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## MICHAEL SMILEY ROWE Attorney at Law P. O. Box 2080 • Minden, NV 89423 (702) 782-8141

## SUBAREA DRAINAGE COST SHARING AGREEMENT PRP 395 PARTNERSHIP, A NEVADA GENERAL PARTNERSHIP APN 25-264-01

COMES NOW, PATRICK L. CAMPBELL, General Partner of P R P 395 Partnership, a Nevada General Partnership, 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 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 The TOWN also is analyzing subarea, area and runoff potential. 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 \$2,761.87 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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towards the costs of the Subarea Drainage Plan an amount not to exceed \$2,761.87.

- The TOWN and OWNER that in agree immediate payment to the TOWN, the TOWN will accept this Agreement to contribute OWNER'S share of the Subarea Drainage Plan costs when the Plan is implemented, and OWNER agrees, upon thirty (30) days written notice to the OWNER to deposit with the TOWN OWNER'S actual share of the Subarea Drainage Plan costs, which TOWN and OWNER agree will be a sum not \$2,761.87.
- 5. If all or any part of the property, or OWNER'S interest in the property, is sold or transferred without the prior, written consent of the TOWN, the OWNER'S share of the Subarea Drainage Plan costs shall, at the option of the TOWN, become immediately due and payable. If the TOWN exercises this option, the TOWN shall give OWNER thirty (30) days from the date of the Notice that the option is exercised within which OWNER must pay OWNER'S share of the Subarea Drainage Plan costs.
- The TOWN and OWNER agree that this Agreement may recorded and constitute an encumbrance against OWNER'S property until paid. This Agreement shall be binding upon the OWNER and its heirs, assigns and successors in interest.

DATED this 2016 day of November, 1997.

OWNER . TOWN OF GARDNERVILLE by: 395 PARTNERSHIP, PRYOR, WILLIAM S.

a Nevada General Partnership

by PATRICK L. CAMPBELL,

General Partner

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CHAIRMAN

	1	ACKNOWLEDGEMENT
MICHAEL SMILEY ROWE  Attorney at Law P. O. Box 2080 ● Minden, NV 89423  (702) 782-8141	2	STATE OF NEVADA )
	3	) ss. COUNTY OF DOUGLAS )
	4	On <u>hor 20</u> , 1997, before me, the undersigned, a
	5	Notarial Officer in and for said County and State, personally
	6	appeared PATRICK L. CAMPBELL, General Partner of P R P 395
	7	Partnership, a Nevada General Partnership, known to me to be the
	8	person whose name is subscribed to the within instrument and
	9	acknowledged that he executed the same.
	10	
	11	This instrument was acknowledged before me on, 1997,
	12	by PATRICK L. CAMPBELL.
	13	DIANE L. PETTITT Notary Public - State of Nevada
	14	NOTARIAL OFFICER  Appointment Recorded in Douglas County No: 92-0760-5 - Expires March 1, 2000
	15	
	16	ACKNOWLEDGEMENT
	17	STATE OF NEVADA ) ) ss.
	18	COUNTY OF DOUGLAS )
	19	On <u>how 2/</u> , 1997, before me, the undersigned, a
	20	Notarial Officer in and for said County and State, personally
	21	appeared WILLIAM S. PRYOR, Chairman, Town of Gardnerille, known
	22	to me to be the person whose name is subscribed to the within
	23	instrument and acknowledged that he executed the same.
	24	This instrument was acknowledged before me on $\frac{1}{2}$ , 1997,
	25	by WILLIAM S. PRYOR.
	26 27	DIANE L. PETTITT Notary Public - State of Nevada Appointment Recorded in Douglas County No: 92-0760-5 - Expires March 1, 2000
	21	NOTARIAL OFFICER No: 92-0760-5 - Expires March 1, 2000

## DESCRIPTION

A parcel of land situated within Section 32, Township 13 North, Range 20 East, M.D.B.& M., Douglas County, Nevada and more particularly described as follows:

Parcel 1, Block B as shown on the Map of West Addition to the Town of Gardnerville, recorded March 14, 1958 in the Official Records of Douglas County, Nevada. Document No. 20840.

A.P.N. 25-264-01

EXHIBIT "A"

0426908 BK | 197PG4301 REQUESTED BY

TOWN OF GARDON OF

DOUBLAS CO., NEVADA

'97 NOV 21 P12:31

LINDA SLATER RECORDER PAID COEPUTY