

ARROWCREEK HOMEOWNERS' ASSOCIATION OPEN SPACE ACCESS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2025 by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, on behalf of its Community Services Department (hereafter referred to as "County") and the ARROWCREEK HOMEOWNERS ASSOCIATION a Nevada non-profit association (hereafter referred to as "ArrowCreek HOA"). County and ArrowCreek HOA shall be hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, County is the owner of certain real property and other improvements located in Washoe County, Nevada, more commonly known as ArrowCreek Open Space, Assessor's Parcel Numbers: 152-010-25, 152-021-07, 152-051-22, 152-430-15, 152-430-17, 152-430-18, 152-850-04, 152-880-02, 152-880-03, and 152-880-06 (hereafter referred to as the "Premises"); and

WHEREAS, ArrowCreek HOA desires to construct and provide designated points of access to the Premises to enhance its residents' access to County Open Space and associated trail systems, seeking to provide public benefit by delivering information to trail users regarding appropriate use of Premises, location of designated trails and other pertinent information to provide protection of the natural environment.

NOW THEREFORE, for and in consideration of the mutual promises and covenants of County and ArrowCreek HOA as set forth herein, and for other good and valuable consideration, County and ArrowCreek HOA agree as follows:

1. ARROWCREEK HOA RESPONSIBILITIES.

a. Approvals Required.

- i. No development, construction, or installation shall take place on the Premises without County approval. ArrowCreek HOA shall consult with County staff and obtain written approval for all Open Space access locations and proposed amenities prior to installation.
- ii. ArrowCreek HOA shall obtain temporary construction easements from County prior to any and all construction activity on the Premises.

- iii. ArrowCreek HOA shall obtain any and all necessary licenses and permits required by applicable law to develop, construct, or install any improvements on the Premises pursuant to this Agreement, and shall provide written proof of such licenses and permits to County prior to ArrowCreek HOA's commencement of work. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a professional manner so as not to prove hazardous to ArrowCreek HOA, its residents, County, or the public, and in compliance with all applicable state and municipal laws and regulations and will be accomplished under the direction of licensed contractors.
- b. Maintenance. ArrowCreek HOA shall maintain all improvements on the Premises made pursuant to this Agreement to County's reasonable satisfaction, including maintaining the cleanliness, safety, and security of the improvements on the Premises, so long as this Agreement remains in full force and effect.
- c. Costs. ArrowCreek HOA shall be responsible for any and all costs associated with the design, purchase, installation, maintenance, replacement, and service for all approved amenities on the Premises. County shall not be responsible or liable for any costs associated with any improvement made by ArrowCreek HOA, its employees, representatives, contractors or subcontractors on the Premises.
- d. Public Access. ArrowCreek HOA shall allow non-motorized public access through ArrowCreek HOA owned property to surrounding public lands including U.S. Forest Service and County Open Space. ArrowCreek HOA shall not interfere with public access to the Premises, or public use of any improvement made by ArrowCreek HOA on the Premises.
- e. Motorized Vehicles Prohibited.
 - i. ArrowCreek HOA shall prohibit and prevent unauthorized motor vehicle access and parking on County Open Space, including but not limited to use of County-approved signage and physical barriers on Premises access points. Unauthorized motor vehicle access includes, but is not limited to, ArrowCreek HOA residents' use of vehicles such as personal vehicles, dirt bikes, offroad vehicles, etc. on the Premises.

- ii. Notwithstanding, ArrowCreek HOA shall not interfere with, prohibit, or prevent motor vehicle access by County, County's designees, or by emergency vehicles (including but not limited to law enforcement, paramedics, or fire services).
- f. ArrowCreek CC&Rs. ArrowCreek HOA shall retain sole responsibility for managing and enforcing Conditions, Covenants, and Restrictions (CC&Rs) within the ArrowCreek subdivision for street parking, public access, and any other issues that may arise from the development of the Premises under this Agreement. County shall not be obligated to manage or enforce any CC&Rs. Portion(s) of the ArrowCreek CC&Rs relevant to this Agreement are attached as Exhibit 1.
- g. Compliance with Law and County Rules. ArrowCreek HOA shall not conduct or at any time knowingly permit its employees, agents, residents, or visitors to conduct activity on the Premises, which is unlawful; is otherwise in violation of any federal or state or county statute, code, regulation, or County rules applicable to the Premises; or which in any way that would substantially diminish the Premises' value or usefulness or cause a public nuisance or waste.
- h. Liens. ArrowCreek HOA shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by ArrowCreek HOA. If, as a result of any construction on the Premises, County Property or any part of it, becomes subject to any vendor's, mechanic's, laborer's, materialman's, or other similar lien based on materials or labor provided as a result of ArrowCreek HOA's improvements on the Premises under this Agreement, ArrowCreek HOA shall cause the lien to be discharged of record with the Washoe County Recorder at ArrowCreek HOA's sole cost and expense. If ArrowCreek HOA fails to cause any such lien to be discharged of record, County may cause the lien to be discharged, and ArrowCreek HOA shall reimburse County for the amount expended.
- i. Premises Closure. ArrowCreek HOA shall close access points and remove amenities if requested by the County, including but not limited to requests made for purposes of mitigating impacts on natural resources from excessive social (non-system) trail creation, unauthorized motor vehicle use and parking, trash dumping, and dog waste, requests reflecting temporary weather-related closures, and requests made to address public safety hazards.

2. COUNTY RESPONSIBILITIES.

- a. County Staff Time. County shall contribute reasonable staff time as available for planning assistance and approval of improvement types and locations.
- b. Monitoring. County shall monitor and evaluate impacts of the Open Space access points on the creation of social (non-system) trails, unauthorized motor vehicle uses and parking, trash dumping, and dog waste, and identify mitigation measures.
- c. Trail Systems. County shall evaluate the potential to develop additional system trails and connections between ArrowCreek HOA and adjacent public lands as staff time and County's funding allows.
- d. Fees. County shall not charge any fees to ArrowCreek HOA associated with assessing or approving any temporary construction easements for improvements on the Premises under this Agreement, or for entry onto the Premises for maintenance or other obligations under this Agreement.

3. PROHIBITED AMENITIES. The following amenities will not be permitted at the County Open Space access points, absent prior approval by County: benches, picnic tables, dumpsters, message boards, kiosks, restrooms including portable restrooms, unapproved gates, unapproved signs, or permanent infrastructure of any kind. Unless otherwise approved by County, motor vehicle parking is not allowed on the Premises and any improvements developed pursuant to this Agreement should be designed and located to prevent motor vehicle parking and access.

4. OWNERSHIP. Nothing in this Agreement is intended nor shall it be construed to grant ArrowCreek HOA any title or interest in the Premises, which shall remain owned by County.

5. PUBLIC USE AND ACCESS. County reserves the right to develop additional system trails and amenities on County Open Space which may result in increased use by the public, including non-residents of ArrowCreek HOA. ArrowCreek HOA shall not interfere with the public's right to use County Open Space, including the Premises. ArrowCreek HOA shall not install or erect any improvement, including but not limited to barriers or misleading signage, on the Premises in a manner that places an

unreasonable burden on, or unreasonably interferes with, County and the public's full use and enjoyment of the Premises.

6. TERM/RENEWAL.

- a. The term of this Agreement shall be ten (10) years. If the County determines that ArrowCreek HOA has faithfully and satisfactorily performed the terms and conditions contained herein and that renewal is in the best interest of the County and the public, it shall reserve the option to renew with possible revisions any resultant agreement for a maximum of one ten (10)-year renewal that shall automatically begin at the expiration of the term immediately preceding. The Parties shall be able to negotiate additional renewal periods in good faith following the expiration of the original term of this Agreement.
- b. ArrowCreek HOA's obligations to maintain all improvements that it constructs under this Agreement shall exist as long as this Agreement is in full force and effect. Should the Agreement be terminated, the County may choose to have ArrowCreek remove said improvements or leave them in place for future County maintenance.

7. COOPERATION; STATUS OF PARTIES. County and ArrowCreek HOA agree to develop and maintain a cooperative working relationship for promoting the use of the County Open Space access points. The Parties will work together to develop appropriate and permissible signage, messaging, and amenities along shared property boundaries. ArrowCreek HOA, its employees, and its contractors are not employees or contractors of County. Nothing in this Agreement shall be construed to create an employment or independent contractor relationship between County and ArrowCreek HOA, its representatives, employees, assigns, or contractors. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between the Parties. This Agreement is intended to create a cooperative relationship between neighboring property owners, County and ArrowCreek HOA, to enhance recreation opportunities on the Premises.

8. LIMITED LIABILITY. County does not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages.

9. INSURANCE AND INDEMNIFICATION.

- a. ArrowCreek HOA shall be responsible for and remedy all damage or loss to any property, including property of County, caused in whole or in part by ArrowCreek HOA, any contractor, any sub-contractor, or anyone employed, directed or supervised by ArrowCreek HOA. Nothing herein contained shall be construed as limiting in any way the extent to which ArrowCreek HOA may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any contractors under it.
- b. Insurance.
 - i. For the duration of the project(s) on the Premises, more generally described in this Agreement, ArrowCreek HOA's contractors and/or subcontractors shall obtain general liability insurance with, at minimum, coverage with a limit of one million dollars (\$1,000,000.00) combined single limit per occurrence and one million dollars (\$1,000,000.00) annual aggregate for bodily injury, personal injury and property damage. The limit provided by this policy will be dedicated to this event and any aggregate limit will not be eroded by any other extent loss or party. Coverage shall not be less than equivalent to the above form except upon prior written approval by County's Risk Management Division. All liability coverage shall be on an "occurrence" basis and shall survive for the entire duration of the project(s) made on the Premises and as fully described in this Agreement.
 - ii. For the duration of the project(s) on the Premises, more generally described in this Agreement, the County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability, arising out of the activities performed by or on behalf of ArrowCreek HOA's contractors and/or subcontractors, including the insured's general supervision of ArrowCreek HOA and it's contractors; products and completed operations of ArrowCreek HOA and it's contractors; premises owned, occupied or used by ArrowCreek HOA and it's contractors; or automobiles owned, leased, hired or borrowed by ArrowCreek HOA and it's contractors. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
 - iii. Under the property damage coverage provided by ArrowCreek HOA's contractors and/or subcontractors' insurance contract(s), it is understood that with respect to damage to County property by ArrowCreek HOA or by others under its direction, supervision,

auspices, or invitation, it will be covered by the policy without regard to the County being an insured and the operation care custody and control exclusion.

- iv. For the duration of the project(s) on the Premises, more generally described in this Agreement, ArrowCreek HOA's contractors and/or subcontractors' insurance coverage shall be primary insurance as respects as to County, its officers, officials, employees, and volunteers. Any insurance or self- insurance maintained by County, its officers, officials, employees, or volunteers shall be excess to ArrowCreek HOA's contractors and/or subcontractors' insurance and shall not contribute with it in any way.
- v. For the duration of the project(s) on the Premises, more generally described in this Agreement, ArrowCreek HOA's contractors and/or subcontractors' insurance shall be placed with insurers with a Best's rating of no less than A-. County, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning ArrowCreek HOA and ArrowCreek HOA's contractors and/or subcontractors' insurance carrier(s). County reserves the right to require that the ArrowCreek HOA's contractors and/or subcontractors' insurer(s) be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.
- vi. For the duration of the project(s) on the Premises, more generally described in this Agreement, ArrowCreek HOA shall include all contractors and sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each contractor. Contractors shall be subject to all of the requirements stated herein.
- vii. For the duration of the project(s) on the Premises, more generally described in this Agreement, ArrowCreek HOA is to require all contractors and subcontractors to provide industrial insurance coverage and agrees to hold harmless, indemnify, and defend County from and against any claim filed by any Promoter employee or volunteer which would have been covered by Industrial Insurance, had it been in place.
- viii. In addition to any other remedies County may have if ArrowCreek HOA's contractors and/or subcontractors fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, County may, at its sole option: order ArrowCreek HOA to stop work under this Agreement; or terminate this Agreement.

c. Indemnification.

- i. ArrowCreek HOA agrees to hold harmless, indemnify, and defend County, its officers, officials, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death, personal injury, or property damage to property of others and to ArrowCreek HOA's or County's property caused by any action, either direct or passive, the omission of, failure to act, or negligence on the part of ArrowCreek HOA, its employees, volunteers, agents, representatives, contractors, or subcontractors arising out of the use of the Premises or by those other(s) who are specifically identified as being under the direction, supervision, or invitation of ArrowCreek HOA.
 - ii. In the event of a lawsuit against the County, its officers, officials, agents, employees, or volunteers who are not otherwise being defended by ArrowCreek HOA and/or ArrowCreek HOA's insurance carrier, ArrowCreek HOA shall reimburse County at the conclusion of litigation for costs, including but not limited to court costs, attorney's fees, damages, and County personnel time, in having to defend such actions, unless litigation determines that County was solely negligent, and/or had engaged in intentional tort(s). Reimbursement for the time actually spent by County's in-house in having to defend County in said action, shall be charged at the rate which would be charged by private counsel for their services.
 - iii. County does not waive and intends to assert available NRS chapter 41 liability limitations in all cases.
 - iv. Liability of both Parties shall not be subject to punitive damages.
- d. All conditions and requirements of this Section shall be completed prior to the commencement of any work under this Agreement. ArrowCreek HOA shall furnish County with certificates of insurance and with original endorsements affecting coverage.

10. TERMINATION.

- a. In the event either ArrowCreek HOA or 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.

- b. It is acknowledged that the Premises are public Premises and that, if ArrowCreek HOA's use of the Premises unreasonably interferes with the public's right to use of the Premises, then this Agreement may be terminated.
- c. With or without cause, County may terminate this Agreement and all rights granted hereby by giving sixty (60) days written notice, unless there is an immediate danger to health and/or safety, in which case termination may be immediate.

11. ENTIRE AGREEMENT; MODIFICATION. There are no agreements, warranties, or representations, express or implied, except those expressly set forth herein. All agreements, representation, and warranties contained in this agreement shall apply as of the date of this Agreement. This Agreement may be modified in writing signed by both Parties.

12. ASSIGNMENTS. This Agreement shall be binding upon the Parties, their representatives (including but not limited to their employees and contractors), successors and assigns. No assignment or transfer of this Agreement or any part thereof shall occur unless mutually agreed upon in writing by both Parties.

13. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the undersigned Parties. This Agreement shall not create any right in or benefit to any other persons or entities or members of the general public.

14. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any action brought pursuant to this Agreement shall be brought in Washoe County, State of Nevada.

15. SEVERABILITY. Each paragraph and provision of the Agreement is severable, and if one or more paragraphs or provisions of the Agreement are declared invalid, the

remaining paragraphs and provisions of this Agreement will, if possible, remain in full force and effect.

16. NOTICES. All notices to be given with respect to this Agreement must be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to the Party or Parties to be notified at the address or addresses set forth herein, or at such address as either Party may, from time to time, designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained shall be construed to preclude personal service of any notice in the manner prescribed for personal service of summons or other legal process.

Address for ARROWCREEK HOA:

ArrowCreek Homeowners Association
C/O Associa Sierra North
10509 Professional Circle #200
Reno, NV 89521

Address for COUNTY:

Washoe County Community Services Department
Attn: Director
1001 E. 9th Street
Reno, NV 89512

17. AUTHORITY. ArrowCreek HOA represents and warrants that the signature block below for ArrowCreek HOA accurately describes ArrowCreek HOA's current ownership, partnership, agencies or representatives and capacities, that each such entity, including ArrowCreek HOA, has by proper action pursuant to each entity's respective formation documents duly authorized the execution of this Agreement or duly delegated such authority to a lawful representative, and that there exists no contractual or legal impediments to the execution and performance required hereunder by ArrowCreek HOA.
18. WAIVER. Any failure on the part of either Party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and year first above written.

WASHOE COUNTY
Community Services Department

Eric Crump, Director

STATE OF NEVADA)

:SS

COUNTY OF WASHOE)

On the ____ day of _____, 2025, _____
Personally appeared before me, a Notary Public, and acknowledged to me that s/he
executed the above instrument for the purpose therein contained.

Notary Public

ARROWCREEK HOMEOWNERS'
ASSOCIATION, a Nevada non-
profit organization

By: _____

Its: _____

STATE OF NEVADA)

:SS

COUNTY OF WASHOE)

On the ____ day of _____, 2025, _____
Personally appeared before me, a Notary Public, and acknowledged to me that s/he
executed the above instrument for the purpose therein contained.

Notary Public

Exhibit 1

(Pages 39 - 40 from ArrowCreek HOA CC&Rs, Doc #4903712)

Section 6. Examination of Records.

Beneficiaries of first deeds of trust shall have the right to examine the books and records of the Association and can require the submission of financial data concerning the Association, including annual reports, audits and operating statements as and when furnished to the Owners.

PRIOR ARTICLE X (DELETED) LIMITATION OF RESTRICTIONS

ARTICLE X COMPLIANCE WITH COUNTY CONDITIONS

Section 1. Perpetual Funding.

The provisions of Article III are intended to establish perpetual funding for the maintenance of all Common Area of the Association.

Section 2. Enforcement of Special Assessment and Lien Provisions by County.

In the event the Association fails to enforce any of the following described provisions of this Declaration:

- a. the obligation of the Association to properly maintain all Common Areas in the Subdivision; or
- b. the obligation of the Association to pay prior to delinquency all County taxes and assessments levied against Association property or against the Association;

then County shall be entitled to commence an action to enforce such provisions by any means allowed in law or equity, including the levy of a special assessment against all of the Owners, which special assessment shall be secured by a lien in the manner provided in Article III hereof.

Notwithstanding the foregoing, the County shall be entitled to commence such action only after:

- a. the County has given reasonable notice (which shall be not less than thirty (30) days) to the Association, describing such violation, or if no Association is in existence, by publication of reasonable notice in a newspaper of general circulation in Washoe County; and
- b. the Association or the Owners shall have failed to cure such violation within a reasonable time thereafter to the reasonable satisfaction of Washoe County.

Section 3. **Disclaimer of County Responsibility.**

WASHOE COUNTY WILL NOT ASSUME RESPONSIBILITY FOR MAINTENANCE OF THE PRIVATE STREET SYSTEM NOR ACCEPT THE STREETS FOR DEDICATION TO WASHOE COUNTY UNLESS THE STREETS MEET THOSE WASHOE COUNTY STANDARDS IN EFFECT AT THE TIME OF OFFER FOR DEDICATION.

Section 4. **Public Access Easements.**

Certain Common Areas within the Subdivision shall be open to the public. An access easement for these purposes has been granted to Washoe County on behalf of the public, at reasonable times during daylight hours and subject to reasonable restrictions imposed by the Association to reconcile issues of security, privacy and non-access for private residential areas of the Subdivision.

Section 5. **Notice of Sewer User Fees.**

All uses in the Subdivision requiring sanitary sewer connection will be required to pay a sewer connection fee, specified by County ordinance and administered by the County, unless otherwise provided by the County.

Section 6. **Setbacks for Overhead Power Lines.**

Overhead electrical power lines traverse portions of the Subdivision. The minimum setbacks specified in the National Electric Safety Code shall be required in all applicable areas in proximity to these overhead power lines.

Section 7. **Notice of Pedestrian Access.**

Subject to rules and restrictions of the Association, open space and private trails (as well as public trails) abutting Lots shall have access by pedestrians. To the extent said open space and private trails are also Association Common Area, pedestrian or other types of access may be denied to the general public and may be further restricted by the Association.

**ARTICLE XI
MISCELLANEOUS GENERAL PROVISIONS**

Section 1. **Enforcement.**

Except as expressly limited herein, Association or any Owner shall have the right to enforce the provisions of this Declaration now or hereafter imposed by arbitration as prescribed by Nevada Revised Statutes 38.300-360, or by any proceeding at law or in equity. Failure by the Association or by any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. The Association may establish and impose administrative procedures for resolving claims or disputes arising from the interpretation, application or enforcement of any provisions

Exhibit 2:

(Map of Proposed Open Space Access Points)

