

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

1                                   **SUBAREA DRAINAGE COST SHARING AGREEMENT**  
2                                   **EASTERN SIERRA FEED**  
3                                   **APN 25-144-06**

4                   **COMES NOW, EASTERN SIERRA FEED, by and through GARY**  
5                   **VOWLES and CLAIRE VOWLES, hereinafter called "OWNER", and the**  
6                   **Town of Gardnerville, by and through its Chairman, hereinafter**  
7                   **called "TOWN", and hereby agree as 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                  \$8,038.26 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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1 towards the costs of the Subarea Drainage Plan an amount not to  
2 exceed \$8,038.26.

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  
10 \$8,038.26.

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

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

23 DATED this 23 day of Apr., 1997.

24 OWNERS  
25 Gary Vowles  
GARY VOWLES  
26 Claire Vowles  
27 CLAIRE VOWLES

TOWN OF GARDNERVILLE  
by: William S. Bryor  
WILLIAM S. BRYOR, CHAIRMAN

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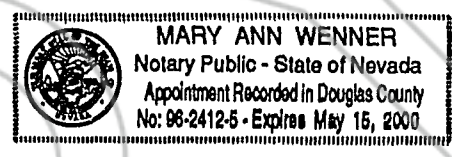
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STATE OF NEVADA )  
 ) ss.  
 COUNTY OF DOUGLAS )

On April 23rd, 1997, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared EASTERN SIERRA FEED, by and through GARY VOWLES and CLAIRE VOWLES, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

This instrument was acknowledged before me on April 23rd, 1997, by GARY VOWLES and CLAIRE VOWLES.



Mary Ann Wenner  
 NOTARIAL OFFICER

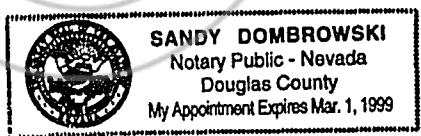
A C K N O W L E D G E M E N T

STATE OF NEVADA )  
 ) ss.  
 COUNTY OF DOUGLAS )

On April 25, 1997, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared WILLIAM S. PRYOR, 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 April 25, 1997, by WILLIAM S. PRYOR.

Sandy Dombrowski  
 NOTARIAL OFFICER



LEGAL DESCRIPTION  
for  
VOWLES APN 25-144-06  
MINUS GRANTS TO DOUGLAS COUNTY

A parcel of land situated within Section 4, Township 12 North, Range 20 East, Mount Diablo Baseline & Meridian, in Douglas County, Nevada, and more particularly described as follows:

Commencing at the Northwest corner of Section 4 of Township 12 North, Range 20 East, Mount Diablo Baseline & Meridian, said corner being marked by an aluminum cap on a 5/8" rebar; thence South 27 Degrees 25 Minutes 30 Seconds East a distance of 2924.18 feet to the NE 1/16 corner of the NW 1/4 of the SW 1/4 of Section 4; thence South 00 Degrees 26 Minutes 19 Seconds East a distance of 50.00 feet to a point on the south right of way of Waterloo Lane, said point being the true Point of Beginning; thence South 00 Degrees 26 Minutes 19 Seconds East a distance of 207.52 feet; thence South 88 Degrees 29 Minutes 19 Seconds West a distance of 243.31 feet to a point marked by a 1 1/4" iron rod; thence South 07 Degrees 27 Minutes 09 Seconds East a distance of 142.82 feet to a point marked by a 1 1/4" pipe; thence North 49 Degrees 23 Minutes 33 Seconds West a distance of 480.75 feet to a point marked by a 5/8 inch rebar with cap marked PLS 9393; thence around a curve to the right with a tangent bearing North 06 Degrees 33 Minutes 33 Seconds West through a central angle of 96 Degrees 28 Minutes 12 Seconds, an arc distance of 63.14 feet, a radius of 37.50 feet, with a chord length of 55.94 feet to a point marked by a 5/8 inch rebar with cap marked PLS 9393; thence North 89 Degrees 54 Minutes 39 Seconds East a distance of 550.89 feet to the true Point of Beginning. Said parcel containing 117,920.25 square feet or 2.70 acres more or less.

The Basis of Bearings of this description is the North line of the Northwest quarter of Section 4, Township 12 North, Range 20 East, Mount Diablo Baseline & Meridian which bears North 89 Degrees, 49 Minutes, 07 Seconds East.

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

'97 APR 25 P2:37

LINDA SLATER  
RECORDER

\$ 0 PAID to DEPUTY



0411309

EXHIBIT "A"

BK0497PG4071