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OFFICIAL RECORDS

Requested By:

DC/PUBLIC WORKS

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 Of 6

Fee: \$ 0.00

Bk: 1013 Pg: 1359



Deputy: sd

Assessor's Parcel Number: N/A

Date: OCTOBER 4, 2013

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC WORKS  
(CR)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

MAINTENANCE AGREEMENT #2013.235

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

FILED

NO. 2013.235

2013 OCT -4 AM 9: 37

**MAINTENANCE AGREEMENT  
BETWEEN SKYLINE RANCH ASSOCIATION AND  
DOUGLAS COUNTY, NEVADA**

TED THUAN  
CLERK

BY [Signature] DEPUTY

**THIS MAINTENANCE AGREEMENT** ("Agreement") is made by and between Skyline Ranch Association, a Nevada non-profit corporation ("the Association") and Douglas County, a political subdivision of the State of Nevada. The Association and Douglas County are at times collectively referred to herein as the "Parties" or individually as the "Party."

**1. Definitions**

**Association** means Skyline Ranch Association, a Nevada non-profit corporation.

**CC&Rs** means that Declaration made 12 June 2001 by Romulus Development, LLC and Syncon Homes, Inc., recorded in the Official Records of Douglas County, Nevada on 13 June 2001 in Bk. 0601, at Page 2986, as Doc. No. 516290 and re-recorded on 8 August 2005 in Bk. 0805, Page 3483, as Doc. No. 0651583.

**Developer collectively** means Romulus Development, LLC and Syncon Homes, Inc.

**Douglas County** means Douglas County, Nevada.

**FSM 1** means the Final Subdivision Map FSM #94-01-01 for Skyline Ranch Phase 1 filed for record in the Office of the Douglas County Recorder on 11 May 2001 in Bk. 0501, at Page 3298 as File Number 514006.

**FSM 2** means the Final Subdivision Map FSM #94-04-02 for Skyline Ranch Phase 2 filed for record in the Office of the Douglas County Recorder on 18 June 2003 in Bk. 0603, at Page 9143 as File Number 580419.

**FSM 3** means the Final Subdivision Map FSM #94-04-03 for Skyline Ranch Phase 3 filed for record in the Office of the Douglas County Recorder on 5 July 2005 in Bk. 0705, at Page 1491 as File Number 648689.

**Phase 1** means the real property shown on FSM 1.

**Phase 2** means the real property shown on FSM 2.

**Phase 3** means the real property shown on FSM 3.

**Skyline Ranch** means the development depicted on FSM 1, FSM 2 and FSM 3.

**2. Recitals**

**WHEREAS** the Association is charged with enforcing the CC&Rs and related governing documents with respect to 131 units located in Douglas County identified on FSM 1, FSM 2 and FSM 3;

**WHEREAS** the Skyline Ranch Development includes (i) drainage swales located along the paved streets within the 60' right(s) of way offered for dedication to Douglas County as shown on FSM 1, FSM 2 and FSM 3; and (ii) drainage easements and retention basins located within the unit boundaries on private property as shown on FSM 1, FSM 2 and FSM 3; and

**WHEREAS** Douglas County accepted for dedication and maintenance the roads within Phase 1 on 3 October 2002 (Resolution No. 2002R-097) and the roads within Phase 2 on 8 September 2005 (Resolution No. 2005R-073); and

**WHEREAS** the drainage swales are subject to periodic flooding which creates a risk of damage to the roads and adjacent property due to a lack of maintenance; and

**WHEREAS** there currently exists a dispute over whether Douglas County, the Developer or the Association is responsible for the maintenance of drainage swales.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein made, the Association and Douglas County mutually agree as follows:

**3. Douglas County's Representations**

Douglas County acknowledges and accepts the maintenance obligation for the drainage swales located along the paved streets within the 60' right(s) of way offered for dedication to Douglas County as shown on FSM 1, FSM 2 and FSM 3 (the "Drainage Swales"). It is understood and agreed between the Parties that Douglas County may remove any landscaping, rocks, or other features or items placed within any right of way dedicated to Douglas County.

**4. The Association's Representations**

The Association promises and agrees that, notwithstanding any contrary provisions in the CC&Rs, the drainage easements, drainage facilities, and retention basins located within the unit boundaries as shown on FSM 1, FSM 2 and FSM 3 (collectively, the "Drainage Facilities") are common elements that will be maintained by the Association. Any maintenance required for these common elements will be performed at least once per year but in no event more than thirty (30) days after each time Douglas County performs maintenance on the Drainage Swales. The Association will ensure that any maintenance it performs will

restore the Drainage Facilities at the locations shown on FSM 1, 2, and 3 to a depth of one foot below the flow line at the bottom of the adjacent Drainage Swale.

**5. CONSTRUCTION OF CONTRACT**

The Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute before seeking the intervention of any court. Any litigation arising from or related to this Agreement may only proceed before a department of the Ninth Judicial Court of the State of Nevada, in and for the County of Douglas. The Parties agree that attorney's fees and costs will be awarded to the prevailing Party and that neither Party will seek punitive damages against the other Party.

**6. COMPLIANCE WITH APPLICABLE LAWS**

The Parties promise and agree to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Agreement including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. Douglas County will not waive and intends to assert all available NRS chapter 41 liability limitations.

**7. MODIFICATION OF CONTRACT**

The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties. The language, terms and conditions contained within this Contract shall take precedence over the language, terms and conditions contained in any exhibit or addendum to this Contract.

**8. THIRD PARTY BENEFICIARY**

Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either the Association or Douglas County.

**9. NON-APPROPRIATION**

Nothing in this Agreement will be construed to require the Douglas County Board of Commissioners or Douglas County to budget funds for or perform the maintenance of any road, right of way, drainage swale, or other Douglas County maintained facility. Douglas

County reserves the right to abandon any road, right of way, drainage swale, or other facility pursuant to the adoption of an appropriate resolution by the Board of County Commissioners.

**10. NOTICES**

All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):


Association: VRAM, Inc.  
Attn: Marty McGarry  
3246 Carson Street, Ste. 100  
Carson City, NV 89706


Copy to: Matuska Law Offices, Ltd.  
ATTN: Michael L. Matuska, Esq.  
937 Mica Drive, Ste. 16A  
Carson City, NV 89705


Douglas County: Carl Ruschmeyer, P.E.  
Public Works Director  
Post Office Box 218  
Minden, NV 89423

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and intend to be legally bound effective as of the 3rd day of October, 2013.

**DOUGLAS COUNTY**

By:   
Greg Lynn, Chairman  
Douglas County Board of Commissioners

ATTEST:   
Ted Thran, Douglas County Clerk

By:   
CLERK TO THE BOARD

