

NY
Town of
Gardner

SUBAREA DRAINAGE COST SHARING AGREEMENT

ASSESSOR'S PARCEL NUMBER 25-281-07

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COMES NOW, WILLIAM H. MYERS, hereinafter called "DEVELOPER", and the Town of Gardnerville, by and through its Chairman, hereinafter called "TOWN" and hereby agree as follows:

1. DEVELOPER and TOWN agree that the TOWN is studying the potential drainage impacts from existing and proposed development within the TOWN, which study analyzes the lots and streets within the TOWN, and lists them according to their subarea, area and runoff potential. The TOWN also is analyzing cost sharing with developers of proposed water quality improvements, which share of costs will be determined based upon the runoff potential and area of property.

2. The TOWN and DEVELOPER agree that the TOWN has established a maximum cost sharing amount for the DEVELOPER's property (Assessor's Parcel Number 25-281-07) of \$2,802.86, which funds would be utilized for the proposed sand and oil interceptor, drop inlets, drain pipe, wet land enhancement, easement acquisition and/or related water quality improvements when the Subarea Drainage Plan is developed and implemented.

3. The TOWN and DEVELOPER agree that the storm drainage and water quality improvements contemplated by the TOWN will enhance the area of the TOWN in which the DEVELOPER's property is situated. Based upon the advantages of a comprehensive Subarea Drainage Plan being implemented, DEVELOPER agrees to contribute towards the costs of the Subarea Drainage Plan an amount not to exceed \$2,802.86.

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1 4. The TOWN and DEVELOPER agree that the TOWN will
2 accept this Agreement to contribute DEVELOPER's share of the
3 Subarea Drainage Plan costs when the Plan is implemented, and
4 upon thirty (30) days written notice to the DEVELOPER to
5 deposit with the TOWN a sum not to exceed \$2,802.86.

6 5. The TOWN and DEVELOPER agree that this Agreement
7 may be recorded and constitute an encumbrance against
8 DEVELOPER's property until paid. This Agreement shall be
9 binding upon the DEVELOPER and its heirs, assigns and successors
10 in interest.

11 DATED this ^{2ND} ~~10th~~ day of Oct, 1991.

12 Barbara S. Smallwood
13 BARBARA SMALLWOOD
14 TOWN BOARD OF GARDNERVILLE

William H. Myers
WILLIAM H. MYERS
DEVELOPER

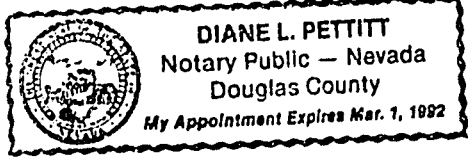
15 A C K N O W L E D G E M E N T

16 STATE OF NEVADA)
17) ss.
18 COUNTY OF DOUGLAS)

19 On October 8, 1991, before me, the
20 undersigned, a Notary Public in and for said County and State,
21 personally appeared BARBARA SMALLWOOD known to me to be the
22 person whose name is subscribed to the within instrument and
23 acknowledged that she executed the same.

24 WITNESS my hand and official seal.

25 Diane L. Pettitt
26 NOTARY PUBLIC



A C K N O W L E D G E M E N T

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STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On OCTOBER 2, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM H. MYERS known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Leah Rae Eisner
NOTARY PUBLIC



MICHAEL SMILEY ROWE
Attorney at Law
P. O. Box 2080 • Minden, NV 89423
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REQUESTED BY
Town of Gardnerville
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'91 OCT -9 P12:49

SUZANNE BEAUDREAU
RECORDER
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BOOK 1091 PAGE 1400