

Ret. Town of Gardnerville
P.O. Box 13
Gardnerville NU 89410

SUBAREA DRAINAGE COST SHARING AGREEMENT
ASSESSOR'S PARCEL NUMBER 25-151-36
PARCEL 2 OF DOCUMENT 61949, BOOK 1181, PAGE 581
CAR WASH PARTNERS

COMES NOW, WASS FAMILY CORPORATION, by and through
CHESSLEY E. WASS, President, 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 (as described in Exhibit "A" attached hereto) of
\$1,697.54, 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

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comprehensive Subarea Drainage Plan being implemented, DEVELOPER agrees to contribute towards the costs of the Subarea Drainage Plan an amount not to exceed \$1,697.54.

4. The TOWN and DEVELOPER agree that the TOWN will accept this Agreement to contribute DEVELOPER's share of the Subarea Drainage Plan costs when the Plan is implemented, and upon thirty (30) days written notice to the DEVELOPER to deposit with the TOWN a sum not to exceed \$1,697.54.

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

DATED this 6 day of Nov, 1992.

WASS FAMILY CORPORATION

Barbara S. Smallwood
BARBARA SMALLWOOD, CHAIRMAN
TOWN BOARD OF GARDNERVILLE

By: Chessley E. Wass
CHESSLEY E. WASS
DEVELOPER

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

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On November 6, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BARBARA SMALLWOOD 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.



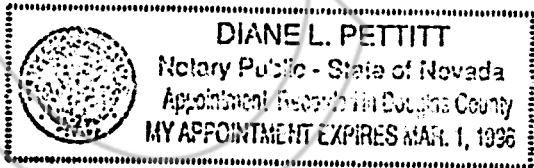
Diane L. Pettitt
NOTARY PUBLIC

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

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On November 6, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CHESLEY E. WASS 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.

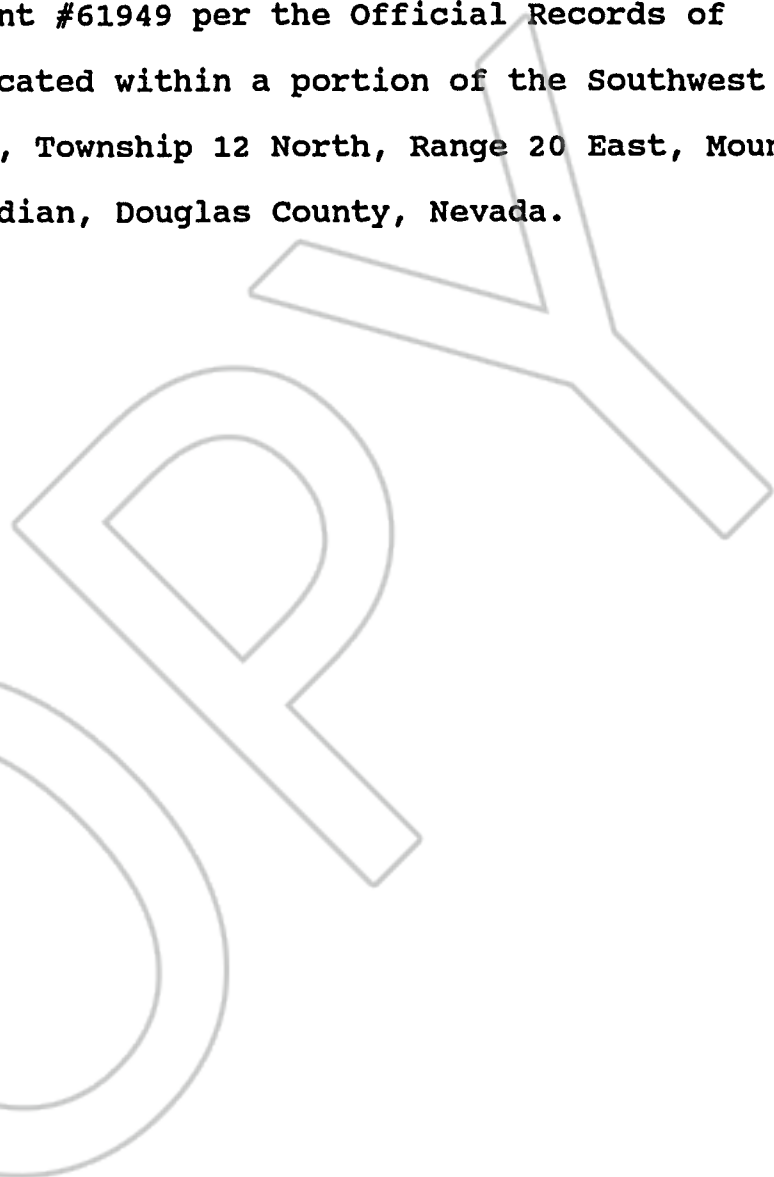


Diane L. Pettitt
NOTARY PUBLIC

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Exhibit A

Parcel #2 of the Parcel Map for John Kirk and Eugene Rose in Book 1181, Page 581 as Document #61949 per the Official Records of Douglas County, being located within a portion of the Southwest one-quarter of Section 3, Township 12 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada.



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

'92 NOV 13 AIO:17

APN 25-151-36

SUZANNE B. ANDREAU
RECORDER **293045**

\$ *6* PAID *KB* DEPUTY

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EXHIBIT "A"