

SUBAREA DRAINAGE COST SHARING AGREEMENT

ASSESSOR'S PARCEL NUMBER 25-281-08

COMES NOW, KATHERINE REPLOGLE, 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 25-281-08) of \$3,057.67, 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 \$3,057.67.

MICHAEL SMILEY ROWE  
Attorney at Law  
P. O. Box 2080 • Minden, NV 89423  
(702) 782-8141

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1 agrees to contribute towards the costs of the Subarea Drainage  
2 Plan an amount not to exceed \$3,057.67.

3 4. The TOWN and DEVELOPER agree that the TOWN will  
4 accept this Agreement to contribute DEVELOPER's share of the  
5 Subarea Drainage Plan costs when the Plan is implemented, and  
6 upon thirty (30) days written notice to the DEVELOPER to  
7 deposit with the TOWN a sum not to exceed \$3,057.67.

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

13 DATED this 21 day of January, 1992.

14 Barbara S. Smallwood  
15 BARBARA SMALLWOOD  
16 TOWN BOARD OF GARDNERVILLE

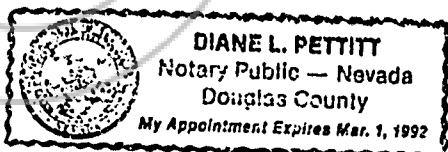
Katherine Replogle  
KATHERINE REPLOGLE  
DEVELOPER

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

18 STATE OF NEVADA )  
19 ) ss.  
20 COUNTY OF DOUGLAS )

21 On January 21, 1992, before me, the  
22 undersigned, a Notary Public in and for said County and State,  
23 personally appeared BARBARA SMALLWOOD known to me to be the  
24 person whose name is subscribed to the within instrument and  
25 acknowledged that she executed the same.

26 WITNESS my hand and official seal.



Diane L. Pettitt  
NOTARY PUBLIC

27 269283

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STATE OF NEVADA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On January 6, 1997, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KATHERINE REPLOGLE known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.



Karen Morgan  
NOTARY PUBLIC

MICHAEL SMILEY ROWE  
Attorney at Law  
P. O. Box 2080 • Minden, NV 89423  
(702) 782-8141

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REQUESTED BY  
Town of Gardnerville  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

'92 JAN 21 P2:52

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SUZANNE BEAUBREAU  
RECORDER  
\$ Ø PAID Bh. DEPUTY

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