

APN: 041-671-04

Recording Requested By, and
After Recordation Return To:

Washoe County Community Services Department
Attn: Natural Resource Planning Coordinator
1001 E. 9th Street
Reno, NV 89512

**PUBLIC TRAIL EASEMENT DEED
AND MAINTENANCE AGREEMENT**

THIS GRANT OF PUBLIC TRAIL EASEMENT DEED AND MAINTENANCE AGREEMENT ("Deed") is entered into this ____ day of _____, 2024, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("County" or "Grantee"), and Hunter Creek – Reno Owner, LLC, a Delaware limited liability company ("Grantor").

1. Grant of Easement. For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt is hereby acknowledged, Grantor hereby grants to Grantee a permanent easement over, on and across that certain real property more particularly described and identified in Exhibit "A," attached hereto and incorporated herein, for use by Grantee and the general public for the following purposes, and subject to the covenants contained herein:

- (a) Construction, repair and maintenance of a public trail for non-motorized recreational uses, including but not limited to hiking, mountain biking, jogging, horseback riding and other pedestrian, bike, and equestrian uses. Motorized vehicles of all kinds are prohibited from using the easement area, except for County-authorized vehicles used for construction, maintenance or repair of the easement area and emergency access or utility access vehicles.
- (b) Use of the trail and area within the easement by the general public for non-motorized recreational purposes and by County, subject to any rules or regulations of public use imposed by County; however, County shall not construct or allow common park facilities within the easement, including but not limited to, community or neighborhood parks, children's playgrounds, ballfields, picnic areas and other active recreational uses other than use of the non-motorized trail. County may install and maintain wayfinding and regulatory signage within the easement area.
- (c) This easement will be relocatable to the as-built location of the trail after construction is complete. An amended public trail easement deed with an updated legal description will be recorded if any portion of the trail as-built falls outside of the easement area described and identified in Exhibit A.

2. Open to the Public. The Easement area shall remain open to the general public in perpetuity, however, the County may, in case of fire, disaster, emergency, or other hazard to public safety, as determined by the County, in its sole discretion, close to the public all access to the trail or any portion thereof, until such time as the County determines the circumstances warranting closure no longer exist.

3. Construction and Maintenance. County shall construct and maintain a public trail in the Easement area. County shall assume all costs for personnel, material, equipment, insurance, supplies, and services necessary for construction, maintenance and repairs of the easement area. Maintenance activities may include, but are not limited to, trail stabilization, vegetation management, removal of hazardous debris, sign replacement, and trail reconstruction, as needed. County agrees, in accordance with its maintenance standards, schedules and practices, to keep the easement area reasonably free of trash, rubbish, and debris created or caused by public use or County's activities.

4. Non-Exclusive Use. This is a nonexclusive grant of easement and to the extent that other uses by Grantor, not inconsistent with the purpose of this easement, do not interfere with the use of said easement by Grantee and the general public as permitted herein, Grantor, its successors and assigns, shall be permitted to use the same for any purpose Grantor may desire. Grantor or its successors and assigns shall not install or erect any buildings or structures on the trail easement or otherwise use the trail easement area in a manner that places an unreasonable burden on, or unreasonably interferes with, County and the public's full use and enjoyment and the rights granted herein.

5. Binding. The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor and for the benefit of Grantee.

6. Entire Agreement and Severability. This Deed constitutes the parties' entire understanding concerning the subject matter of the agreement between the parties and these understandings supersede all prior oral or written understandings or discussions of any kind relating to this subject matter. No modification or amendment to this Deed shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. If any provision of this Deed is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of this Deed not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Deed.

7. Governing Law; Venue. This Deed is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Deed. Venue for any legal action arising out of this Deed shall be in Washoe County, Nevada.

8. Amendments. This Deed may not be modified, amended, altered or changed in any respect whatsoever except by further agreement in writing. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

9. Counterparts. This Deed may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

10. Enforcement; Breach Shall Not Permit Termination. Each party bound hereby shall have the right (but not the duty) to enforce its rights hereunder against the other parties hereto. No breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which may be available to such party at law or in equity. A waiver or breach of covenant or provision in this Deed shall not be deemed a waiver of any other covenant or provision in this Deed, and no waiver shall be valid unless in writing and executed by the waiving party.

11. Indemnification. Each party and its successors and assigns shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees, subcontractors, and agents. Such obligation shall not be construed to negate abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

- (a) The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- (b) With respect to any claim by a third party, County does not waive and intends to assert with respect to such third party claim available NRS chapter 41 liability limitations in all cases. The County and Grantor agree that the assertion by County of such NRS chapter 41 liability limitations does not limit County's obligations to Grantor under this Section 11.
- (c) Contract liability of both parties shall not be subject to punitive damages.

12. Insurance. The parties acknowledge that County is self-insured. County shall require all independent contractors constructing, maintaining or repairing County improvements within the trail easement area to defend, hold harmless and indemnify Grantor from liability for damage to property or personal injury caused by any action, either direct or passive, omission, failure to act or negligence on the part of such independent construction contractors, and their employees, agents, representatives, or subcontractors. Said independent contractors shall carry liability insurance amounts acceptable to County and shall name Grantor as additional insured on said policies.

IN WITNESS WHEREOF, County and Grantee have caused these presents duly to be executed the day and year first above written.

“COUNTY”

WASHOE COUNTY, a political subdivision of the
State of Nevada

By: _____
Alexis Hill, Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this _____ day of _____, 2024, Alexis Hill as Chairman of the Board of County Commissioners of Washoe County, personally appeared before me, a Notary Public, and acknowledged to me that he executed the above instrument for the purpose therein contained.

Notary Public

“GRANTOR”

Hunter Creek – Reno Owner, LLC
a Delaware limited liability company

By: _____
Michael Barmettler
Its: Authorized Representative

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2024, by Michael Barmettler, an Authorized Representative of Hunter Creek – Reno Owner, LLC, a Delaware limited liability company.

Notary Public
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION FOR EASEMENT AREAS
15' PUBLIC TRAIL EASEMENTS
PORTION OF APN 041-671-04

Two easement areas, 15.00 feet in width, within a portion of Parcel 2-A as shown on the Official Plat of The Ridges at Hunter Creek Phase 2 – Unit 1 Subdivision Tract Map No. 5495, File No. 5314853, Recorded June 28th, 2022, in the Official Records of Washoe County, Nevada, situate within the Northeast Quarter of Section 30, Township 19 North, Range 19 East, M.D.M., County of Washoe, State of Nevada, lying 7.50 feet on each side of the following centerlines:

EASEMENT No. 1

Beginning at a point on the westerly boundary of said Parcel 2-A from which the North 1/16 corner of said Section 30 bears North 00°22'10" East a distance of 837.60 feet;
thence departing said westerly boundary South 69°51'26" East a distance of 37.07 feet;
thence South 52°26'57" East a distance of 38.39 feet;
thence South 63°14'29" East a distance of 45.83 feet;
thence South 37°40'56" East a distance of 34.46 feet;
thence South 68°05'37" East a distance of 43.57 feet;
thence South 78°18'32" East a distance of 21.27 feet;
thence South 56°53'42" East a distance of 31.39 feet;
thence South 38°28'57" East a distance of 22.17 feet;
thence South 57°24'56" East a distance of 22.93 feet;
thence South 35°26'51" West a distance of 7.33 feet;
thence North 86°04'53" West a distance of 32.25 feet;
thence North 67°36'43" West a distance of 20.34 feet;
thence North 78°36'50" West a distance of 29.37 feet;
thence North 68°36'41" West a distance of 40.30 feet;
thence North 66°32'35" West a distance of 49.41 feet;
thence North 77°32'56" West a distance of 83.55 feet to a point on said westerly boundary, being Point of Terminus #1, from which the Center Quarter of said Section 30 bears South 00°22'10" East a distance of 285.88 feet.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate on the boundary of said Parcel 2-A.

EASEMENT No. 1 contains an area of approximately 8,375 square feet.

EASEMENT No. 2

Beginning at a point on the westerly boundary of said Parcel 2-A from which the Center Quarter of said Section 30 bears South 00°22'10" West a distance of 178.72 feet;
thence departing said westerly boundary South 51°40'54" East a distance of 80.75 feet;
thence South 40°39'28" East a distance of 23.51 feet;
thence South 68°20'05" East a distance of 17.57 feet;
thence South 49°30'15" East a distance of 75.92 feet;
thence South 65°19'59" East a distance of 68.52 feet;
thence South 47°04'32" East a distance of 22.83 feet;
thence South 70°03'02" East a distance of 34.09 feet to the Southeast corner of said Parcel 2-A, being Point of Terminus #2, from which the Center Quarter of said Section 30 bears North 89°50'12" West a distance of 264.92 feet.

The sidelines of said strip of land shall be prolonged or shortened so as to terminate the boundary of said Parcel 2-A.

EASEMENT No. 2 contains an area of approximately 4,759 square feet.

Said two easement areas contain an area of approximately 13,134 square feet.

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

Description Prepared By:

Ryan G. Cook, PLS 15224

Summit Engineering Corporation, a Sanbell Company

5405 Mae Anne Avenue.

Reno, NV 89523

(775) 747 – 8550



