

Ret: Town of Gardnerville ✓
P.O. Box 43
Gardnerville NV 89410

**SUBAREA DRAINAGE COST SHARING AGREEMENT
MURL F. REDWINE AND VENOLA M. REDWINE
TRUSTEES OF REDWINE TRUST U/T/A 11-2-81
APN 25-151-17**

COMES NOW, MURL F. REDWINE AND VENOLA M. REDWINE TRUSTEES OF REDWINE TRUST U/T/A 11-2-81, 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 \$7,845.25 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

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1 towards the costs of the Subarea Drainage Plan an amount not to
2 exceed \$7,845.25

3 4. The TOWN and OWNER agree that in lieu of
4 immediate payment to the TOWN, the TOWN will accept this
5 Agreement to contribute OWNER'S share of the Subarea Drainage
6 Plan costs when the Plan is implemented, and OWNER agrees, upon
7 thirty (30) days written notice to the OWNER to deposit with the
8 TOWN OWNER'S actual share of the Subarea Drainage Plan costs,
9 which TOWN and OWNER agree will be a sum not to exceed \$7,845.25

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

18 6. The TOWN and OWNER agree that this Agreement may
19 be recorded and constitute an encumbrance against OWNER'S

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1 property until paid. This Agreement shall be binding upon the
2 OWNER and its heirs, assigns and successors in interest.

3 DATED this 22 day of May, 1996.

4 OWNER
5 MURL F. REDWINE AND
6 VENOLA M. REDWINE
7 TRUSTEES OF REDWINE TRUST
8 U/T/A 11-2-81

TOWN OF GARDNERVILLE

7 Murl F Redwine
8 MURL F. REDWINE

by: J R Fodrea
JAMES R. FODREA, CHAIRMAN

9
10 Venola M. Redwine
11 VENOLA M. REDWINE

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Orange

On May 22, 1996 before me, Patricia M. Lay, Notary Public

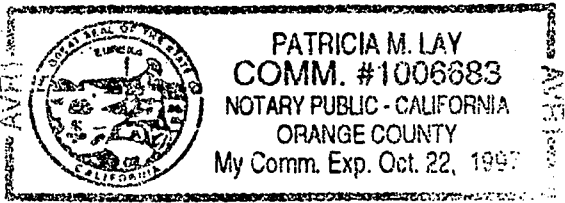
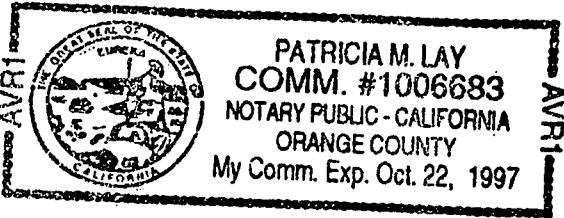
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Murl F. Redwine and Verola M. Redwine

NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Patricia M. Lay
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

Subaru Drivage Cost
TITLE OR TYPE OF DOCUMENT
Sharing Agreement
6

NUMBER OF PAGES

5-22-96

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Redwine Trust

SIGNER(S) OTHER THAN NAMED ABOVE

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Order No. F72596CA

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land being a portion of Section 3, Township 12 North, Range 20 East, M. D. B. & M., and of Parcel A as shown on that certain map entitled Carson Valley, Industrial Park, recorded as Document No. 47572 on March 30, 1970, Official Records of Douglas County, Nevada, and being further described as follows:

COMMENCING at the Northwest corner of said Parcel A and thence Easterly along the Northerly boundary of said Parcel A, South $87^{\circ}23'00''$ East, a distance of 239.94 feet to the TRUE POINT OF BEGINNING; thence continuing South $87^{\circ}23'00''$ East a distance of 294.48 feet along said boundary; thence leaving said boundary South $17^{\circ}30'$ East a distance of 417.66 feet to a point on the Northerly right-of-way of Industrial Way, said point being the beginning of a curve concave to the Southeast having a radius of 280.00 feet and a central angle of $25^{\circ}46'5''$; thence along said curve an arc distance of 126.00 feet; thence leaving said curve North $34^{\circ}22'$ West a distance of 525.85 feet to the Point of Beginning.

A.P.N. 25-151-17

Part of Carson Valley Industrial Way

FRE3/ec

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EXHIBIT "A"

COPY

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

'96 MAY 28 P1:20

LINDA SLATER
RECORDER

S. & PAID J. DEPUTY

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