

**ARROWCREEK SOUNDWALL ABANDONMENT AGREEMENT  
FOR ACCESS, CONCRETE PANEL REPLACEMENT AND REPAIR**

between

**COUNTY OF WASHOE**

and

**DISHMAN, PAUL L & KATHRYN (APN 049-312-02)**

**APKARIAN FAMILY TRUST (APN 049-312-03)**

**BRADY et al, BRYAN C (APN 049-312-04)**

**KIRCH, NOLAN M & CAMILLE A (APN 049-312-23)**

**CRAWFORD et al, AMANDA (APN 049-312-24)**

**PEGODA, CIARA B (APN 049-312-25)**

**MULLER LIVING TRUST (APN 049-312-26)**

**GHANDI FAMILY LIVING TRUST (APN 049-312-27)**

**ARELLANO FAMILY TRUST (APN 049-312-28)**

**HANSEN FAMILY TRUST (APN 049-312-29)**

**HEIM, REGIS J & DOROTHY A (APN 049-312-30)**

**BARBIERI TRUST, PETER V & JULIE M (APN 049-312-31)**

**PALM FAMILY 2021 TRUST (APN 049-312-33)**

and

**RUSSELL FAMILY LIVING TRUST (APN 049-312-34)**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 2025 by and between the COUNTY of Washoe, a political subdivision of the State of Nevada, (hereinafter referred to as "COUNTY") and the fourteen (14) Property Owners (hereinafter referred to as "PROPERTY OWNERS"), jointly referred to as the "PARTIES", which abut Arrowcreek Parkway are defined herein as APNs 049-312-02, 049-312-03, 049-312-04, 049-312-23, 049-312-24, 049-312-25, 049-312-26, 049-312-27, 049-312-28, 049-312-29, 049-312-30, 049-312-31, 049-312-33, and 049-312-34. Arrowcreek Parkway and the Abutting Parcels are situated in a portion of the southwest ¼ of Section 19, T18N, R20E, M.D.M, Washoe COUNTY, Nevada.

WHEREAS, a concrete panel soundwall (fence) was constructed with the right-of-way improvements, known as Arrowcreek Parkway, and the right-of-way was subsequently dedicated to the COUNTY as public right-of-way, and the concrete panel soundwall was identified as located within the right-of-way, and used as the rear lot-line fencing for each of the PROPERTY OWNERS; and,

WHEREAS, the concrete panel soundwall (fence) was constructed approximately 1-foot within the COUNTY right-of-way, along the property interface with the PROPERTY OWNERS which are part of the Fieldcreek Residential Development; and,

WHEREAS, over time, significant portions of the concrete panel soundwall (fence) have deteriorated, and in some areas, completely failed; and,

WHEREAS, COUNTY has completed a competitive bidding process to replace and repair the concrete panel soundwall (fence) and desires limited access to the PROPERTY OWNERS's properties, from the right-of-way side only, to remove and repair the concrete panel soundwall (fence); and,

WHEREAS, PROPERTY OWNERS have agreed to allow limited access to COUNTY, its employees, and employees from private construction contractors ("WORKERS"), to perform the required construction activities and understands the processes to accomplish this work ("WORK"); and,

WHEREAS, it is the intent of the PARTIES that there be no unreasonable interference with the performance of the WORKERS' duties during the WORK, allowing them access to the rear lot areas to the extent the WORKERS need to perform removal and replacement of the concrete fence panels, cap and fenceposts as needed; and,

WHEREAS, the PARTIES have engaged in negotiations on such access and work and PROPERTY OWNERS have agreed to remove brush, plants, trees, debris, or other obstacles within two (2) feet of the current property line to allow for safe and successful WORK; and,

WHEREAS, upon completion of the WORK, the COUNTY will fully transfer all warranties and guaranties associated with the performance and materials used in the replacement and/or repair of the concrete panel soundwall (fence); and,

WHEREAS, upon completion of the WORK, pursuant to NRS 244.276 and 278.480, COUNTY has the power to abandon the right-of-way and will solely perform the necessary professional surveying and public recordation process to abandon the portions of existing right-of-way to the abutting PROPERTY OWNERS' parcels, including a permanent access easement to allow access for the PROPERTY OWNERS to maintain the concrete panel soundwall (fence);

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for such other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, COUNTY and PROPERTY OWNER covenant and agree as follows:

1. COUNTY will be allowed limited access to PROPERTY OWNERS' properties as more fully described and limited herein, to remove and fully replace all existing concrete panels, a total of 1,860 new concrete panels, for the entire length of the wall which is approximately 1,470 linear feet). In addition, the COUNTY will remove and replace all the concrete fence

cap with new concrete fence cap for the entire length of the fence (approximately 1,470 liner feet).

2. The PROPERTY OWNERS have agreed to remove brush, plants, trees, debris, or other obstacles within two (2) feet of the current property line to allow for safe and successful WORK and the PROPERTY OWNERS further understand that the WORK will not begin until each PROPERTY OWNER has completed the necessary removal of all obstacles as identified.
3. It is the intent of the PARTIES that there be no unreasonable interference with the performance of WORK by the WORKERS pursuing their duties or operations under the law.
4. To the extent authorized by law, each PARTY will indemnify, defend and hold harmless the other PARTY for the acts of its own officers, employees, agents, servants, designees, attorneys and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of that PARTIES' officers, employees, agents, designees, or servants during the performance of the this Agreement. The PARTY seeking indemnification reserves the right to select defense counsel. The provisions of this section shall survive the expiration or early termination of this Agreement.
5. This Agreement contains the sole and entire Agreement between the PARTIES. No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the PARTIES. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the PARTIES arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the PARTIES.
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada, and venue for any such action shall be in Washoe County, Nevada.
7. The terms and conditions of this Agreement shall be binding upon both Parties, their executors, administrators, heirs, personal representatives, successors and assigns.
8. COUNTY represents that it has, or will have, and will maintain as required by law, all necessary permits and licenses required for the work they will

perform. Failure to do so shall allow COUNTY to stop all work by COUNTY without penalty or sanction to COUNTY of any kind.

9. In the event either PARTY brings an action against the other to enforce any conditions or covenant of this Agreement, each Party shall be responsible for its own costs and fees including attorneys' fees and costs.
10. The preparation of this Agreement has been a joint effort of the PARTIES and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
11. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, 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 the Agreement not declared 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 Agreement.
12. This Agreement shall not be valid, binding, or of any force or effect unless and until it has been duly executed and delivered by all Parties hereto. No Party shall have any rights or obligations hereunder unless and until such execution by all Parties has occurred. This Agreement shall be effective as of the date last signed by any Party (the "Effective Date"). This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic transmission (including PDF or other electronic signature in compliance with applicable law) shall be as effective as delivery of a manually executed counterpart.
13. This Agreement is not intended to and does not create any third-Party beneficiary rights in any person not a PARTY to this Agreement.
14. Each person signing this Agreement on behalf of either PARTY individually warrants that he or she has full legal power to execute this Agreement on behalf of the PARTY for whom he or she is signing, and to bind and obligate such PARTY with respect to all provisions contained in this Agreement. Further, the undersigned representative for COUNTY represents and warrants that no other authorization is necessary to enable COUNTY to complete the purpose contemplated herein.

# AGREEMENT BY AND BETWEEN COUNTY OF WASHOE AND 14 PROPERTY OWNERS

**IN WITNESS**, the Parties hereby execute this Agreement on the dates set forth below:

## COUNTY OF WASHOE

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

### Property Owner 1

By: \_\_\_\_\_  
Name: DISHMAN, PAUL L & KATHRYN  
APN: 049-312-02

Date: \_\_\_\_\_

### Property Owner 2

By: \_\_\_\_\_  
Name: APKARIAN FAMILY TRUST  
APN: 049-312-03

Date: \_\_\_\_\_

### Property Owner 3

By: \_\_\_\_\_  
Name: BRADY et al, BRYAN C  
APN: 049-312-04

Date: \_\_\_\_\_

### Property Owner 4

By: \_\_\_\_\_  
Name: KIRCH, NOLAN M & CAMILLE A  
APN: 049-312-23

Date: \_\_\_\_\_

**Property Owner 5**

By: \_\_\_\_\_  
Name: CRAWFORD et al, AMANDA  
APN: 049-312-24

Date: \_\_\_\_\_

**Property Owner 6**

By: \_\_\_\_\_  
Name: PEGODA, CIARA B  
APN: 049-312-25

Date: \_\_\_\_\_

**Property Owner 7**

By: \_\_\_\_\_  
Name: MULLER LIVING TRUST  
APN: 049-312-26

Date: \_\_\_\_\_

**Property Owner 8**

By: \_\_\_\_\_  
Name: GHANDI FAMILY LIVING TRUST  
APN: 049-312-27

Date: \_\_\_\_\_

**Property Owner 9**

By: \_\_\_\_\_  
Name: ARELLANO FAMILY TRUST  
APN: 049-312-28

Date: \_\_\_\_\_

**Property Owner 10**

By: \_\_\_\_\_  
Name: HANSEN FAMILY TRUST  
APN: 049-312-29

Date: \_\_\_\_\_

**Property Owner 11**

By: \_\_\_\_\_  
Name: HEIM, REGIS J & DOROTHY A  
APN: 049-312-30

Date: \_\_\_\_\_

**Property Owner 12**

By: \_\_\_\_\_  
Name: BARBIERI TRUST, PETER V & JULIE M  
APN: 049-312-31

Date: \_\_\_\_\_

**Property Owner 13**

By: \_\_\_\_\_  
Name: PALM FAMILY 2021 TRUST  
APN: 049-312-33

Date: \_\_\_\_\_

**Property Owner 14**

By: \_\_\_\_\_  
Name: RUSSELL FAMILY LIVING TRUST  
APN: 049-312-34

Date: \_\_\_\_\_