Dave Gibbs

'97 SEP 17 PM 3 56

8-858

PLAT 8-79

James T. Peters, P.O. Box 774, Independence, IA 50644 (319)334-9992

AGREEMENT FOR FUTURE STREET DEDICATION AND CONSTRUCTION

THIS AGREEMENT is made by and between Vontalge Family Partnership (Developer), Murdoch Funeral Home, Inc., and the City of Manchester, Iowa (City).

WHEREAS, Developer owns and is platting a parcel of land within the city limits of Manchester to be designated Deer Field Addition, which is described on Exhibit A and which is by this reference made a part hereof; and

WHEREAS, there is shown on said plat an area across Lot 1 of the subdivision and continuing North to Lot A which is reserved for future dedication as N. Ninth Street, City of Manchester; and

WHEREAS, City has determined that there is no present need for construction and dedication of N. Ninth Street across Lot 1 of Deer Field Addition to Lot A; and

WHEREAS, the Developer has agreed that all cost of future street improvements within the reserved right-of-way across Lot 1 referred to as N. Ninth Street shall be borne by and assessed to the owners of Lot A when completed; and

WHEREAS, the parties anticipate Lot 1 will be purchased by Murdoch Funeral Home, Inc.;

IT IS THEREFORE AGREED as follows:

1. Developer agrees to reserve the West 66 feet of Lot 1 of Deer Field Addition for dedication to the City of Manchester, Iowa, as N. Ninth Street.

2. State of Iowa Department of Transportation shall transfer the access road shown on Exhibit B which is attached hereto and by this reference made a part hereof from West Main Street to and running West along the South boundary of Lot 1, to the City of Manchester, Iowa, for future development as N. Ninth Street. No formal confirmation of the transfer from State of Iowa Department of Transportation is anticipated in the next six months. All parties acknowledge that the State of Iowa Department of Transportation may not transfer the above-described property. Developers have determined that it remains in their best interest to proceed with development set forth herein. The City of Manchester shall assist in the acquisition of property from State of Iowa Department of Transportation but shall have no obligation to purchase or otherwise expend funds for acquisition of such property.

3. In the event development occurs on land described as Lot A, the then owners of Lot A of Deer Field Addition shall be solely responsible for the entire cost of construction of street improvements and the owner of Lot 1 shall dedicate the portion of land referred to as N. Ninth Street which is located within said Lot 1. In the event street improvements are

necessary on the property set forth on Exhibit B and in the event the State of Iowa transfers to the City of Manchester the property shown on Exhibit B, said costs shall be the sole responsibility and obligation of the owner of Lot 1. Prior to the construction of a street meeting the City's minimum standards, the access described in Exhibit B shall be maintained by owner(s) of Lot 1.

4. Developer hereby agrees and consents to waive any rights that it might have to contest any assessment, protest or take any other action to require the City of Manchester to incur expenses for subsequent street improvements across Lot 1 and the property now held by the Iowa Department of Transportation shown on Exhibit B.

5. This Agreement shall be recorded by Developer in the Office of the Delaware County Recorder with the final plat of the subdivision.

6. This Agreement shall be binding upon the heirs and assigns of the City of Manchester, Iowa, and Vontalge Family Partnership, and shall run with the land. More specifically, all obligations of Developer not specifically assigned to the owners of Lot A shall be binding upon all transferees and grantees or other holders of an interest in the property referred to on the plat and survey as Lot 1.

7. Costs incurred for construction of streets referred to herein shall not, by execution of this Agreement, be made ineligible to participate in existing cost sharing programs, of the City of Manchester, Iowa, in place at the time of construction.

8. The cost for future extension of water and sewer mains to Lot A shall be the obligation of the owner of Lot A.

9. The City shall, after consultation with landowners affected by this Agreement, be solely responsible for determining when "development" occurs as it pertains to this Agreement.

Vontalge Family Partnership
(Developer)

BY: Vontalge Family Partnership
By Gary Vontalge

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 4th day of September, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary Vontalge, to me personally known, who being by me duly sworn, did say that the person is one of the partners of Vontalge Family Partnership, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.



Linda K. Tutton
Notary Public in and for the State of Iowa

LINDA K. TUTTON

CITY OF MANCHESTER, IOWA

BY: Milt L. Kramer
Milt L. Kramer, Mayor

BY: Karen K. Cole
Karen K. Cole, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 4th day of September, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, 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 Manchester, 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 R-105-97 passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the 2nd day of September, 1997, and that Milt L. Kramer and Karen K. Cole 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.

Linda K. Tutton
Notary Public in and for the State of Iowa

LINDA K. TUTTON
MURDOCH FUNERAL HOME, INC.
(Anticipated Purchaser of Lot 1)

BY: John F. Murdock
JOHN MURDOCK

BY: President

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 29 day of AUG, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Murdoch, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) ~~the seal affixed thereto is the seal of said~~ corporation by authority of its Board of Directors; and that the said President as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

BRUCE TRAPP

PREPARED BY: J. DAVID GIBBS P.O. BOX 295 MANCHESTER, IOWA 52057 319-927-2434

EXHIBIT A

***DEER FIELD ADDITION*, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER OF SECTION THIRTY (30), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA;** into two (2) lots numbered Lot One (1) and Lot A (reserved for future development) containing a total of 18.39 acres, subject to easements of record and more specifically described by metes and bounds as follows:

COMMENCING at the Southeast (SE) Corner of Section Thirty (30), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa;

Thence along the Easterly Line of the Southeast Quarter (SE 1/4) of said Section Thirty (30), North 00° 06' 51" East to the Boundary Line of a 15.49 Acre Parcel as recorded in Book 2 of Plats, Page 189 in the Office of the Delaware County Recorder, 130.29 feet, to the ***POINT OF BEGINNING***;

Thence along the Boundary Line of said 15.49 Acre Parcel South 89° 57' 16" West, 248.97 feet;

Thence continuing along the Boundary Line of said 15.49 Acre Parcel North 00° 02' 44" West, 440.00 feet;

Thence continuing along the Boundary Line of said 15.49 Acre Parcel South 89° 57' 16" West, 270.00 feet;

Thence continuing along the Boundary Line of said 15.49 Acre Parcel North 00° 01' 06" East, 439.32 feet;

Thence continuing along the Boundary Line of said 15.49 Acre Parcel North 89° 59' 48" West to the Westerly Line of said 15.49 acre parcel, 570.74 feet;

Thence along the Westerly Line of said 15.49 Acre Parcel South 00° 02' 44" East to the Northerly Line of a 3.36 Acre Parcel as recorded in Book 3 of Plats, Page 198 in the Office of the Delaware County Recorder, 302.81feet;

Thence along the Northerly Line of said 3.36 Acre Parcel North 88° 42' 03" West to the Westerly Line of the Southeast Quarter (SE ¼) of said Southeast Quarter (SE ¼), 237.67 feet;

Thence along said Westerly Line North 00° 55' 55" West, 573.97 feet to the Northwest Corner of the Southeast Quarter (SE ¼) of said Southeast Quarter (SE ¼);

Thence along the Northerly Line of the Southeast Quarter (SE ¼) of said Southeast Quarter (SE ¼) South 89° 34' 07" East, 1339.08 feet to the Northeast (NE) corner of the Southeast Quarter (SE ¼) of said Southeast Quarter (SE ¼);

Thence along the Easterly Line of said Southeast Quarter (SE ¼) South 00° 06' 51" West, 1166.54 feet to the ***POINT OF BEGINNING***;

Containing a total of 18.39 acres divided into two (2) lots numbered Lot One (1) and Lot A (reserve for future development) and subject to easements of record.

The Southerly Line of the Southeast Quarter (SE 1/4) of Section Thirty (30), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian is assumed to bear North 89° 59' 00" East.

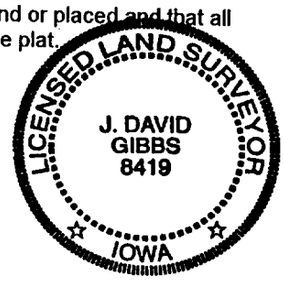
SURVEYOR'S CERTIFICATE

I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

I hereby certify that a minimum of two (2) control monuments have been found or placed and that all monuments indicated will be placed within one (1) year of the recording of the plat.

J. David Gibbs, License No. 8419 — Date 7/14/97

My License renewal date is December 31, 1998

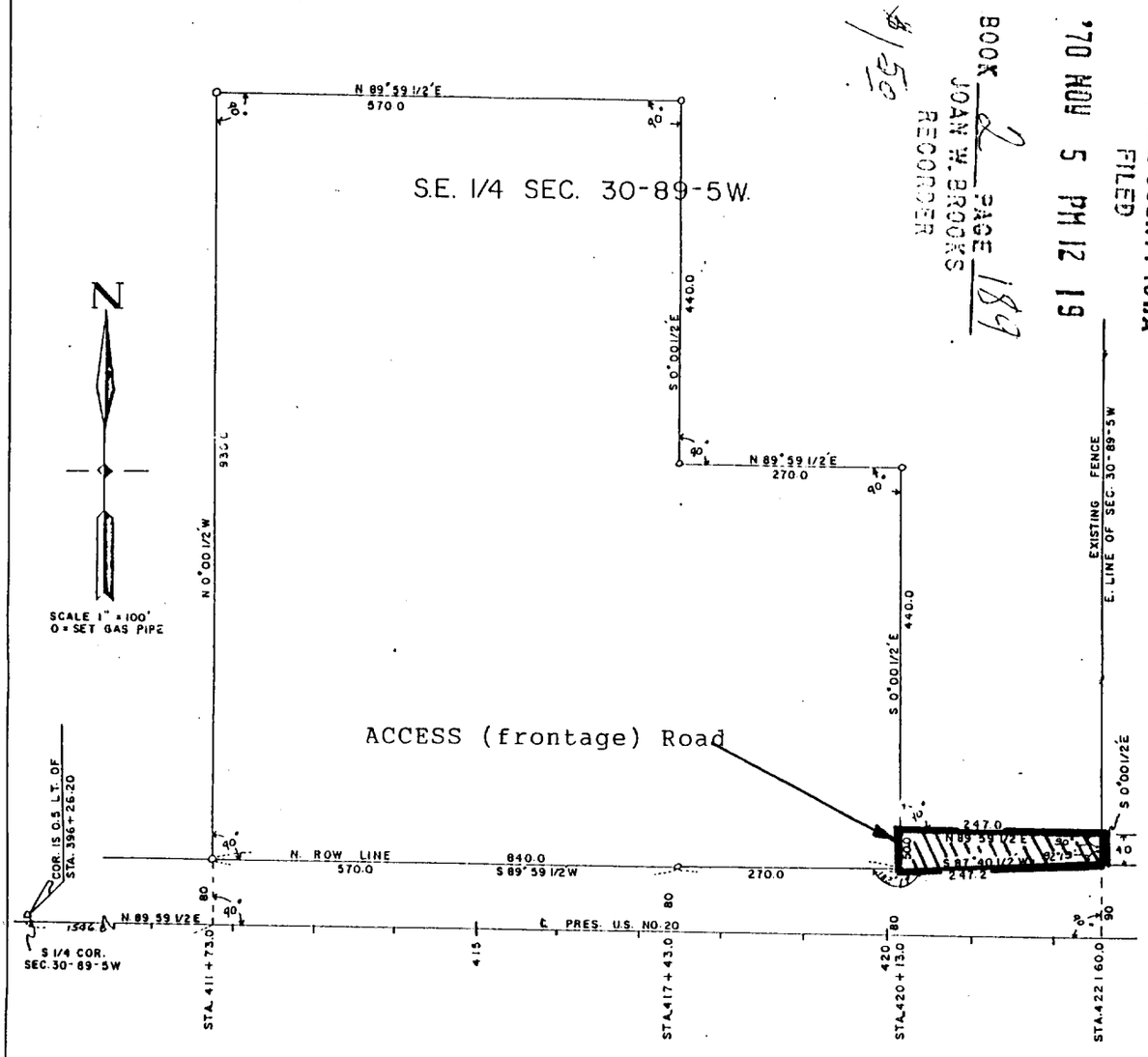


Filed 11/5/1970

EXHIBIT B

DELAWARE COUNTY

BG-004L(027)--80-28



DELAWARE COUNTY IOWA
FILED
'70 NOV 5 PM 12 19
JOAN W. BROOKS
RECORDER
BOOK 2 PAGE 189

124-1789

MADE AT THE REQUEST OF THE IOWA STATE HIGHWAY COMMISSION.

PLAT OF A SURVEY OF A PARCEL OF LAND LOCATED IN THE SE.1/4 SEC.30-89-5W, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A POINT 0.5 FEET SOUTH OF THE S.1/4 COR. SEC.30-89-5W, SAID POINT BEING STA. 396+26.20 ON ℄ OF U.S. HWY. NO.20; THENCE N.89°59 1/2'E. ALONG SAID ℄ OF U.S. NO.20 A DISTANCE OF 1546.80 TO STA. 411+73.0; THENCE N 0°00 1/2'W A DIST. OF 80 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING N 0°00 1/2'W A DIST. OF 930.0 FEET; THENCE N 89°59 1/2'E. A DIST. OF 570.0; THENCE S 0°00 1/2'E A DIST. OF 440.0 FEET; THENCE N 89°59 1/2'E. A DIST. OF 270.0 FEET; THENCE S 0°00 1/2E A DIST. OF 440.0 FEET; THENCE N 89°59 1/2'E A DIST. OF 247.0 FEET TO THE EAST LINE OF SEC.30-89-5W; THENCE S 0°00 1/2E A DIST. OF 400 FT; THENCE S 87°40 1/2W A DIST. OF 2472 FT.; THENCE S 89°59 1/2 W. A DIST. OF 840.0 FT. TO THE POINT OF BEGINNING, ALL IN DELAWARE COUNTY, IOWA, CONTAINING 15.49 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE BY ME ASSISTED BY G.W. HALL, D.A. SPARKS, R.D. LEDGER, S.D. SIMMERSON, D.M. O'BRIEN AND R.A. HARDING. ALL DULY SWORN AND IS CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNED: SEPTEMBER 3, 1970

ROLAND F. POPELKA 5898 REGISTERED LAND SURVEYOR STATE OF IOWA

Roland F. Popelka
ROLAND F. POPELKA RLS NO.5898

FILE No. 124-1789
RECORDING FEE $ 1.50
Plat Book

FILED FOR RECORD THE 5 DAY OF November, 1970 AT 12:19 O'CLOCK P. M. BOOK 2 PAGE 189

STATE OF IOWA, DELAWARE COUNTY
Joan W. Brooks, Recorder
By _____, Deputy