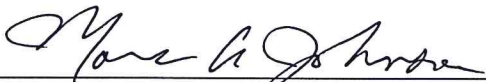
A RESOLUTION PERTAINING TO THE APPROVAL OF THE RECONVEYANCE OF 33.42+/- ACRES OF REAL PROPERTY, LOCATED WASHOE COUNTY CURRENTLY A PART OF ASSESSOR PARCEL NUMBER #114-070-21, RENO NEVADA, FROM THE NEVADA SYSTEM OF HIGHER EDUCATION TO THE REDFIELD FOUNDATION AS PER THE TERMS OF THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT, AGREEMENT OF COVENANTS, CONDITIONS AND ESTABLISHMENT OF RESTRICTIONS AND GRANTS OF EASEMENT.

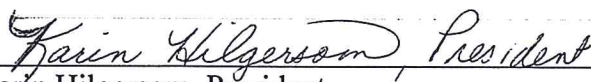
BE IT RESOLVED that the Redfield Foundation approves the reconveyance of 33.42+/- acres of Real Property located at Washoe County currently part of Assessor parcel number 144-070-21 Reno, Nevada as per the terms of the Amended and Restated Development Agreement, Agreement of Covenants, Conditions and Establishment of Restrictions and Grants of Easement dated April 27, 2018.

PASSED AND ADOPTED on April 27, 2018.

  
Jerry Smith, Redfield Foundation

Attest:

  
\_\_\_\_\_  
Marc Johnson, President  
University of Nevada Reno

  
\_\_\_\_\_  
Karin Hilgersom, President  
Truckee Meadows Community College



**Exhibit 5**

**A RESOLUTION PERTAINING TO THE APPROVAL OF THE RECONVEYANCE OF 33.42+/- ACRES OF REAL PROPERTY, LOCATED WASHOE COUNTY CURRENTLY A PART OF ASSESSOR PARCEL NUMBER #114-070-21, RENO NEVADA, FROM THE NEVADA SYSTEM OF HIGHER EDUCATION TO THE REDFIELD FOUNDATION AS PER THE TERMS OF THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT, AGREEMENT OF COVENANTS, CONDITIONS AND ESTABLISHMENT OF RESTRICTIONS AND GRANTS OF EASEMENT, AND TO THE AUTHORIZATION OF CHANCELLOR, OR HIS DESIGNEE, TO APPROVE AND SIGN THE CORRESPONDING AGREEMENT AND TRANSFER DOCUMENTS ASSOCIATED WITH THE RECONVEYANCE OF THE PROPERTY AFTER CONSULTATION WITH THE BUSINESS, FINANCE AND FACILITIES COMMITTEE CHAIR AND REVIEW BY NSHE GENERAL COUNSEL.**

**BE IT RESOLVED** that the Redfield Foundation approves the reconveyance of 33.42+/- acres of Real Property located at Washoe County currently part of Assessor parcel number 144-070-21 Reno, Nevada as per the terms of the Amended and Restated Development Agreement, Agreement of Covenants, Conditions and Establishment of Restrictions and Grants of Easement dated \_\_\_\_\_.

**BE IT FURTHER RESOLVED** that the Board of Regents hereby authorizes the Chancellor, or Designee, after consultation with the Business, Finance and Facilities Committee Chair and review by NSHE General Counsel, to approve and sign the corresponding Agreement and Transfer documents associated with the reconveyance of real property.

PASSED AND ADOPTED on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Chairman  
Board of Regents of the  
Nevada System of Higher Education

(SEAL)  
Attest:

\_\_\_\_\_  
Chief of Staff and Special Counsel

To the Board of Regents and

Ex facto Secretary of the Board of Regents (BUSINESS, FINANCE & FACILITIES COMMITTEE 06/07/18) Ref. BFF-4, Page 117 of 117