

OFFICIAL RECORD

Requested By:
TOWN OF GARDNERVILLE

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 3 Fee: 16.00
BK-0306 PG- 9999 RPTT: 0.00



Assessor's Parcel Number: 1220-04-101-004

Recording Requested By:

Name: Town of Gardnerville

Address: 1407 Hwy 395 N

City/State/Zip Gardnerville, NV 89410

Real Property Transfer Tax: \$ _____

Future Improvement Post Contribution Agreement
First Amendment
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

**FUTURE IMPROVEMENT COST
CONTRIBUTION AGREEMENT
First Amendment
APN: 1220-04-101-004**

COMES NOW, MICHAEL J. PALMER, DVM, dba Animal Medical Services, Inc. ("Owner") and the TOWN OF GARDNERVILLE, by and through its Town Manager ("Town") and hereby agree as follows:

WITNESSETH

WHEREAS, the Owner and the Town entered into a Future Improvement Cost Contribution Agreement dated February 28, 1997, duly recorded as Document No. 0423612; Book 1097, Page 1708 ("Agreement"); and

WHEREAS, the Agreement reflects the *pro rata* cost to be assessed Owner when the Town constructs the improvements to Hwy. 756/Centerville Lane; and

WHEREAS, Owner has applied for a tentative parcel map to divide Owner's parcel into two parcels; and

WHEREAS, Town and Owner agree in this First Amendment to assign to each of Owner's to be created parcels the future costs of Hwy. 756/Centerville Lane which have been agreed as the Owner's future improvement cost contributions.

NOW, THEREFORE, the Town and Owner agree to amend the Agreement as follows:

1. Cost Share Distribution. The Town and Owner agree that of the original amount of Owner's agreed future improvement cost contributions established in the Agreement as \$11,509.91, the parcels to be created by Owner pursuant to Owner's tentative parcel map shall be determined based on the Hwy. 756/Centerville Lane frontage of each of the parcels.

Town has requested its engineer calculate the future improvement cost distribution between the two parcels identified on Owner's tentative parcel map based on the highway frontage of each parcel. The calculations of the Town's engineer are attached to this First Amendment as Exhibit "A" and incorporated in full herein.

Town and Owner agree that Parcel 1, on which Owner's existing veterinary hospital is located, shall be assessed \$6,662.61 of the future improvement cost contributions for Hwy. 756/Centerville Lane. Parcel 2 shall be assessed \$4,847.30.

2. Agreement Unaffected. Except as provided in this First Amendment, the Agreement between the Town and Owner shall remain in full force and effect. Upon execution by the Town and Owner, this First Amendment shall be recorded with the Official Records of Douglas

County, Nevada.

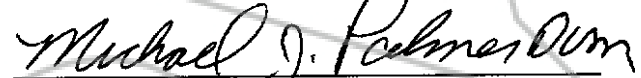
Dated this 27th day of March, 2006.

Town of Gardnerville


JIM PARK, Town Manager

Dated this 27th day of March, 2006.

Animal Medical Services, Inc.


MICHAEL J. PALMER, DVM

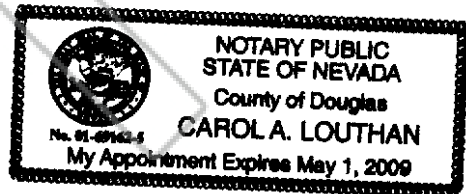
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On March 27, 2006, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared Town of Gardnerville by and through Jim Park, Town Manager, 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 March 27, 2006.


NOTARIAL OFFICER



ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On March 27, 2006, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared Animal Medical Services, Inc. by and through Michael J. Palmer, DVM, 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 March 27, 2006.


NOTARIAL OFFICER

