

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

1 **SUBAREA DRAINAGE COST SHARING AGREEMENT**
2 **SWIFT NEWSPAPERS, INC.**

3 **APN 25-291-06**

4 **COMES NOW, SWIFT NEWSPAPERS, INC., hereinafter called**
5 **"OWNER", and the Town of Gardnerville, by and through its**
6 **Chairman, hereinafter called "TOWN", and hereby agree as**
7 **follows:**

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

16 2. **The TOWN and OWNER agree that the TOWN has**
17 **established a maximum cost sharing amount for the OWNER'S**
18 **property (as described in Exhibit "A" attached hereto) of**
19 **\$2,306.03, which funds would be utilized for the proposed sand**
20 **and oil interceptor, drop inlets, drain pipe, wetlands**
21 **enhancement, easement acquisition and/or related water quality**
22 **improvements when the Subarea Drainage Plan is developed and**
23 **implemented.**

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

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BK 1096 PG 4364

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1 towards the costs of the Subarea Drainage Plan an amount not to
2 exceed \$2,306.03

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 \$2,306.03

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

22 DATED this 24 day of October, 1996.

23 SWIFT NEWSPAPERS, INC.

TOWN OF GARDNERVILLE

24
25 by: 

RICHARD K. LARSON

by: 

DAVID C. TRUEBLOOD, CHAIRMAN

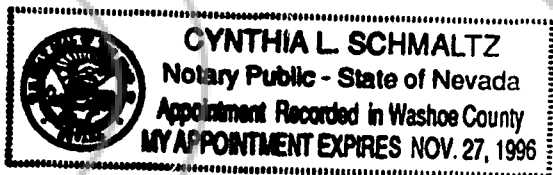
A C K N O W L E D G E M E N T

STATE OF NEVADA)
 Washoe) ss.
COUNTY OF ~~DOUGLAS~~)

On October 5, 1996, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared RICHARD K. LARSON of SWIFT NEWSPAPERS, 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 October 5, 1996, by RICHARD K. LARSON, of SWIFT NEWSPAPERS, INC.

Cynthia L. Schmaltz
NOTARY PUBLIC



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

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On October 24, 1996, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared DAVID C. TRUEBLOOD, Chairman, TOWN OF GARDNERVILLE, 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 October 24, 1996, by DAVID C. TRUEBLOOD, Chairman, TOWN OF GARDNERVILLE.

Diane L. Pettitt
NOTARY PUBLIC



MICHAEL SMILEY ROWE
Attorney at Law
P. O. Box 2080 • Minden, NV 89423
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EXHIBIT "A"
DESCRIPTION

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

PARCEL NO. 1:

That portion of the Northeast quarter of the Southeast quarter of Section 32, Township 13 North, Range 20 East, M.D.B. & M., particularly described as follows:

Commencing at a point from which the quarter Section Corner common to Sections 32 and 33 in said Township and Range bears North 74°02'00" East, a distance of 989.57 feet, and from which the Northwest corner of said Northeast quarter of the Southeast quarter bears North 52°36'00" West, a distance of 452.75 feet, said point being a point on the Northeastly right of way line of Highway 395, at the most Westerly corner of that certain parcel of land conveyed to Alex Turris, et ux, recorded January 28, 1959, in Book E1 of Deeds, at Page 50, Douglas County, Nevada, records; thence from said point North 44°54'00" West, a distance of 60.00 feet, to the TRUE POINT OF BEGINNING; thence from the TRUE POINT OF BEGINNING, North 44°54'00" West, a distance of 198.50 feet; thence North 45°06'00" East, a distance of 129.20 feet to a point on the East-West centerline of said Section 32; thence South 89°52'00" East, along said centerline, a distance of 99.10 feet; thence leaving said centerline South 44°54'00" East, a distance of 128.50 feet; thence South 45°06'00" West, a distance of 199.23 feet to the TRUE POINT OF BEGINNING.

PARCEL NO. 2:

The Southeastly 60 feet of the following described property:

BEGINNING at a point at the Southeast corner of the Parcel and 40 feet from the centerline of the State Highway, said POINT OF BEGINNING bearing South 74°02'40" West, 989.57 feet from the one quarter corner common to Sections 32 and 33, Township 13 North, Range 20 East, M.D.B. & M., said POINT OF BEGINNING being also described as bearing North 41°48'20" West, 740.65 feet from the Mill Street Monument to the Town of Gardnerville; said POINT OF BEGINNING being further described as bearing South 52°36' East, 452.75 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 32; thence North 44°54' West along the highway right of way line, 258.50 feet to the Northwest corner of the parcel; thence at right angles North 45°06' East, 129.20 feet, more or less, to the subdivision line and fence line; thence South 89°52' East along subdivision line, 99.10 feet to the Northeast corner of the parcel; thence South 44°54' East along the fence line, 188.50 feet to the Southeast corner of the parcel; thence South 45°06' West, 199.30 feet to the POINT OF BEGINNING, all situate East of Highway 395 in the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 13 North, Range 20 East, M.D.B. & M., County of Douglas, State of Nevada.

A.P.N. 25-291-06

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

'96 OCT 24 P1:19

LINDA SLATER
RECORDER

\$ Ø PAID 32 DEPUTY

BK 1096 PG 4367
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