

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

**SUBAREA DRAINAGE COST SHARING AGREEMENT  
CARSON VALLEY UNITED METHODIST CHURCH  
APN 25-142-02**

COMES NOW, the President of the Board of Trustees, for  
CARSON VALLEY UNITED METHODIST CHURCH, hereinafter called "OWNER",  
and the Town of Gardnerville, by and through the Vice Chairman of  
the TOWN BOARD, 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 \$9,603.55 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

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1 exceed \$9,603.55.

2 4. The TOWN and OWNER agree that in lieu of immediate  
3 payment to the TOWN, the TOWN will accept this Agreement to  
4 contribute OWNER'S share of the Subarea Drainage Plan costs when  
5 the Plan is implemented, and OWNER agrees, upon thirty (30) days  
6 written notice to the OWNER to deposit with the TOWN OWNER'S  
7 actual share of the Subarea Drainage Plan costs, which TOWN and  
8 OWNER agree will be a sum not to exceed \$9,603.55.

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 must  
16 pay OWNER'S share of the Subarea Drainage Plan costs.

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

21 DATED this 22<sup>nd</sup> day of August, 1996.

23 OWNER  
24 CARSON VALLEY UNITED  
METHODIST CHURCH  
25 by: Keith D. Lowe  
26 KEITH D. LOWE, PRESIDENT  
OF THE BOARD OF TRUSTEES

TOWN OF GARDNERVILLE  
by: David C. Trueblood  
DAVID C. TRUEBLOOD  
VICE CHAIRMAN



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EXHIBIT "A"

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, located in the Northwest 1/4 of the Northwest 1/4 of Section 4, in Township 12 North, Range 20 East, M.D.B. & M., more particularly described as follows:

COMMENCING at the Northeast corner of said Section 4, proceed South 89° 50' 26" West, 5301.74 feet, to the Northwest corner of the former Lampe Ranch, which is the point where the North line of Section 5 intersects the Easterly right-of-way line of Centerville Lane; proceed thence South 1° 29' 43" East, 563.31 feet, along said Easterly right of way line of Centerville Lane, to the True Point of Beginning which is the Northwest corner of this parcel; continue thence South 1° 29' 43" East 381.62 feet, along said Easterly right-of-way line of Centerville Lane, the Southwest corner of the parcel; thence South 88° 59' 43" East, 339.55 feet, along a fence line, to a point which is an angle point in said fence line; continue thence along said fence line, South 74° 59' 43" East, 210.00 feet, to the Southeast corner of the parcel; thence North 1° 29' 43" West, 456.08 feet, to the Northeast corner of the parcel; thence South 88° 30' 17" West, 540.59 feet, along the Southerly boundary of a public road easement, fifty feet in width, to the True Point of Beginning.

A.P.N. 25-140-02

Reference is made to Record of Survey for United Methodist Church recorded December 11, 1992, in Book 1292, at Page 1957, as Document No. 295178.

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

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LINDA SLATER  
RECORDER

*PAID* DEPUTY

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