

Ret to 2 Town of Gardnerville
P.O. Box 43
Gardnerville NV 89410

FUTURE IMPROVEMENT COST CONTRIBUTION AGREEMENT

ASSESSOR'S PARCEL NUMBER: 25-142-04

COMES NOW, MICHAEL J. PALMER, D.V.M., dba ANIMAL MEDICAL SERVICES, INC., (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 or construct open ditches, storm drain piping, curbs, gutters and sidewalks on Highway 756/Centerville Lane, and to install and construct storm drain piping and manholes on OWNER's project site (hereinafter called "The Improvements"). The TOWN's conditions would require the OWNER to install or construct The Improvements at the time that OWNER constructs his 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.

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 engineering estimate for probable cost of The Improvements to be installed or constructed as a result of the TOWN's standard conditions has been estimated at \$10,463.55, which because of this agreement shall be constructed in the future, require a 10% contingency factor in addition, or \$1,046.36; all for a total future contribution in lieu of installation and construction of

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1 The Improvements in the amount of \$11,509.91.

2 4. OWNER and TOWN agree that based upon the
3 engineering estimate for such future improvements, OWNER agrees to
4 contribute its share of the cost required by the TOWN's standard
5 conditions of approval, estimated at \$11,509.91 and calculated as
6 follows:

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------|------------------------|----------|-------------|------------|------------|
| 1 | "L" Curb and Gutter | 237 | Lineal Feet | \$10.00 | \$2,370.00 |
| 2 | 5 foot Sidewalk | 237 | Lineal Feet | \$17.50 | \$4,147.50 |
| 3 | AC paving | 2192.25 | Square Feet | \$ 1.80 | \$3,946.05 |

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12 TOTAL FUTURE IMPROVEMENT CONTRIBUTION: \$10,463.55
13 10% CONTINGENCY: \$ 1,046.36
14 TOTAL OF FUTURE IMPROVEMENT CONTRIBUTION: \$11,509.91

15 5. OWNER agrees to contribute the amount of future
16 improvement costs, or \$11,509.91, to satisfy the TOWN's standard
17 conditions of approval imposed at the time of the TOWN's approval
18 of OWNER's project.

19 6. OWNER and TOWN agree that TOWN will accept from
20 OWNER, in lieu of immediate installation or construction of The
21 Improvements, this agreement to contribute the amount of
22 \$11,509.91 when the TOWN or Douglas County requests proposals
23 (bids) for the construction, improvement and/or widening of
24 Highway 756/Centerville Lane. OWNER agrees, upon thirty (30) days
25 written notice, to deposit with TOWN a sum not to exceed the
26 amount of future improvement costs, together with 10% of that
27 amount as a contingency, for a total of \$11,509.91.

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1 7. OWNER and TOWN agree that this agreement may be
2 recorded and constitute an encumbrance against OWNER's property
3 until paid. This agreement shall be binding upon the OWNER, TOWN,
4 and its (their) heirs, assigns and successors in interest.

5 DATED this 20th day of February, 1997.

6
7 OWNER
8 MICHAEL J. PALMER, D.V.M., dba
9 ANIMAL MEDICAL SERVICES, INC.

TOWN OF GARDNERVILLE

10
11 by: Michael J. Palmer
12 MICHAEL J. PALMER

11 by: William S. Pryor
12 WILLIAM S. PRYOR
13 CHAIRMAN

14
15 A C K N O W L E D G E M E N T

16 STATE OF NEVADA)
17) ss.
18 COUNTY OF DOUGLAS)

19 On February 20, 1997, before me, the undersigned, a
20 Notarial Officer in and for said County and State, personally
21 appeared MICHAEL J. PALMER, D.V.M.; dba ANIMAL MEDICAL SERVICES,
22 INC., known to me to be the person whose name is subscribed to the
23 within instrument and acknowledged that he executed the same.

24 This instrument was acknowledged
25 before me on February 20, 1997,
26 by MICHAEL J. PALMER.

27 Sally Beth Wetherbee
28 NOTARY PUBLIC



