

Ret; Town of Gardnerville
PO Box 43
Gardnerville NV 89410

**SUBAREA DRAINAGE COST SHARING AGREEMENT
JACKRABBIT PLUMBING, INC.
APN 25-151-50**

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COMES NOW, JACKRABBIT PLUMBING, INC., hereinafter called "OWNER", and the Town of Gardnerville, by and through its Manager, 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 \$2,390.94 which funds would be utilized for the proposed sand and oil interceptor, drop inlets, drain pipe, wetlands 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 \$2,390.94

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1 4. The TOWN and OWNER agree that in lieu of
2 immediate payment to the TOWN, the TOWN will accept this
3 Agreement to contribute OWNER'S share of the Subarea Drainage
4 Plan costs when the Plan is implemented, and OWNER agrees, upon
5 thirty (30) days written notice to the OWNER to deposit with the
6 TOWN OWNER'S actual share of the Subarea Drainage Plan costs,
7 which TOWN and OWNER agree will be a sum not to exceed \$2,390.94

8 5. If all or any part of the property, or OWNER'S
9 interest in the property, is sold or transferred without the
10 prior, written consent of the TOWN, the OWNER'S share of the
11 Subarea Drainage Plan costs shall, at the option of the TOWN,
12 become immediately due and payable. If the TOWN exercises this
13 option, the TOWN shall give OWNER thirty (30) days from the date
14 of the Notice that the option is exercised within which OWNER
15 must pay OWNER'S share of the Subarea Drainage Plan costs.

16 6. The TOWN and OWNER agree that this Agreement may
17 be recorded and constitute an encumbrance against OWNER'S
18 property until paid. This Agreement shall be binding upon the
19 OWNER and its heirs, assigns and successors in interest.

20 DATED this 9th day of February, 1996.

21 OWNER

TOWN OF GARDNERVILLE

22 
23 _____
DAN PENDLETON, PRESIDENT

by:



JAMES R. FODREA, CHAIRMAN

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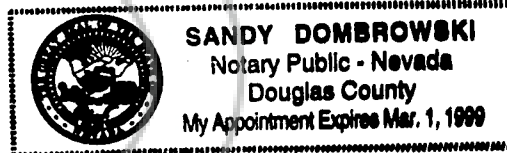
A C K N O W L E D G E M E N T

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On February 9, 1996, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared DAN PENDLETON, President of Jackrabbit Plumbing, Inc., known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

This instrument was acknowledged before me on February 9, 1996, by DAN PENDLETON.

Sandy Dombrowski
NOTARIAL OFFICER



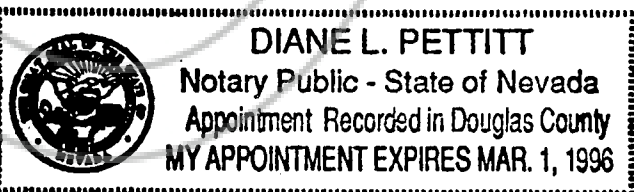
A C K N O W L E D G E M E N T

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On February 8, 1996, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared JAMES R. FODREA, Chairman, Town of Gardnerille, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

This instrument was acknowledged before me on February 8, 1996, by JAMES R. FODREA.

Diane L. Pettitt
NOTARIAL OFFICER



MICHAEL SMILEY ROWE
Attorney at Law
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EXHIBIT A

CARSON VALLEY INDUSTRIAL PARK
Legal Description of APN 25-151-50

February 1, 1996

A Parcel being a part of Carson Valley Industrial Park which is located within a portion of Section 3, Township 12 North, Range 20 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada; being parcel 25-151-09 of the RECORD OF SURVEY OF A LOT LINE ADJUSTMENT FOR V. M. DESIGNS, recorded in the Douglas County Recorder's Office on February 4, 1991, Book 291, Page 267 and Document Number 244222 being further described as follows:

COMMENCING at the northwest corner of said Section 3, per map Document Number 47572, thence South 30° 38'32" East, 4,059.45 feet to a point being at the northwest corner of said Parcel and the TRUE POINT OF BEGINNING:

thence South 18° 42'00" East, 99.51 feet;

thence South 71° 18'00" West, 170.00 feet;

thence South 18° 42'00" East, 10.00 feet;

thence South 71° 18'00" West, 128.23 feet;

thence North 18° 42'00" West, 109.51 feet;

thence North 71° 18'00" East, 298.23 feet to the TRUE POINT OF BEGINNING;

Containing 30,959 square feet, more or less, along with and subject to all easements, whether of record or not.

Basis of Bearing: The North line of Parcel 2 as shown on the Parcel Map for Van Winkle-Ryan, recorded in the Douglas County Recorder's Office as Document Number 91409

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

'96 FEB 13 P1 08

LINDA SLATER
RECORDER

3 PAID *27* DEPUTY

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BK 0296 PG 2142

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