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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared by: Larry Lamont, South Fork Twp Clerk, 3253 300th Ave, Hopkinton, Iowa 52237 563-926-2913
Return Document To: (X) Larry Lamont, South Fork Twp Clerk, 3253 300th Ave, Hopkinton, Iowa 52237

FIRE PROTECTION AGREEMENT

This agreement adopted and entered into on this 17th day of July, 2006, by and between the MONTICELLO FIRE DEPARTMENT (hereinafter known as "Monticello") and the BOARD OF TOWNSHIP TRUSTEES OF SOUTH FORK TOWNSHIP, Delaware County, Iowa (hereinafter known as "South Fork").

This AGREEMENT is executed for the purpose of providing fire protection to the residents of South Fork Township, Delaware County, Iowa and property located therein, as required by the Code of Iowa.

This agreement shall remain in effect for the period of one (1) year beginning July 1, 2006.

As consideration for the performance of this contract on the South Fork, South Fork agrees to pay the sum of 50 cents for fire and 7 cents for ambulance to Monticello; said sum is to be paid in two (2) equal payments by South Fork Clerk. The first half to be paid by November 1, 2006 and the last half by May 1, 2007.

As consideration for the performance of this contract on the part of Monticello, Monticello agrees to provide fire protection for the following portion of South Fork Township:

See Attached - pages 3 & 4

Nothing in this AGREEMENT shall prevent Monticello from receiving aid and providing fire protection for South Fork from any other public or private fire prevention agency or association, nor shall anything in this AGREEMENT prevent Monticello from voluntarily providing fire protection to any other areas of South Fork Township.

Monticello shall provide sufficient fire protection equipment and staff to provide fire protection for South Fork in accordance with this AGREEMENT. Such equipment shall meet all applicable State and Federal regulations and standards.

The president of Monticello shall be the administrator of the undertaking. The manner of acquiring, holding, and disposing of all real and personal property used in this undertaking shall be determined by the administrator and shall not be inconsistent with any other provisions of this AGREEMENT.

This AGREEMENT shall be filed with the Iowa Secretary of State and recorded with the Delaware County Recorder, Delaware County, Iowa.

Dated and signed by the parties hereto this 17 day of July, 2006.

Monticello ~~Rural Fire Association~~ Fire Department

Mark Stoneking, President

South Fork Township, Delaware County, Iowa

Chairman, Board of Trustees

State of Iowa)
) ss:
Delaware County)

On this 17th day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Stoneking, to me personally known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

DIANE NORDMANN
Commission Number 725507
My Commission Expires
November 13, 2006

Notary Public in and for the State of Iowa

State of Iowa)
) ss:
Delaware County)

On this 18th day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John K. Recker, to me personally known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

DIANE NORDMANN
Commission Number 725507
My Commission Expires
November 13, 2006

Notary Public in and for the State of Iowa

EXHIBIT A
Monticello Fire District
Within South Fork Township

The Southeast Quarter (SE ¼) of Section Twenty-five (25); the South one-half (S ½) of the Southeast Quarter (SE ¼) of Section Thirty (30) except the Northwest Quarter of the Southwest Quarter of said Southeast Quarter (NW ¼ SW ¼ SE ¼); all of Section Thirty-one (31) except that portion of the East one-half (E ½) of the Northwest Quarter (NW ¼) thereof which lies West of the roadway; the South one-half (S ½) of Section Thirty-two (32); the South one-half (S ½) of Section Thirty-three (33) and the South one-half (S ½) of the Northeast Quarter (NE ¼) of said Section Thirty-three (33); all of Section Thirty-four (34) except the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) thereof; the Southwest Quarter (SW ¼), the Northwest Quarter (NW ¼) except the Northeast Quarter of said Northwest Quarter (NE ¼ NW ¼), the West one-half (W ½) of the Northeast Quarter (NE ¼), and the South one-half (S ½) of the Southeast Quarter (SE ¼), all in Section Thirty-five (35); and the Southwest Quarter (SW ¼) of Section Thirty-six (36) except the Northwest Quarter of said Southwest Quarter (NW ¼ SW ¼) and the East one-half (E ½) of said Section Thirty-six (36) except the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) and except the South one-half (S ½) of the Northwest Quarter of said Northeast Quarter (NW ¼ NE ¼); all being in Township Eighty-seven North (T87N), Range Three West (R3W) of the 5th P.M., Delaware County, Iowa,
and
the South one-half (S ½) of Section Thirty-six (36), Township Eighty-seven North (T87N), Range Four West (R4W) of the 5th P.M., Delaware County, Iowa, except any portion thereof lying with Parcel A, according to plat recorded in Book 6 Plats, Page 195.

"EXHIBIT B"

South Fork Twp.
Mag. Valley Sch
Washington FD4
28132 (415)

South Fork Twp.
W. Dubuque Sch
Washington FD4
28049 (390)

South Fork Twp.
Monticello Sch
Monticello FD5
28068 (440)

South Fork Twp.
Mag. Valley Sch
Monticello FD5
28067 (420)

South Fork Twp.
W. Dubuque Sch.
Hopkinton FD3
28050 (380)

South Fork Twp.
Monticello Sch.
Hopkinton FD3
28059 (430)

South Fork Twp.
Mag. Valley Sch.
Hopkinton FD3
28011 (410)

Hopkinton Corp.
28019 (610)

