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SUBAREA DRAINAGE COST SHARING AGREEMENT ASSESSOR'S PARCEL NUMBER 25-151-34 CHARLES AND SHIRLEY SNYDER

COMES NOW, CHARLES and SHIRLEY SNYDER, hereinafter called "OWNER", and the Town of Gardnerville, by and through its Chairman, hereinafter called "TOWN" and hereby agree as follows:

- 1. OWNER 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 OWNER agree that the TOWN has established a maximum cost sharing amount for the OWNER's property (as described in Exhibit "A" attached hereto) of \$3,759.00, 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 OWNER agree that the storm drainage and water quality improvements contemplated by the TOWN will enhance the area of the TOWN in which the OWNER's property is situated. Based upon the advantages of a comprehensive Subarea Drainage Plan being implemented, OWNER agrees to contribute

towards the costs of the Subarea Drainage Plan an amount not to exceed \$3,759.00.

- 4. The TOWN and OWNER agree that the TOWN will accept this Agreement to contribute OWNER's share of the Subarea Drainage Plan costs when the Plan is implemented, and upon thirty (30) days written notice to the OWNER to deposit with the TOWN a sum not to exceed \$3,759.00.
- 5. The TOWN and OWNER agree that this Agreement may be recorded and constitute an encumbrance against OWNER's property until paid. This Agreement shall be binding upon the OWNER and its heirs, assigns and successors in interest.

DATED this // day of February , 1993.

TOWN OF GARDNERVILLE

Charles Snyder
OWNER

DOUGLAS W. SONNEMANN CHAIRMAN

SHIRLEY SNYDER

ACKNOWLEDGEMENT

STATE OF NEVADA COUNTY OF DOUGLAS

On February 2, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared SHIRLEY SNYDER 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.

NOTARY PUBLIC



Attorney at Law Box 2080 • Minden. NV 89423 (702) 782-8141 MICHAEL SMILEY ROWE P. 0.

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Attorney at Law Box 2080 • Minden, NV 89423 (702) 782-8141

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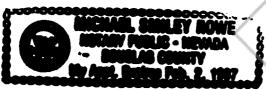
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REQUESTED BY

STATE OF NEVADA COUNTY OF DOUGLAS)

On February 114, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DOUGLAS W. SONNEMANN, 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.



ACKNOWLEDGEMENT

STATE OF NEVADA COUNTY OF DOUGLAS

On February 2, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CHARLES SNYDER 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.

Dateglas County

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