

DOC #5455883

05/15/2024 02:22:40 PM
Electronic Recording Requested By
LEACH KERN GRUCHOW SONG
Washoe County Recorder
Kalie M. Work
Fee: \$43.00 RPTT: \$0
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APN: 142-181-07
WHEN RECORDED MAIL TO:
Fairways at Fieldcreek Ranch Homeowners Association, Inc.
c/o Leach Kern Gruchow Anderson Song
5421 Kietzke Lane, Suite 200
Reno, NV 89511

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

DRAINAGE EASEMENT MAINTENANCE
AGREEMENT

This Drainage Easement Maintenance Agreement (“Agreement”), dated May 15, 2024 (“Effective Date”), by and between Dennis R. Stansbury and W. Joann Stansbury, Co-Trustees of the Stansbury Family Trust dated September 10, 2014 (“Owners”) and Fairways at Fieldcreek Ranch Homeowners Association, Inc., a Nevada nonprofit corporation (“Association”), agree as follows.

RECITALS:

A. Owners are the fee simple owners of the land located in Washoe County, Nevada, which is located at 12815 Silver Wolf Road, Reno, Nevada 89511 and is more particularly described as follows and will be referred to in this Agreement as “Property”:

Lot 58 of Fieldcreek Ranch Unit 12A, according to the map thereof No. 3876, filed in the office of the County Recorder of Washoe County, State of Nevada on September 21, 2000, as Document No. 2484343 of Official Records.

B. Owners have constructed and maintained a wrought-iron fence along a portion of the north property line of the Property (“Fence”). The Association has discovered the Fence was constructed across, and encloses a portion of, a drainage easement (“Drainage Easement”). In accordance with this Agreement, the Owners are not required to remove or relocate the Fence.

C. The Fairways at Fieldcreek Ranch Declaration of Protective Covenants Fieldcreek Unit 12A and 12B provide in pertinent part:

VIII. **EASEMENTS.** The recording information for easements and licenses appurtenant to the Development is set forth in [] Exhibit "A" [attached to the CC&Rs]. All lands within the Development are subject to the easements shown on the maps of the Development recorded from time to time with the Washoe County Recorder. Said easements constitute irrevocable licenses over each lot or parcel and the common areas and right of ingress and egress to the extent reasonably necessary to exercise such easements and are reserved to the Declarant and its licensees and where applicable, for the benefit of the

Association, the Declarant, its successors and assigns. Declarant reserves to itself and its licensees the right to extend any and all utility lines (water, sewer, electrical, etc.), roads and other improvements necessary to complete the entire development as may be necessary to the project as a whole, except that the roads shall not be extended beyond the Development, except for fire and emergency roads as required by the County of Washoe, or any other governmental unit. Declarant reserves the right to use easements through the common elements for the purpose of making improvements within the Development or within real estate which may be added to the Development.

D. The Truckee Meadow Water Authority ("TMWA") has also been granted a right to the Association's easement for, among other things, maintenance of a storm drain, detention basin, and public utilities with the right of access thereto.

E. In order to allow the Fence to remain in its current location, Owners and Association desire to enter into this Agreement for the purpose of defining the respective rights and obligations of each of the parties to this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Maintenance of Drainage Easement. For so long as the Fence remains as currently installed, the Owners shall maintain that portion of the Drainage Easement on their Property, at their sole cost and expense, including, without limitation, the removal of all weeds and debris within the Drainage Easement from time to time. The Association will inspect periodically and if additional maintenance or repairs are necessary shall provide notice to the Owners regarding any necessary remedy. The Owners shall have thirty (30) days to perform the needed maintenance or repairs. If additional time is needed, Owners may submit a request for additional time and the request shall not be unreasonably denied.

2. Remedies. If either party asserts that the other party has failed to comply with any obligation under this Agreement, then a notice shall be sent outlining the alleged deficiency and identify the proposed cure. Notice shall be sent to the Owners to the address of record with the Association and to the Association care of its then management company. The parties will work to reach an amicable resolution of any dispute. If they are unable to resolve the matter, the parties shall have all remedies at law or equity in the event of an alleged default by the other under the provisions of this Agreement.

3. Amendment. This Agreement may be amended by mutual written agreement of the parties to this Agreement, which amendment must be recorded to be effective.

4. Nature of Covenants. The provisions of this Agreement shall be deemed to run with the Property as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the parties and their assigns, and to all persons hereafter acquiring or owning any interest in the property; however such interest may be obtained.

5. Termination of Agreement. In the event the Owners wish to remove the Fence and re-install the Fence on the correct side of the Drainage Easement, Owners shall submit an application for review by the Architectural Committee in accordance with the governing documents. Upon written approval by the Architectural Committee, the Fence may be relocated by the Owners and then this Agreement shall terminate and the Owners shall have no obligation for maintenance of the Drainage Easement.

6. General.

6.1 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid, and shall be enforced to the fullest extent permitted by law.

6.2 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained.

6.3 Attorneys' Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. For the purpose of this Agreement, the terms "attorneys' fees" or "costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photocopying, duplicating and other expenses and expert witness fees. The terms "attorneys' fees" or "costs" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred.

6.4 Construction. Headings at the beginning of each Section and subsection are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached hereto and incorporated herein by this reference.

6.5 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action arising from this Agreement must be in Washoe County, Nevada.

6.6 Entire Agreement. This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, cancelled or terminated, nor may any obligations hereunder be waived except by written instrument signed by the party to be charged or by its agent duly authorized in writing or any otherwise expressly permitted herein.

6.7 Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, and this Agreement shall be strictly construed to and for the purposes expressly stated herein.

6.8 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested to the address shown below, or sent by electronic facsimile and shall be deemed received upon the earlier of: (a) if personally delivered, the date of delivery to the address of the person to receive such notice or (b) if mailed, on the date of posting by the United States Post Office.

To Owner: Stansbury Family Trust
 c/o Dennis R. and W. Joann Stansbury
 12815 Silver Wolf Road
 Reno, NV 89511

To Association: Fairways at Fieldcreek Ranch Homeowners Association, Inc.
 c/o Kenyon & Associates
 645 Sierra Rose Drive, Suite 104
 Reno, NV 89511

With a copy to: Leach Kern Gruchow Anderson Song
 5421 Kietzke Lane, Suite 200
 Reno, NV 89511

Notice of change of address or notice of the address of a successor or assign of the Owners shall be given by written notice in the manner described in this Section, above.

6.9 Time. Time is of the essence in the performance of all obligations of this Agreement.

6.10 Interpretation. The parties hereby acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The parties have equal bargaining power and provisions hereof shall be given their plain meaning. In the event of any ambiguity or dispute regarding the interpretation of this Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist, or against the drafter.

6.11 Third Party Beneficiary Rights. The provisions of this Agreement are not intended to create, nor shall it in any way be interpreted or construed to create any third party beneficiary rights in any person not a party hereto.

6.12 Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

STANSBURY FAMILY TRUST dated September 10, 2014

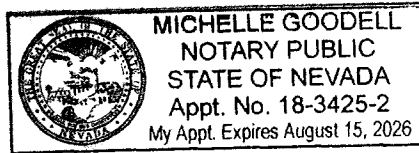
By *Dennis R. Stansbury*
Dennis R. Stansbury, Co-Trustee

By *W. Joann Stansbury*
W. Joann Stansbury, Co-Trustee

STATE OF NEVADA)
)
COUNTY OF WASHOE)

On this 1st day of May, 2024, there personally appeared before me, a Notary Public, Dennis R. Stansbury, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that s/he executed the instrument.

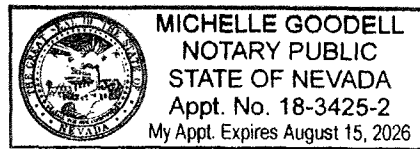
Michelle Goodell
NOTARY PUBLIC



STATE OF NEVADA)
)
COUNTY OF WASHOE)

On this 1st day of May, 2024, there personally appeared before me, a Notary Public, W. Joann Stansbury, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that s/he executed the instrument.

Michelle Goodell
NOTARY PUBLIC



[LOOSE SIGNATURE AND NOTARY BLOCK ON FOLLOWING PAGE]

FAIRWAYS AT FIELD CREEK RANCH HOMEOWNERS ASSOCIATION, INC.,

By: Jeffrey D. Houston
Jeffrey D. Houston
Its: Director

STATE OF NEVADA)
)
COUNTY OF WASHOE)

On this 15th day of May, 2024, there personally appeared before me, a Notary Public, Jeffrey D. Houston, personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged to me that s/he executed the instrument.

Teresa A. Gearhart
NOTARY PUBLIC

