

Retto: Town of Gardnerville
↓ DOBAX #3
Gardnerville NV 89410

1 **SUBAREA DRAINAGE COST SHARING AGREEMENT**
2 **ASSESSOR'S PARCEL NUMBER 25-143-14**
3 **HART ESTATE DEVELOPMENT-COMPANY INVESTMENT COMPANY**
4 **CARSON VALLEY FAIR PROJECT**

5 **COMES NOW, HART ESTATE ~~DEVELOPMENT~~ INVESTMENT COMPANY,**
6 hereinafter called "OWNER", and the Town of Gardnerville, by and
7 through its Chairman, hereinafter called "TOWN", and hereby
8 agree as follows:

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

17 2. The TOWN and OWNER agree that the TOWN has
18 established a maximum cost sharing amount for the OWNER'S
19 property (as described in Exhibit "A" attached hereto) of
20 \$7,176.34, which funds would be utilized for the proposed sand
21 and oil interceptor, drop inlets, drain pipe, wet land
22 enhancement, easement acquisition and/or related water quality
23 improvements when the Subarea Drainage Plan is developed and
24 implemented.

25 3. The TOWN and OWNER agree that the storm drainage
26 and water quality improvements contemplated by the TOWN will
27 enhance the area of the TOWN in which the OWNER'S property is
28 situated. Based upon the advantages of a comprehensive Subarea
Drainage Plan being implemented, OWNER agrees to contribute

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1 towards the costs of the Subarea Drainage Plan an amount not to
2 exceed \$7,176.34.

3 4. The TOWN and OWNER agree that the TOWN will
4 accept this Agreement to contribute OWNER'S share of the Subarea
5 Drainage Plan costs when the Plan is implemented, and upon
6 thirty (30) days written notice to the OWNER to deposit with the
7 TOWN a sum not to exceed \$7,176.34.

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

12 DATED this 24th day of October, 1994.

13 OWNER
14 HART ESTATE INVESTMENT DEVELOPMENT CO.

15 BY: [Signature]
16 General Partner

17 TOWN OF GARDNERVILLE

18
19
20 by: [Signature]
21 DOUGLAS W. SONNEMANN
22 CHAIRMAN

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ACKNOWLEDGEMENT

1 NEVADA)
2 STATE OF NEVADA)
3 DOUGLAS) ss.
4 COUNTY OF DOUGLAS)

5 On ~~October~~ November 2, 1994, before me, the undersigned, a
6 Notarial Officer in and for said County and State, personally
7 appeared DOUGLAS W. SONNEMANN, known to me to be the person
8 whose name is subscribed to the within instrument and ack-
9 nnowledged that he executed the same.

10 WITNESS my hand and official seal.



Wendy Sherrill
NOTARIAL OFFICER

ACKNOWLEDGEMENT

15 COLORADO)
16 STATE OF NEVADA)
17 COUNTY OF WASHOE) ss.
18 BOULDER)

19 On October 24, 1994, before me, the undersigned, a
20 Notarial Officer in and for said County and State, personally
21 appeared Eric Gabrielsen for HART ESTATE ^{INVESTMENT} DEVELOPMENT-COMPANY
22 known to me to be the person whose name is subscribed to the
23 within instrument and acknowledged that he executed the same.

24 WITNESS my hand and official seal.

25 SEAL

Kathleen S. Fisher
NOTARIAL OFFICER

26 My Commission expires 7-17-96.

27 / / /
28 / / /

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EXHIBIT A

**CARSON VALLEY FAIR
LEGAL DESCRIPTION**

All that certain real property being a portion of the Northeast 1/4 of Section 4, Township 12 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

Commencing at a point on the Easterly right-of-way line of Nevada State Highway 395, said point being the Southwesterly corner of that certain parcel of land shown on that Grant Deed to Thorobred Photo Service, Inc., File No. 29420, Douglas County, Records, from which point the Northeast corner of said Section 4, bears North 30°43' 28" East, 2116.56 feet; thence along said Easterly right-of-way line North 51°02' 32" West, 166.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said Easterly right-of-way-line North 51°02' 32" West, 634.00 feet to the Southerly right-of-way line of Waterloo Lane, being a 100 foot right-of-way; thence along said Southerly line North 44°54' 36" East, 701.78 feet; thence leaving said Southerly right-of-way, South 29°39' 15" East, 741.00 feet; thence South 60°20' 45" West, 196.00 feet; thence North 89°39' 15" West 44.24 feet; thence South 4°54' 36" West, 218.83 feet to the TRUE POINT OF BEGINNING.

Assessor's Parcel Number 25-143-14

TOGETHER WITH an easement as Deeded to Hart Estate Investment Company, a General Partnership, by Document recorded November 7, 1989, in Book 1189, Page 933, Document 214299.

ALSO TOGETHER WITH an easement as Deeded to Hart Estate Investment Company, a General Partnership, by Document recorded November 7, 1989, in Book 1189, Page 936, Document No. 214300.

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

'94 NOV -3 P12:19

SUZANNE BEAUDREAU
RECORDER

PAID *KJ* DEPUTY

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