AGREEMENT

IT IS HEREBY AGREED by and between the City of Ryan, County of Delaware, State of Iowa, hereinafter referred to as the Party of the First Part and the Trustees of Milo Township and of the Milo Township Fire Protection District of Milo Township, County of Delaware, State of Iowa, hereinafter referred to as the Party of the Second Part of said Township which represents the following described geographical area located and situated in Milo Township, County of Delaware, State of Iowa:

SECTIONS 19, 20, 21, 28, 29, 30, 31, 32, 33 and the WEST HALF (W1/2) of SECTIONS 22, 27, and 34, all in TOWNSHIP 88 NORTH, RANGE 5, WEST OF THE 5th P.M.

1. It is agreed that the Party of the First Part will furnish fire protection to the Party of the Second Part in, to and for the aforesaid described geographical area Milo Township, County of Delaware, State of Iowa.

2. It is agreed that the Party of the First Part shall own, maintain, and house all fire protection equipment under this said Agreement and shall comply with all of the laws, rules and regualtions of the State of Iowa concerning said fire protection equipment.

3. It is agreed that the Party of the Second Part through and by the Trustees of Milo Township, County of Delaware, State of Iowa, shall each year of this said Agreement levy an annual tax of a maximum of no more than Forty and One-Half Cents (.4050) per One Thousand Dollars ($1,000.00) of assessed value against all of the taxable property in and of the aforesaid described geographical area in consideration of and as and for payment by the Party of the Second Part to the Party of the First Part for said Fire Protection being provided unto the Party of the Second Part by the Party of the First Part for the aforesaid described geographical area and that said annual tax levy by the Party of the Second Part shall be reviewed on an annual basis by and between the Party of the First Part and the Party of the Second Part prior to the annual tax levy being made by the Party of the Second Part for said fire protection and that commencing on the 1st day of July, 1990 the said tax levy the Party of the Second Part for the year of July 1, 1990 through June 30, 1995 shall levy for said fire protection shall be not less than Forty and One-Half Cents (.4050) per One Thousand Dollars ($1,000.00) of assessed value against all of the taxable property in and of the aforesaid described geographical area in Milo Township, County of Delaware, State of Iowa and that said annual review for the purpose of determining the annual tax levy for said fire protection to be assessed by the Party of the Second Part shall be on the 2nd Monday of each year commencing in 1990 and that this said Agreement shall be in effect for the period of five (5) years commencing July 1, 1990 and terminate on June 30, 1995.

4. It is agreed that the Party of the Second Part shall transmit to the Party of the First Part all monies collected, pursuant to the annual tax levy and assessment heretofore agreed to by the Party of the Second Part in Paragraph 3 of this said Agreement, on a semi-annual basis and within thirty (30) days subsequent to the acquisition of such tax monies by the Party of the Second Part and the Party of the First Part shall receipt for the same in the official records of the Party of the First Part maintained by the Party of the First Part concerning said fire protection for the Party of the Second Part.

FILE No. 63-1477
RECORDING FEE $ 10.00
TRANSFER FEE $
FILED FOR RECORD THE 28 DAY OF December, 19 90 AT 10:56 O'CLOCK A.M. BOOK 2 PAGE 129
STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

5. It is agreed that the Party of the First Part and the Party of the Second Part shall make available to and exchange with each of said parties the official records of each of said parties concerning the annual tax levy, expenses of operation and maintenance of fire equipment and all other matters attendant to and associated with this said Agreement prior to the annual review meeting in October of each year as provided for in Paragraph 3 of this said Agreement and that the same shall be facilitated by and through the Clerk of the Party of the Second Part.

6. It is agreed that the Party of the First Part will seeKmutual assistance agreements with neighboring fire departments.

7. That the Clerk of the City of Ryan, County of Delaware, State of Iowa, shall record this said Agreement in the office of the Recorder of Delaware County, Iowa with the original recorded copy being retained by the Party of the First Part and an exact xerox copy of the said original recorded copy being retained by the Party of the Second Part.

Approved by the City Council
of the City of Ryan
Delaware County, State of Iowa

1 day of Oct A.D 1990

MAYOR
(Ivan Anderson)

9-10-90
Date

CITY CLERK
(Peg McNamara)

9/10/90
Date

Approved by the Board of
Trustees of Milo Township,
Delaware County, State of Iowa

17th day of August A.D. 1990

Township Trustee
Earl Schmidt

Township Trustee
Paul Schmidt

Township Trustee
Robert Mead

Township Trustee Gary Hel...

On this 27th day of December, 1990., before me, Donald R. Huber, a Notary Public in and for the State of Iowa, personally appeared Ivan Anderson and Peg McNamara, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ryan, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No._____ passed (or the resolution adopted) by the City Council, under Roll Call No._____ of the City Council on the _____ day of _____, 19___, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

(SEAL)

Donald R Huber
Notary Public; my commission expires
8-10-92

Donald R. Huber