Tom Hansen

DELAWARE COUNTY IOWA
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1999 JA 20 PM 4:25
BOOK 1999 PAGE 433
DEBORAH L. PEYTON
DELAWARE CO RECORDER
$ 20.00

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

DEVELOPMENT AGREEMENT
HOMEWORKS SUBDIVISION

DEVELOPERS, JEFF TEGELER, JASON NOLZ, AND JEFF STATE

CITY OF MANCHESTER, IOWA

THIS AGREEMENT is made by and between Jeff Tegeler, Jason Nolz, and Jeff State, (Developer), and the City of Manchester, Iowa (City).

WHEREAS, Developer owns and is platting a parcel of land located within the city limits of Manchester, Iowa, which is designated as Homeworks Subdivision and is legally described on Exhibit A, a copy of which is attached hereto and by this reference made a part hereof; and

WHEREAS, the City has determined that there is no present need for Developer to take the following action:

a) Construct storm sewer and/or drainage improvements serving the above-described property;

b) To provide for construction of water, storm sewer, and sanitary sewer extensions and service to the lots shown on the subdivision;

c) Construction of street improvements for the street shown as platted and dedicated on Exhibit A.

WHEREAS, City and Developer agree that it is necessary to provide for the manner in which costs of future construction of certain improvements located within the above-described platted parcel of land shall take place;

In consideration for the covenants and agreements set forth herein, IT IS AGREED AS FOLLOWS:

1. That Developer shall file this agreement and record it in the office of the Delaware County Recorder along with the preliminary and fnal subdivision plat which is attached hereto.

2. That Developer shall dedicate to the City the street shown as lot 5 on the Final Plat of Homeworks Subdivision. That Developer shall not at this time be required to comply with street construction necessary to bring the street surface up to code.The City may, in its sole discretion, when it determines improvements to the street surface to be necessary, require the owners of Lots 1 through 4, collectively, to be responsible for not more than one-half of the cost for improvements made to the street surface. The City shall have the sole discretion to determine the type of street surface and other improvements to be made on the roadway at the time of construction. Developers further agree that each lot adjacent to the street will be assessed equally for such street surface improvement costs. This street will remain eligible for any cost sharing program available at the time of construction.

   Developers shall be solely responsible for maintaining the current graveled street surface in a safe condition until such time as the City determines that street surface improvements should be made as set forth above. Developers, their heirs and/or assigns, hereby agree to indemnify and hold the City harmless for any damages arising from or attributable to failure of Developers to provide for improvements to the street surface.

3. That no sanitary sewer extension shall be required at this time. That a septic tank and/or private sewer system currently serves the building located on lot 4. Such septic tank and/or private sewer system shall be allowed to continue in use provided it complies with

state, county and city health regulations, until such time as the City in its sole discretion determines that a sanitary sewer line shall be constructed to serve said property. No existing private sewer or septic tank system may be expanded in any way from its condition as of the date of this agreement, nor shall any new private sewer or septic tank systems be constructed within the subdivision.

4. That no water main extension shall be required at this time. That a private well currently serves the building located on lot 4 and is in place to serve the building on lot 3. Such well shall be allowed to continue in use provided it complies with state, county and city health regulations until such time as the City in its sole discretion determines that a water utility line shall be constructed to serve said properties. No existing well and/or private water system may be expanded in any way from its condition as of the date of this agreement, with the exception of connecting the building on lot 3, nor shall any new well and/or private water systems be constructed within the subdivision.

5. That no storm sewer or other drainage improvements shall be required to be performed by the Developers at this time. The City, in its sole discretion, shall have authority to provide for installation of water drainage and storm sewer improvements, sanitary sewer improvements, and water utility serving property in the *HOMEWORKS* Subdivision. When the City determines that construction of water utility lines, storm sewer system, and/or sanitary sewer system is necessary and appropriate, the cost for such improvements shall be paid equally by the owners of all lots which are served by said extensions.

6. This agreement shall be binding upon the heirs and assigns of the City of Manchester, Iowa, and Developer and its heirs and assigns, and shall run with the land. More specifically, all obligations of Developer not specifically assigned shall be binding upon all transferees and grantees or other holders of an interest in property currently held in the name of Developer.

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 23rd day of December, 1998, before me, Linda K. Tutton, 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 Resolution R-277-98 passed by the City Council of the City of Manchester, Iowa on the 21st day of December, 1998, 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
Linda K. Tutton, Notary Public
My commission expires 8-29-99

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

Jeffrey J. Tegeler
Signature

On this 18 day of December, 1998 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeff Tegeler, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Sherry Digmann
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
SHERRY DIGMANN
MY COMMISSION EXPIRES
2-27-2001

STATE OF IOWA)
) SS:
COUNTY OF ~~DELAWARE~~ Linn)

Signature

On this 18 day of December, 1998 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Nolz, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Sherry Digmann
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
SHERRY DIGMANN
MY COMMISSION EXPIRES
2-27-2001

STATE OF IOWA)
) SS:
COUNTY OF ~~DELAWARE~~ Linn)

Signature

On this 18 day of December, 1998 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeff State, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Sherry Digmann
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
SHERRY DIGMANN
MY COMMISSION EXPIRES
2-27-2001

Tom Hansen

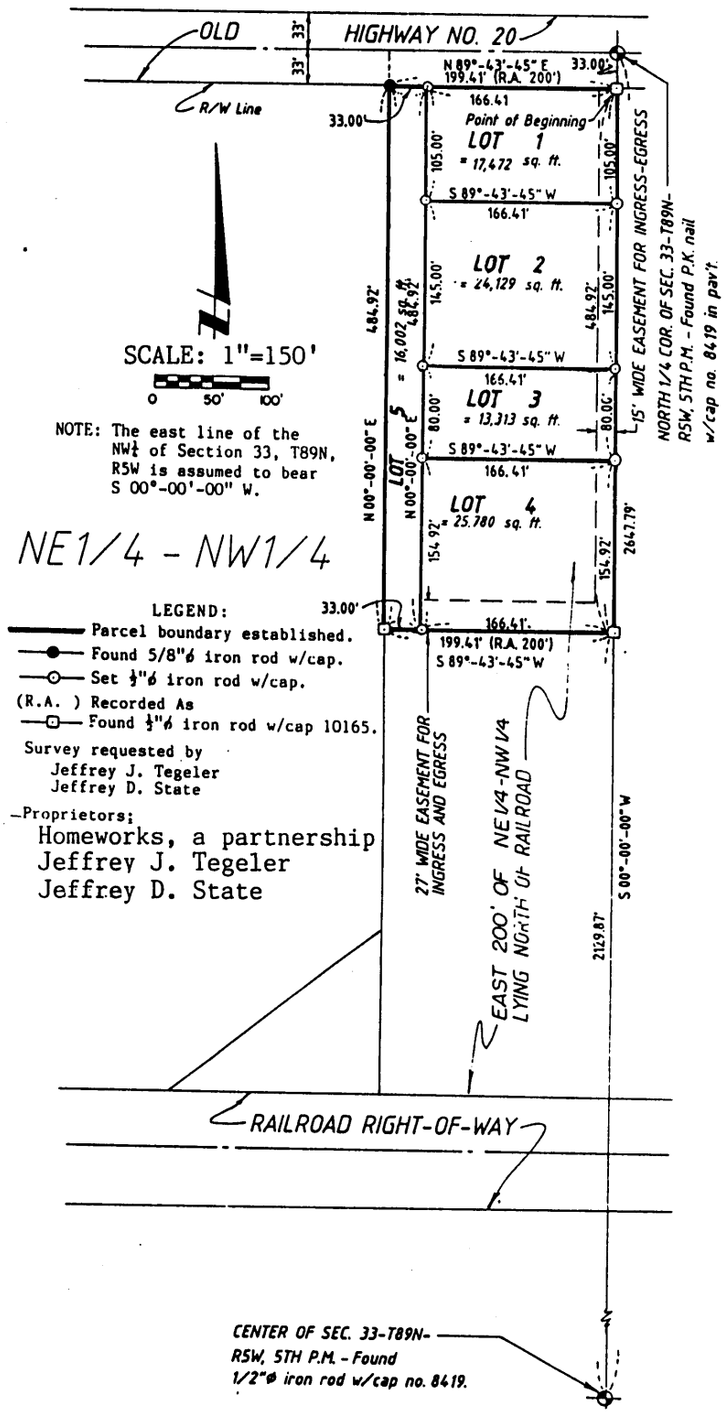
DELAWARE COUNTY IOWA
FILED
1999 JA 20 PM 4: 2[illegible]
$50.00

Exhibit A

MOHN SURVEYING • ROGER R. MOHN • 1888 GREAT RIVER ROAD • LANSING, IOWA 52151 • 319-538-4067

FINAL PLAT
OF
HOMEWORKS SUBDIVISION

A SUBDIVISION OF PARCEL J IN SECTION 33, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MANCHESTER, DELAWARE COUNTY, IOWA.



LICENSED LAND SURVEYOR
ROGER R. MOHN
10165
★ IOWA ★

I hereby certify that this land surveying document was prepared 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.

Roger R. Mohn December 9, 1998

Roger R. Mohn *Date*

License Number 10165

My license renewal date is December 31, 2000

Pages or sheets covered by this seal:

Sheet No. 1 of 11 and 2 of 11

Surveyed: May 6, 1996

Sheet No. 1 of 11

LEGAL DESCRIPTION OF HOMEWORKS SUBDIVISION:

HOMEWORKS SUBDIVISION being a subdivision of Parcel J in Section Thirty-three (33), Township Eighty-nine (89) North, Range Five (5) West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, consisting of Lot One (1) through Lot Five (5) containing 17,472 square feet, 24,129 square feet, 13,313 square feet, 25,780 square feet, and 16,002 square feet, respectively, more or less, and more particularly described by metes and bounds as follows:

Commencing at the North 1/4 Corner of Section 33, Township 89 North, Range 5 West of the 5th P.M.; thence S 00°-00'-00" W, 33.00 feet along the east line of the NW1/4 of said Section 33 to the Point of Beginning; thence S 00°-00'-00" W, 484.92 feet along the east line of said NW1/4; thence S 89°-43'-45" W, 199.41 feet; thence N 00°-00'-00" E, 484.92 feet; thence N 89°-43'-45" E, 199.41 feet along the south right-of-way line of Old Highway No. 20 to the Point of Beginning. Said described parcel contains a total of 2.22 acres, more or less. The east line of the NW1/4 of Section 33, T89N, R5W is assumed to bear S 00°-00'-00" W.