City of Manchester

DELAWARE COUNTY IOWA
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1999 MAR 19 AM 9:14
BOOK 1999 PAGE 937
BRENDA L. FEYTON
DELAWARE CO. RECORDER
$ 36.00

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

AMENDED AGREEMENT FOR FUTURE STREET DEDICATION AND/OR CONSTRUCTION AND OTHER DEVELOPMENT COSTS

THIS AGREEMENT is made by and between Gary W. Jackson and Charles L. Ankrom, (Developer), and the City of Manchester, Iowa, (City).

WHEREAS, Developer owns and has platted a parcel of land located partially within the city limits of Manchester, Iowa, and partially abutting the city limits of Manchester, Iowa, to be designated North Oak Subdivision, which 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 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 Lots 1, 2, 3, 4, 5, 6; and

(c) Construction of street improvements along Honey Creek Drive or what is shown as the East 1/2 of Honey Creek Road, previously known as Linsey Creek Road; and

(d) Construction of sidewalks abutting Lots 6 through 10; and

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

WHEREAS, the parties previously entered into an agreement concerning the above matter and now wish to modify certain terms of the agreement;

IN CONSIDERATION for the covenants and agreements set forth herein, it is agreed as follows:

1. This agreement hereby amends and supersedes all terms of the prior agreement dated 12-23-98 and recorded in Book

1999, Page 127, on 01-13-99 in the Office of the Delaware County Recorder, and adopts the terms herein in its place.

2. Developer has filed a preliminary/final plat and petition for voluntary annexation of Lots 6 through 10 of the above-described property.

3. No storm sewer or other drainage improvements shall be required to be performed by Developer at this time. However, at the sole discretion of the City, Developer, its heirs and assigns, shall be responsible for payment of all costs for construction of adequate storm sewer and/or drainage improvements serving the above-described property.

4. Developer, its heirs and assigns, agrees and contracts that all construction and improvements which take place upon the lots in the subdivision which are not located in the City of Manchester, Iowa, shall nevertheless be subject to requirements for building standards and building permits as if they were located within the city limits. No well, septic tank, or other similar systems may be constructed on any of Lots 1 through 6 after the date of this agreement unless water, sanitary sewer and storm sewer improvements serving said lots shall be constructed in a manner to be approved by the City and at the sole expense of the developer or subsequent owners of said lots. Costs shall be allocated between Developer and/or subsequent owners of said lots on a pro-rata basis based upon lot frontage. The City shall further reserve the right to construct through special assessments as allowed by law, water, sanitary sewer and/or storm sewer improvements on said lots at any time. (Such construction may only occur when the City Council makes a finding that development has taken place in the area of the above-described property to require the construction of such improvements).

5. 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.

6. That Developer has provided in the preliminary and final plats for dedication of the North 1/2 (33 feet) of Honey Creek Drive abutting Lots 6 through 10 on the South. Street improvements for the North 1/2 of Honey Creek Drive abutting Lots 6 through 10 shall be performed when, at the City's sole

discretion, such improvements are deemed appropriate. Developer, or any future owner, shall be solely responsible for the reasonable cost of construction of said street improvements and agrees to waive any rights that it might have to contest, protest, or take similar action concerning any assessment for such costs. Nor shall Developer take any other action to require the City of Manchester to incur expenses for these improvements. Cost for construction of streets referred to herein shall remain eligible for participation in cost sharing programs offered by the City of Manchester.

7. Developer shall dedicate the street referred to on the plat as the East 1/2 of Honey Creek Road formerly known as Linsey Creek Road abutting the West side of the subdivision when construction of a structure or other development (in addition to that which is in existence at the time of executing this agreement) occurs on any portion of Lots 1 through 6, and the City Council by resolution requests such dedication.

8. Construction of sidewalks abutting Lots 6 through 10 shall not be required to be constructed until such time as residential structures are placed upon said lots. Developer shall establish an escrow account at a local bank or a bank letter of credit subject to approval by the City, in an amount sufficient to adequately pay for the anticipated costs of construction of such sidewalk improvements for Lots 7 through 10. The escrow account or letter of credit shall specifically provide authority to the City for access to such funds to assure construction of sidewalks in a timely manner.

9. The sewer main shown on the plat as being located on East Honey Creek Drive shall be constructed by the City at its cost. The maximum depth of the sewer line using a gravity flow sewer main shall be approximately 5 feet in the vicinity of Lot 10. As Lots 6 through 10 are developed, a connection fee shall be charged by the City for obtaining water and sewer service to said lots. It is further specifically agreed that the modular home located on Lot 6 as of the date of this agreement shall not be required to connect to the City sewer system until such time as additional construction of a residential structure occurs on said lot.

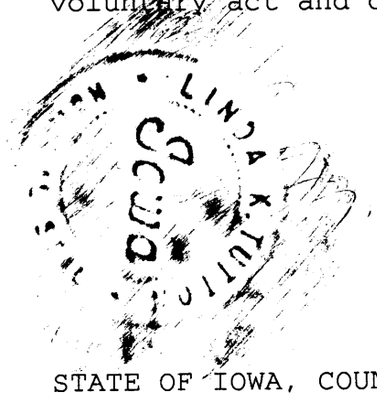
10. The amended agreement shall be recorded by Developer in the Office of the Delaware County Recorder.

11. Lots 1 through 6 shall not be divided without prior consent of the City Council of the City of Manchester, Iowa.

Gary W. Jackson
Developer Gary W. Jackson

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 15 day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gary W. Jackson to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

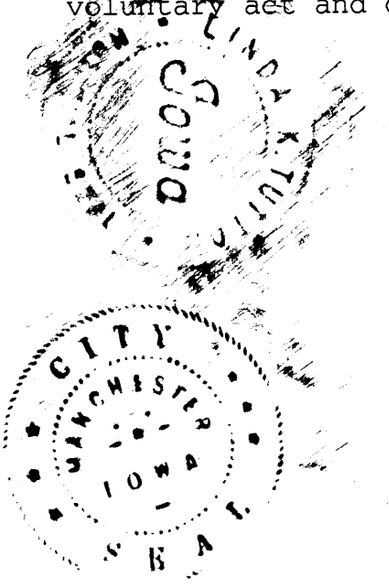


Linda K. Tutton
Notary Public in and for the State of Iowa

Charles L. Ankrom
Developer Charles L. Ankrom

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 15th day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles L. Ankrom to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



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

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 17th day of March, 1999, 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-035-99 passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the 15th day of March, 1999, 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

Approved and Adopted by Donald and Barbara Chamberlain as anticipated purchasers of Lots 7 - 10.

Donald D. Chamberlain
Donald Chamberlain

Barbara Chamberlain
Barbara Chamberlain

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 17th day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald Chamberlain and Barbara Chamberlain to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

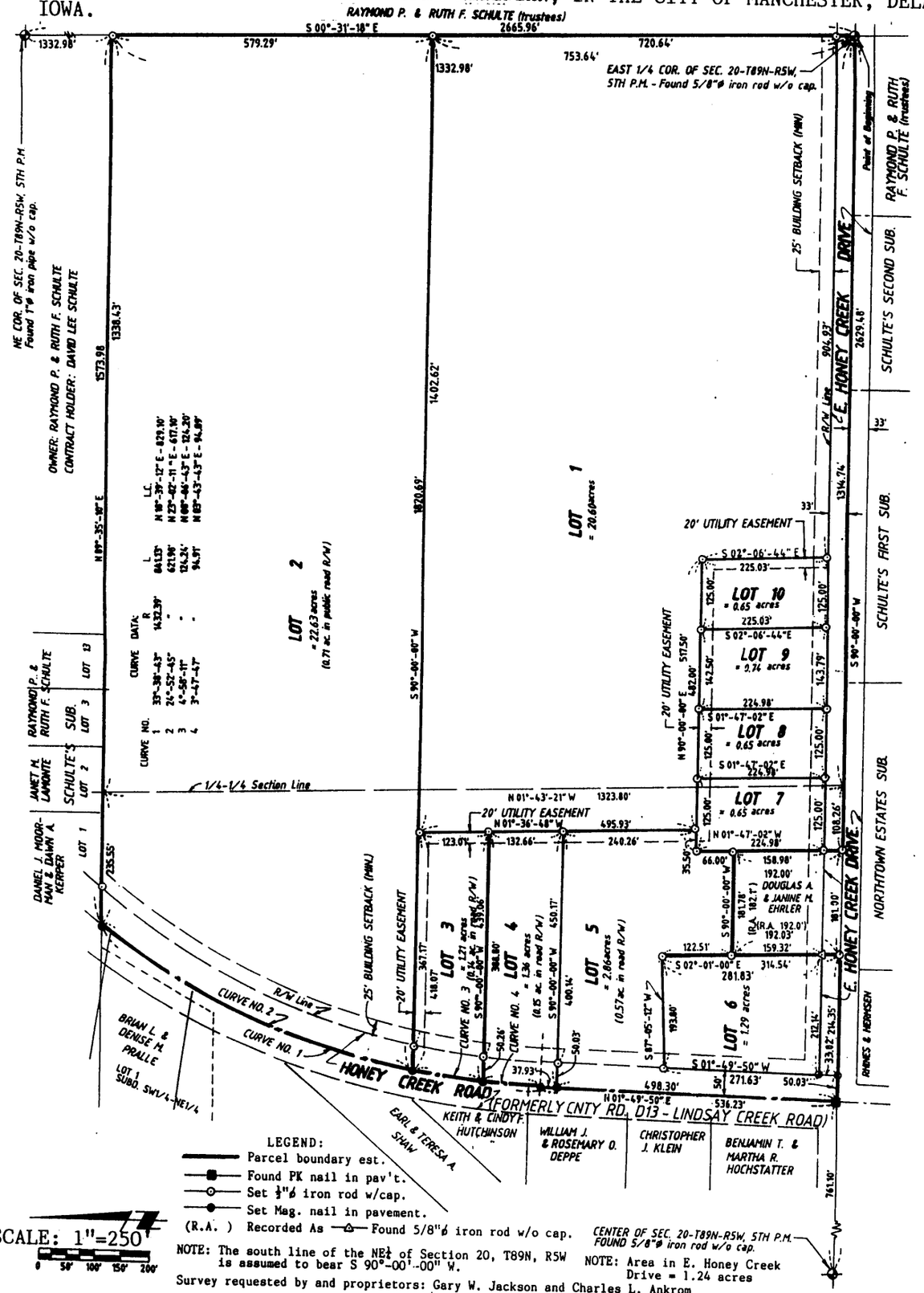
Linda K. Tutton
Notary Public in and for the
State of Iowa

Exhibit A

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

FINAL PLAT OF NORTH OAK SUBDIVISION

A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ($SE\frac{1}{4}$-$NE\frac{1}{4}$) AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER ($SW\frac{1}{4}$-$NE\frac{1}{4}$) OF SECTION 20, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MANCHESTER, DELAWARE COUNTY, IOWA.



NOTE: The south line of the $NE\frac{1}{4}$ of Section 20, T89N, R5W is assumed to bear S 90°-00'-00" W.

NOTE: Area in E. Honey Creek Drive = 1.24 acres

Survey requested by and proprietors: Gary W. Jackson and Charles L. Ankrom

Surveyed: Aug. - Sept., 1998
(127, 69)

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 November 30, 1998

Roger R. Mohn *Date*

License Number 10165

My license renewal date is December 31, 1998

Pages or sheets covered by this seal:

This sheet only.

LEGAL DESCRIPTION OF NORTH OAK SUBDIVISION:

A subdivision of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4) and part of the Southwest Quarter of the Northeast Quarter (SW1/4-NE1/4) of Section Twenty (20), Township Eighty-nine ~~(89) North, Range Five (5) West of the Fifth Principal~~ Meridian, in the City of Manchester, Delaware County, Iowa, containing a total of 53.88 acres, more or less, and more particularly described by metes and bounds as follows:

Commencing at the East 1/4 Corner of Section 20, Township 89 North, Range 5 West of the 5th P.M. which is the Point of Beginning; thence S 90°-00'-00" W, 1423.00 feet along the south line of the NE1/4 of said Section 20; thence N 01°-47'-02" W, 192.00 feet; thence S 90°-00'-00" W, 181.78 feet; thence S 02°-01'-00" E, 192.03 feet; thence S 90°-00'-00" W, 264.38 feet along the south line of said NE1/4; thence N 01°-49'-50" E, 536.23 ~~feet~~ along the centerline of Honey Creek Road (formerly Lindsay Creek Road); thence 841.13 feet along the centerline of said Honey Creek ~~Road~~ (formerly Lindsay Creek Road) which is along a 1,432.39 foot radius curve concave southeasterly with a central angle of 33°-38'-~~43"~~ and a long chord which bears N 18°-39'-12" E, 829.10 feet; thence N 89°-35'-10" E, 1573.98 feet along the north line of the ~~South One~~ half of the NE1/4 of said Section 20; thence S 00°-31'-18" E, 1332.98 feet along the east line of said NE1/4 to ~~the Point of~~ Beginning. Said described parcel contains a total of 53.88 acres, more or less. The south line of the NE1/4 of Section 20, ~~T89N, R5W~~ is assumed to bear S 90°-00'-00" W.

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 November 30, 1998

Roger R. Mohn *Date*

License Number 10165

My license renewal date is December 31, 1998

Pages or sheets covered by this seal:

This sheet only.

OWNER'S CONSENT:

The attached plat represents a survey of NORTH OAK SUBDIVISION being a subdivision of the Southeast Quarter of the Northeast Quarter (SE¼-NE¼) and part of the Southwest Quarter of the Northeast Quarter (SW¼-NE¼) of Section 20, Township 89 North, Range 5 West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa.

I (We) Gary W. Jackson and Charles L. Ankrom of Delaware County, State of Iowa, do hereby certify that the above survey, as shown by the attached Plat, is made with my (our) free consent and in accordance with my (our) desire.

Gary W. Jackson

Gary W. Jackson

Charles L. Ankrom

Charles L. Ankrom

STATE OF IOWA, Delaware County SS.

On the ____ day of _____ A.D. 19 ____ before me, a Notary Public in and for said County, personally appeared Gary W. Jackson and Charles L. Ankrom of said County, to me personally known to be the identical person(s) whose name(s) is (are) affixed to the foregoing statement, and acknowledged the same to be their voluntary act and deed.

Witness my hand and seal.

12-21-98

Notary Public in and for said County