

Ret. J
Town of Gardnerville
PO Box 43
Gardnerville NV 89410

1 SUBAREA DRAINAGE COST SHARING AGREEMENT
2 RGR PROPERTIES, INC.
3 APN 25-151-33

4 COMES NOW, RGR PROPERTIES, INC., hereinafter called
5 "OWNER", and the Town of Gardnerville, by and through its
6 Manager, hereinafter called "TOWN", and hereby agree as follows:

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

15 2. The TOWN and OWNER agree that the TOWN has
16 established a maximum cost sharing amount for the OWNER'S
17 property (as described in Exhibit "A" attached hereto) of
18 \$10,316.47, which funds would be utilized for the proposed sand
19 and oil interceptor, drop inlets, drain pipe, wetlands
20 enhancement, easement acquisition and/or related water quality
21 improvements when the Subarea Drainage Plan is developed and
22 implemented.

23 3. The TOWN and OWNER agree that the storm drainage
24 and water quality improvements contemplated by the TOWN will
25 enhance the area of the TOWN in which the OWNER'S property is
26 situated. Based upon the advantages of a comprehensive Subarea
27 Drainage Plan being implemented, OWNER agrees to contribute
28 towards the costs of the Subarea Drainage Plan an amount not to
exceed \$10,316.47.

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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
6 the TOWN OWNER'S actual share of the Subarea Drainage Plan
7 costs, which TOWN and OWNER agree will be a sum not to exceed
8 \$10,316.47.

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

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

21 DATED this 26th day of March, 1996.

22 RGR PROPERTIES, INC.

TOWN OF GARDNERVILLE

23
24 RUDY McTEE
25 RUDY McTEE

by: JAMES R. FODREA

JAMES R. FODREA, CHAIRMAN

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Exhibit A
Carson Valley Industrial Park
Legal description of APN 25-151-33

March 5, 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 a portion of parcel D of the CARSON VALLEY INDUSTRIAL PARK, recorded in the Douglas County Recorder's Office on March 30, 1970, Document Number 47572 being further described as follows:

COMMENCING at the most easterly corner of said parcel D on the boundary of said Carson Valley Industrial Park, said point being the TRUE POINT OF BEGINNING:

thence on said boundary South $64^{\circ} 03'$ West, 285.55 feet more or less;

thence leaving said boundary North $34^{\circ} 22' 00''$ West, 377.87 feet to the southerly right-of way of Industrial Way;

thence on said right-of-way on a non-tangent 130.00 foot radius curve to the left, through a central angle of $70^{\circ} 31' 04''$, an arc length of 160.45 feet;

thence leaving said right-of-way on a radial bearing of North $71^{\circ} 18' 00''$ East, 298.23 feet to the easterly boundary of said Industrial Park;

thence on said boundary South $18^{\circ} 42' 00''$ East, 450.49 feet to the TRUE POINT OF BEGINNING;

Containing 3.607 acres, more or less, along with and subject to all easements, whether of record or not.

Basis of Bearing: As referenced on the final map of the CARSON VALLEY INDUSTRIAL PARK, recorded in the Douglas County Recorder's Office on March 30, 1970, Document Number 47572.

REQUESTED BY
Thom O. Gardner, Jr.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER

\$ *PAID* DEPUTY

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