

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

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FUTURE IMPROVEMENT COST CONTRIBUTION AGREEMENT

ASSESSOR'S PARCEL NUMBER: 25-142-09

COMES NOW the ROMAN CATHOLIC BISHOP OF RENO, and His Successors, a corporation sole, d/b/a St. Gall Catholic Church (hereinafter called "OWNER"), and the Town of Gardnerville, by and through its Chairman, (hereinafter called "TOWN"), and hereby agree as follows:

1. OWNER and TOWN agree that, pursuant to the TOWN's standard conditions of approval of OWNER's project now established by the TOWN, OWNER would be required to install "L" curb and gutter, five (5) foot sidewalks and AC paving (hereinafter called "The Improvements"). The TOWN's conditions would require the OWNER to install or construct The Improvements at the time that OWNER constructs its project.

2. OWNER and TOWN agree that OWNER and TOWN will benefit from The Improvements on the OWNER's property and Highway 756/Centerville Lane. The TOWN contemplates the future widening of Highway 756/Centerville Lane to be completed in two phases. The TOWN has established a tentative start date for construction of the first phase to occur not sooner than the Spring of 2000. The construction of the future second phase will be commenced at a time which will be determined by future development along Centerville Lane as well as by other major road construction in the area.

3. OWNER and TOWN agree that the TOWN and OWNER have established an engineer's probable estimate and description of unit costs and quantity costs for The Improvements required by the TOWN's standard conditions of approval of OWNER's project. The

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1 engineering estimate for probable cost of The Improvements to be  
2 installed or constructed as a result of the TOWN's standard  
3 conditions has been estimated at \$24,083.90; which improvements,  
4 because of this agreement, shall be constructed in the future and  
5 require a 10% contingency factor in addition, or \$2,408.39. The  
6 total future contribution in lieu of immediate installation of The  
7 Improvements shall be an amount not to exceed \$26,492.29.

8 4. OWNER and TOWN agree that based upon the  
9 engineering estimate for such future improvements, OWNER agrees to  
10 contribute its share of the cost required by the TOWN's standard  
11 conditions of approval, estimated at \$26,492.29, and calculated as  
12 follows:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	"L" Curb and Gutter	457	Lineal Feet	\$10.00	\$ 4,570.00
2	5 foot Sidewalk	457	Lineal Feet	\$17.50	\$ 7,997.50
3	AC paving	6,398.00	Square Feet	\$ 1.80	\$11,516.40
					\$24,083.90

18  
19 TOTAL FUTURE IMPROVEMENT CONTRIBUTION: \$24,083.90

20 10% CONTINGENCY: \$ 2,408.39

21 TOTAL OF FUTURE IMPROVEMENT CONTRIBUTION: \$26,492.29

22 The TOWN and OWNER agree that should the actual unit  
23 price(s) of The Improvements be less than the engineering estimate  
24 provided in this Agreement, OWNER shall be required to pay only  
25 the actual price(s), plus a 10% contingency of The Improvements;  
26 should the actual unit price(s) of The Improvements be more than  
27 the engineering estimate plus the ten percent (10%) contingency,  
28 TOWN agrees to pay any such excess costs of the improvements.

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1           5. On thirty (30) days' written notice to OWNER, OWNER  
2 agrees to contribute the amount of future improvement costs, or  
3 \$26,492.29, to satisfy the TOWN's standard conditions of approval  
4 imposed at the time of the TOWN's approval of OWNER's project.

5           6. OWNER and TOWN agree that TOWN will accept from  
6 OWNER, in lieu of immediate installation or construction of The  
7 Improvements, this agreement to contribute the amount of not more  
8 than \$26,492.29 when the TOWN or Douglas County requests proposals  
9 (bids) for the construction, improvement and/or widening of  
10 Highway 756/Centerville Lane. OWNER agrees, upon thirty (30) days  
11 written notice, to deposit with TOWN a sum not to exceed the  
12 amount of future improvement costs, together with 10% of that  
13 amount as a contingency; all for a total of \$26,492.29.

14           OWNER and TOWN agree that OWNER may construct The  
15 Improvements required by the Town's Standard Conditions of  
16 Approval of OWNER's project prior to the time the TOWN requests  
17 OWNER to make the contribution required by this agreement. Should  
18 The Improvements be constructed by OWNER prior to the TOWN's  
19 request for contribution, anticipated to be made at or near the  
20 time that the TOWN implements a joint street improvement project  
21 with the Nevada Department of Transportation and Douglas County  
22 for State Route 756/Centerville Lane, the obligations required of  
23 OWNER pursuant to this agreement shall be deemed satisfied, the  
24 requirements of this agreement null and void, and TOWN and OWNER  
25 agree that no other financial obligation for The Improvements will  
26 then be owed by the OWNER to the TOWN.

27           7. OWNER and TOWN agree to enter into a future,  
28 subsequent agreement concerning the dedication of right-of-way by

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1 the OWNER to the TOWN for the purposes of fulfilling the  
2 requirement of Douglas County for minor arterial roadways. The  
3 agreement relating to dedication of right-of-way by OWNER will  
4 specifically describe the area to be offered. At the time of the  
5 execution of this agreement, the requirement of dedication of  
6 right-of-way may be generally described as 20 feet in width  
7 parallel to the current Centerville right-of-way; and further  
8 generally described as 20 feet in width from the current  
9 Centerville right-of-way along the frontage of OWNER's property.

10 8. OWNER and TOWN agree that this agreement may be  
11 recorded and constitute an encumbrance against OWNER's property  
12 until paid. This agreement shall be binding upon the OWNER, TOWN,  
13 and the heirs, assigns and successors in interest of TOWN and/or  
14 OWNER.

15 DATED this 21<sup>st</sup> day of August, 1997.

16 OWNER  
17 ROMAN CATHOLIC BISHOP  
18 OF RENO, and His Successors,  
19 a corporation sole, d/b/a  
20 ST. GALL CATHOLIC CHURCH

TOWN OF GARDNERVILLE

21 By: *Phillip F. Straling*  
22 Phillip F. Straling  
23 ITS OWNER

24 By: *William S. Fryor*  
25 WILLIAM S. FRYOR  
26 CHAIRMAN

27  
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THIS DOCUMENT IS BEING RE-RECORDED FOR THE  
PURPOSE OF INCLUDING A LEGAL DESCRIPTION

COPY

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

'97 AUG 21 P2:58

LINDA SLATER  
RECORDER

\$ ~~0~~ PAID ~~2~~ DEPUTY

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EXHIBIT "A"

LEGAL DESCRIPTION

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

A parcel of land, located in the Southwest 1/4 of the Northwest 1/4 of Section 4, and in the Southeast 1/4 of the Northeast 1/4 of Section 5, 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 74° 46' 04" West, 5456.39 feet, to the True Point of Beginning, which is the Northwest corner of the parcel, and lies on the Easterly right-of-way line of Centerville Lane; proceed thence South 1° 29' 43" East, 456.88 feet, along said Easterly right-of-way line, to a point; thence South 85° 29' 43" East, 625.09 feet, along a line Northerly of and parallel to the existing driveway to the Lampe Homestead, to the Southeast corner of the parcel, which lies on the Westerly side of the Lampe Homestead, at a point 240.45 feet from the Southwest corner of the Lampe Homestead; thence North 1° 33' 70" West 412.68 feet, along the Westerly line of the Lampe Homestead extended, to a point 66.30 feet Northerly from the Northwest corner of the Lampe Homestead; thence North 81° 29' 43" West, 630.84 feet, to the True Point of Beginning.

APN 25-142-09

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

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BK 1197 PG 4297

LINDA SLATER  
RECORDER

\$ *150* PAID *KA* DEPUTY