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 Hazel Green Township and of the Hazel Green Township Fire Protection District of Hazel Green 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 Hazel Green Township, County of Delaware, State of Iowa:

LIST OF PROPERTY SERVED IN HAZEL GREEN TOWNSHIP IS ATTACHED

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 in Hazel Green 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 regulations of the State of Iowa concerning said fire protection equipment.

3. That the fire protection shall be granted to the above described area, and everything included therein, in consideration for a compensation paid to the Party of the First Part. Said compensation is to be set at a yearly meeting, by the Party of the First Part with the Party of the Second Part. At such meeting, the compensation to be paid to the Party of the First Part for fire protection for the following year shall be set in accordance with the expectant needs of the fire department of the Party of the First Part for the following year. The compensation paid to the Party of the First Part shall be a millage rate of all tax money raised by virtue of a voter approved tax levy on the above described property as computed by Delaware County. The millage rate used may vary from year to year, but in no event shall it be set in excess of one and one-half mills, or forty and one-half cents per thousand dollars of assessed value of taxable property in the above described area. It is further agreed by the Parties that during the first tax year covered by virtue of this contract, the rate shall be set at .40500. This said agreement shall be in effect for the period of five (5) years commencing July 1, 1990 and will 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. 63-1482
RECORDING FEE $ 15.00
TRANSFER FEE $
FILED FOR RECORD THE 31 DAY OF December, 19 90 AT 9:12 O'CLOCK A. M. BOOK 2 PAGE 131
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 attendent to and associated with this said Agreement.

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

7. That the Clerk of the City of Ryan, County of Delaware, State of Iowa, sahll 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 copy of said original 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

9 day of July A.D. 1990

MAYOR Ivan Anderson 12-22-89 Date

CITY CLERK Peg McNamara 10/13/89 DATE

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

27th day of September A.D. 1989

Township Trustee Larry K. Sheppard 11-20-89 Date

Township Trustee Albert J. Zumbach 11-16-89 Date

Township Trustee James L. Shover Date

Township Clerk HOWARD J. KIRKWOOD 10/2/89 Date

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

Hazel Green Township List of Property Served by Ryan Fire Dept.

ALL OF SECTIONS 3, 4, 5, 6, 7, 8, 9, 10, 14, 15, 16, 17, 19, 20, 21, 22, and 27; all of SECTION 2 except the NORTHEAST QUARTER (NE¼) of the NORTHEAST QUARTER (NE¼), and the NORTHEAST QUARTER (NE¼) of the SOUTHEAST QUARTER (SE¼); the WEST HALF (W½), and the SOUTHEAST QUARTER (SE¼), and the NORTH HALF of the NORTHEAST QUARTER (N½ NE¼), and the SOUTHWEST QUARTER (SW¼) of the NORTHEAST QUARTER (NE¼), and the EAST HALF (E½) of the SOUTHEAST QUARTER (SE¼) of the SOUTHEAST QUARTER (SE¼) of the NORTHEAST QUARTER (NE¼), of SECTION 11; the SOUTHWEST QUARTER (SW¼), and the NORTHWEST QUARTER (NW¼) of the SOUTHEAST QUARTER (SE¼), and the WEST THREE QUARTERS (W3/4) of the WEST HALF (W½) of the NORTHEAST QUARTER (NE¼), and the EAST HALF (E½) of the NORTHWEST QUARTER (NW¼), and the WEST HALF (W½) of the SOUTHWEST QUARTER (SW¼) of the SOUTHWEST QUARTER (SW¼) of the NORTHWEST QUARTER (NW¼), of SECTION 12; the NORTH HALF (N½) of the NORTHWEST QUARTER (NW¼) of SECTION 13; the WEST HALF (W½), and the NORTHEAST QUARTER (NE¼), and the NORTHWEST QUARTER (NW¼) of the SOUTHEAST QUARTER (SE¼) of SECTION 23; the WEST HALF (W½), and the SOUTH HALF (S½) of the SOUTHEAST QUARTER of SECTION 26; the NORTH (N½) of SECTION 28; the NORTH HALF (N½) of SECTION 29; the NORTH HALF (N½) of SECTION 30; the NORTH HALF (N½) of the NORTHEAST QUARTER (NE¼), and the NORTHEAST QUARTER (NE¼) of the NORTHWEST QUARTER (NW¼) of SECTION 34; all of SECTION 35 except the NORTHEAST QUARTER (NE¼) of the SOUTHEAST QUARTER (SE¼) of SECTION 35, and all of SECTION 18 except the CITY OF RYAN, IOWA, all in TOWNSHIP 87 NORTH, RANGE 5, WEST OF THE 5th P.M.