

MAINTENANCE AGREEMENT FOR DONOVAN RANCH LANDSCAPE IMPROVEMENTS

This Maintenance Agreement is made and entered into this ___ day of _____, 2017, by and between Washoe County, a political subdivision of the State of Nevada, acting by and through its Community Services Department, hereafter called "County" and Sugarloaf Peak Landscape Maintenance Association, Inc., a Nevada Domestic Nonprofit Corporation hereafter called "Sugarloaf Peak Landscape Maintenance Association". In consideration of the terms and conditions hereof, the parties agree as follows:

RECITALS

The County is the current owner of that certain real property located in Washoe County, Nevada, known as a portion of Parcel 534-450-05 as depicted in Exhibit "A" attached hereto, incorporated herein by reference and hereafter called "Property"; and

Sugarloaf Peak Landscape Maintenance Association, in its Site Improvement Plans for Donovan Ranch Phase 5, dated May 16, 2017, has agreed to construct the trail system and landscaping improvements around the Donovan Ranch, encompassing 390 lots at build out and will assume the maintenance and liability of the trail system and landscaping improvements; and

Sugarloaf Peak Landscape Maintenance Association desires to makes trail and landscape improvements, hereinafter called "Improvements" on Property as indicated in Exhibit "C" attached hereto, incorporated herein by reference; and

Sugarloaf Peak Landscape Maintenance Association must maintain Improvements; and

Both County and Sugarloaf Peak Landscape Maintenance Association desire to provide a trail system open for the use and enjoyment of the public;

THEREFORE, County and Sugarloaf Peak Landscape Maintenance Association agree on the following terms and conditions:

1. Term. Sugarloaf Peak Landscape Maintenance Association shall maintain the Improvements referenced in Exhibit "C" on the Property in perpetuity, and ensure the Property is open and available for use by the general public and compliant with Nevada Revised Statutes.
2. Construction and Maintenance by Sugarloaf Peak Landscape Maintenance Association. Sugarloaf Peak Landscape Maintenance Association shall be solely responsible for any and all costs associated with the construction of Improvements.

Sugarloaf Peak Landscape Maintenance Association shall be solely responsible for maintenance, repair and replacement of Improvements, including but not limited to labor, equipment and materials, as identified in Exhibit "B" Scope of Service.

3. Damage and Vandalism. Sugarloaf Peak Landscape Maintenance Association shall be solely responsible for the replacement or repair of any and all damage to Improvements. Sugarloaf Peak Landscape Maintenance Association must maintain full property liability coverage throughout the duration of this Agreement and limits set forth in Paragraph 8 below.

4. Right of Entry. Sugarloaf Peak Landscape Maintenance Association is hereby granted the right to enter Property for the sole purpose of construction and maintenance of Improvements. All vehicle access, including maintenance equipment, is subject to prior approval by County, including but not limited to type and location of vehicles and equipment. Storage of maintenance related equipment shall be the responsibility of Sugarloaf Peak Landscape Maintenance Association and shall not be stored on County property without prior approval of Washoe County. Washoe County retains the right to inspect all improvements.

5. Cooperation. County and Sugarloaf Peak Landscape Maintenance Association agree to develop and maintain a cooperative, working relationship to provide for the public's enjoyment and use of Parcel.

6. Inspection. County will conduct at minimum an annual inspection of the Parcel and Improvements to ensure public access, safety and compliance with general County standards.

7. Indemnification and Hold Harmless. Sugarloaf Peak Landscape Maintenance Association agrees to indemnify, hold harmless and defend County, its officers, agents, and employees from and against any claim, suit, action or cause of action for injury, including death or property damage to any person, including Sugarloaf Peak Landscape Maintenance Association members or their invitees or from any claims for damages or injury suffered.

8. Insurance. Sugarloaf Peak Landscape Maintenance Association shall, at its sole cost and expense, secure and maintain in full force and effect during the term of this Agreement, a policy or policies of Workers' Compensation, General Liability and Auto Liability, Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by Sugarloaf Peak Landscape Maintenance Association, its agents, representatives, employees or sub-contractors. The cost of all such insurance shall be borne by Sugarloaf Peak Landscape Maintenance Association.

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Sugarloaf Peak Landscape Maintenance Association or any sub-contractors by County. Sugarloaf Peak Landscape Maintenance Association agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the County to make any payment under this Agreement to provide County with a certificate issued by an insurer in accordance with NRS 6168.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

Should Sugarloaf Peak Landscape Maintenance Association be self-funded for Industrial insurance, Sugarloaf Peak Landscape Maintenance Association shall so notify County in writing prior to the signing of any agreement. County reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

Sugarloaf Peak Landscape Maintenance Association shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages
 - a. County, its officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Sugarloaf Peak Landscape Maintenance Association, including the insured's general supervision of Sugarloaf Peak Landscape Maintenance Association; products and completed operations of Sugarloaf Peak Landscape Maintenance Association; or premises owned, occupied or used by Sugarloaf Peak Landscape Maintenance Association. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds, nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.
 - b. Sugarloaf Peak Landscape Maintenance Association's insurance coverage shall be primary insurance as respects County, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, agents, employees or volunteers shall be excess of Sugarloaf Peak Landscape Maintenance Association's insurance and shall not contribute with it in any way.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its officers, agents, employees or volunteers.

- d. Sugarloaf Peak Landscape Maintenance Association's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

VERIFICATION OF COVERAGE

Sugarloaf Peak Landscape Maintenance Association shall furnish County with certificates of insurance and with original endorsements affecting coverage required by Paragraph 8. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by County. All certificates and endorsements are to be addressed to the specific County contracting department and be received and approved by County before work commences. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

9. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or delivered by U. S. mails, postage prepaid on the date posted, and addressed to the other party at the following addresses:

County: Washoe County
Director, Community Services Department
P.O. Box 11130
Reno, NV 89520

Sugarloaf Peak Landscape Maintenance Association:
Sugarloaf Peak Landscape Maintenance Association
Piper Cates
4894 Sparks Blvd #106
Sparks, NV 89436

10. Termination. In the event either Sugarloaf Peak Landscape Maintenance Association or the County breaches or otherwise defaults in the performance of any of the terms, covenants, or conditions of this Agreement, the non-breaching party shall be entitled to terminate this Agreement upon written notice to the party in breach or default describing both the nature of the alleged breach or default and date of termination. If the default is one capable of being cured, the defaulting party shall have thirty (30) days from receipt of the notice of termination in which to cure the stated default provided, however, that an excessive number of breaches may constitute grounds for termination, whether cured or not.

With or without cause, County may terminate this Agreement and all rights granted hereby by giving ninety (90) days' written notice, unless there is an immediate danger to health and/or safety, in which case termination may be immediate.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed the day and year first above written.

COUNTY OF WASHOE, a political
subdivision of the State of Nevada

By _____
Bob Lucey, Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, 2017, before me, a Notary Public, personally
appeared _____, known to me to be the person who executed the above
instrument, and acknowledged to me that s/he executed the same for the purposes therein stated.

NOTARY PUBLIC

SUGARLOAF PEAK LANDSCAPE MAINTENANCE ASSOCIATION

By _____

_____ (printed name)
_____ (title)
Sugarloaf Peak Landscape Maintenance Association

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this ____ day of _____, 2017, before me, a Notary Public, personally
appeared _____, known to me to be the person who executed the above
instrument, and acknowledged to me that s/he executed the same for the purposes therein stated.

NOTARY PUBLIC