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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

RECORDER'S COVER SHEET

Preparer Information: Dorsey & Whitney
801 Grand Ave., Ste. 3900
Des Moines, IA 50309-2790
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Taxpayer Information: N/A

Return Document To: City of Manchester, Iowa
208 E. Main St.
Manchester, IA 52057

Grantors:
XL Specialized Trailers, Inc.
201 4th St. SW
Oelwein, IA 50662

Grantees:
City of Manchester, Iowa
208 E. Main St.
Manchester, IA 52057

Legal description is located on page: 6

Document of instrument number of previously recorded documents: N/A

ASSESSMENT AGREEMENT

THIS ASSESSMENT AGREEMENT, effective as of the 19th day of July, 2006, is entered into by and among the City of Manchester, Iowa (the "City"), XL Specialized Trailers, Inc. (the "Developer"), and the County Assessor of Delaware County, Iowa (the "Assessor").

WITNESSETH

WHEREAS, the City has established the Manchester Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Urban Renewal Plan") for such area; and

WHEREAS, the Developer has acquired certain real property the legal description of which is set forth on Exhibit A attached hereto (the "Property"), which is located in the Urban Renewal Area; and

WHEREAS, a certain loan agreement dated June 22nd, 2006 (the "Development Agreement") has been entered into by the City and the Developer with respect to the expansion of manufacturing facilities (the "Project") on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Developer desire to establish a minimum actual value for the Property and the completed Project and related improvements to be constructed thereon, which shall be effective as of January 1, 2006, and from then until this Assessment Agreement is terminated pursuant to the terms hereof and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2006, the minimum actual value which shall be assessed for the Property shall be Four Million Eight Hundred Forty-Four Thousand Dollars ($4,844,600) until termination of this Assessment Agreement.

2. To the extent that at any time after January 1, 2006 and before the termination of this Assessment Agreement, by action of state law or otherwise, the taxable valuation of the Property is shown on the records of the Delaware County Auditor to be less than $4,844,600, the minimum actual value established by this Assessment Agreement shall be adjusted and increased by an amount which will produce a taxable valuation figure for the Property at such time equal to $4,844,600.

3. This Assessment Agreement, and the minimum actual value established herein, shall be effective until such time as the Developer's obligations under the Loan Agreement have been paid in full, such date is anticipated to be December 31, 2025.

4. This Assessment Agreement shall be recorded with the Delaware County Recorder, along with a copy of Iowa Code Section 403.6.

5. In accordance with Section 403.6 of the Code of Iowa, this Assessment Agreement does not prohibit the Assessor from assigning a higher actual value to the Property nor does it prohibit the Developer from seeking administrative or legal remedies to reduce the actual value assigned by the Assessor, except that the actual value shall not be reduced below the minimum actual value contained in this Assessment Agreement.

6. Neither the preambles nor provisions of this Assessment Agreement are intended to modify, nor shall they be construed as modifying, the terms of any other contract or agreement between the City, the County and the Developer, including the Loan Agreement.

7. This Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF MANCHESTER, IOWA

By _____
Mayor

Attest:

_____
City Clerk

(SEAL)

XL SPECIALIZED TRAILERS, INC.

By: _____

George Wall, President
Name, Title

Attest:

_____
Name, Title

STATE OF IOWA)
SS:
COUNTY OF DELAWARE)

On this 20th day of July, 2006, before me the undersigned, a Notary Public in and for the said County and State, personally appeared Milt L. Kramer and Erin Rempe, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa, the municipal corporation executing the instrument to which this certificate is attached; that the seal affixed hereto is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of the City of Manchester, Iowa, by authority of its City Council; and that said Milt L. Kramer and Erin Rempe, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.



Laura K. Thomas
Notary Public

STATE OF IOWA)
SS:
COUNTY OF DELAWARE)

On this 20th day of July, 2006, before me the undersigned, a Notary Public in and for the State of Iowa personally appeared George Wall and Scott A. Wall, to me personally known, who, being duly sworn did say that they are the President and General Manager of XL Specialized Trailers, Inc., the entity executing the instrument to which this certificate is attached; that said instrument was signed on behalf of said entity by authority of its governing body and that the said President and General Manager, acknowledge the execution of said instrument to be the voluntary act and deed of said entity, by it and by them voluntarily executed.

Laura K. Thomas
Notary Public

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
8-26-08

EXHIBIT A

(Legal Description of Property)

Certain real property situated in the City of Manchester, County of Delaware, State of Iowa more particularly described as follows:

Parcel I, Part of the S ½ of the SE ¼ of Section 32 Township 89 North, Range 5 West and Part of the NE ¼ of the NE 1/4 , Section 5 Township 88 North, Range 5 West of the 5 P.M., City of Manchester, Delaware County Iowa, according to plat Recorded in Book 2002, Page 3367, as corrected by affidavit Recorded in Book 2002, Page 4222.

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements as of January 1, 2006 7 shall be not less than Four Million Eight Hundred Forty-Four Thousand Dollars ($4,844,600) until termination of the Assessment Agreement to which this Certification is attached.

Claudia J. Callahan
County Assessor for Delaware County,
State of Iowa

Subscribed and sworn to before me this 3 day of April, 2006 7

Julia L. Hackbarth
Notary Public

JULIA L. HACKBARTH
Commission Number 169605
My Commission Expires
May 24, 2008

403.6 POWERS OF MUNICIPALITY.

Every municipality shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including the following powers in addition to others herein granted:

1. To undertake and carry out urban renewal projects within its area of operation; and to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this chapter; and to disseminate slum clearance and urban renewal information.

2. To arrange or contract for the furnishing or repair by any person of services, privileges, works, streets, roads, public utilities or other facilities for or in connection with an urban renewal project; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions, that it may deem reasonable and appropriate, attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of an urban renewal project; and to include in any contract let in connection with such a project, provisions to fulfill such of said conditions as it may deem reasonable and appropriate.

3. Within its area of operation, to enter into any building or property in any urban renewal area in order to make inspections, surveys, appraisals, soundings or test borings, and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted; to acquire by purchase, lease, option, gift, grant, bequest, devise, eminent domain or otherwise, any real property, or personal property for administrative purposes, together with any improvements thereon; to hold, improve, clear or prepare for redevelopment any such property; to mortgage, pledge, hypothecate or otherwise encumber or dispose of any real property; to insure or provide for the insurance of any real or personal property or operations of the municipality against any risks or hazards, including the power to pay premiums on any such insurance; and to enter into any contracts necessary to effectuate the purposes of this chapter: Provided, however, that no statutory provision with respect to the acquisition, clearance or disposition of property by public bodies shall restrict a municipality or other public body exercising powers hereunder in the exercise of such functions with respect to an urban renewal project, unless the legislature shall specifically so state.

4. To invest any urban renewal project funds held in reserves or sinking funds, or any such funds not required for immediate disbursement, in property or securities in which a state bank may legally invest funds subject to its control; to redeem such bonds as have been issued pursuant to section 403.9 at the redemption price established therein, or to purchase such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled.

5. To borrow money and to apply for and accept advances, loans, grants, contributions and any other form of financial assistance from the federal government, the state, county, or other public body, or from any sources, public or private, for the purposes of this chapter, and to give such security as may be required, and to enter into and carry out contracts in connection therewith. A municipality may include in any contract, for financial assistance with the federal government for an urban renewal project, such conditions

imposed pursuant to federal laws as the municipality may deem reasonable and appropriate and which are not inconsistent with the purposes of the chapter.

6. Within its area of operation, to make or have made all surveys and planning necessary to the carrying out of the purposes of this chapter, and to contract with any person in making and carrying out of such planning, and to adopt or approve, modify and amend such planning. Such planning may include, without limitation:

a. A general plan for the locality as a whole;

b. Urban renewal plans;

c. Preliminary plans outlining urban renewal activities for neighborhoods to embrace two or more urban renewal areas;

d. Planning for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;

e. Planning for the enforcement of state and local laws, codes and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements;

f. Appraisals, title searches, surveys, studies, and other planning and work necessary to prepare for the undertaking of urban renewal projects. The municipality is authorized to develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and to apply for, accept and utilize grants of funds from the federal government for such purposes.

7. To plan for the relocation of persons, including families, business concerns and others, displaced by an urban renewal project, and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the federal government. Other provisions of the Code notwithstanding, in making such payments on projects not federally funded, the municipality may pay relocation assistance benefits in the amounts authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Pub. L. No. 91-646, as amended by the Uniform Relocation Act Amendments of 1987, Title IV, Pub. L. No. 100-17.

8. To appropriate such funds and make such expenditures as may be necessary to carry out the purposes of this chapter, and to levy taxes and assessments for such purposes; to zone or rezone any part of the municipality or make exceptions from building regulations; and to enter into agreements, respecting action to be taken by such municipality pursuant to any of the powers granted by this chapter, with an urban renewal agency vested with urban renewal project powers under section 403.14, which agreements may extend over any period, notwithstanding any provision of rule of law to the contrary.

9. To close, vacate, plan or replan streets, roads, sidewalks, ways or other places; and to plan or replan any part of the municipality.

10. Within its area of operation, to organize, co-ordinate and direct the administration of the provisions of this chapter as they apply to such municipality in order that the objective of remedying slum and blighted areas, and preventing the causes thereof, within such municipality, may be most effectively promoted and achieved; and to establish such new office or offices of the municipality, or to reorganize existing offices, in order to carry out such purpose most effectively.

11. To exercise all or any part of combination of powers herein granted.

12. To approve urban renewal plans.

13. To sell and convey real property in furtherance of an urban renewal project.

14. To supplement the rent required to be paid by any family residing in the municipality forced to relocate by reason of any governmental activity, provided it is necessary to do so in order to house such family in decent, safe and sanitary housing and provided further that such family does not have sufficient means, as determined by the municipality, to pay the required rent for such housing. Any such rent supplement for any such family shall not continue for more than five years.

15. To acquire by purchase, gift or condemnation real property within its area of operation for the relocation of railroad passenger and freight depots, tracks, and yard and other railroad facilities and to sell or exchange and convey such real property to railroads.

16. To acquire or dispose of by purchase, construction, or lease, or otherwise to deal in air rights, and facilities or easements for lateral or vertical support of land or structures of any kind.

17. Subject to applicable state or federal regulations in effect at the time of the municipal action, accept contributions, grants, and other financial assistance from the state or federal government to be used upon a finding of public purpose for grants, loans, loan guarantees, interest supplements, technical assistance, or other assistance as necessary or appropriate to private persons for an urban renewal project.

18. To provide in an urban renewal plan for the exclusion from taxation of value added to real estate during the process of construction for development or redevelopment. The exclusion may be limited as to the scope of exclusion, territory, or class of property affected. However, the value added during construction shall not be eligible for exclusion from taxation for more than two years and the exclusion shall not be applied to a facility which has been more than eighty percent completed as of the most recent date of assessment. This subsection permits the elimination only of those taxes which are levied against assessments made during the construction of the development or redevelopment.

19. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than $.....

This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon

completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

The provisions of this chapter shall be liberally interpreted to achieve the purposes of this chapter.

[C58, 62, 66, 71, 73, 75, 77, 79, 81, § 403.6]

83 Acts, ch 48, § 2, 3; 84 Acts, ch 1210, § 1; 88 Acts, ch 1209, §3; 96 Acts, ch 1204, § 17; 2002 Acts, ch 1119, §160; 2003 Acts, ch 145, § 286

Referred to in § 403.8, 403.14, 427B.19D