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Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

MEMORANDUM OF CO-DEVELOPMENT AGREEMENT
(Recorder's Cover Sheet For Informational Purposes Only)

Preparer Information:

Erin Moore Thiebert
Walsh, Colucci, Lubeley & Walsh, PC
4310 Prince William Pkwy, Ste 300
Prince William, VA 22192
(703) 680-4664

Return To:

Eric Moore Thiebert
Walsh, Colucci, Lubeley & Walsh, PC
4310 Prince William Pkwy, Ste 300
Prince William, VA 22192

Grantor:

Darrell Jamison

Grantee:

Headwaters Site Development, L.L.C.

Legal Description: See Exhibit "A" on Page 6

Prepared by, and after recording, return to:
Walsh, Colucci, Lubeley, & Walsh, P.C.
Attn: Erin Moore Thiebert
4310 Prince William Parkway, Suite 300
Woodbridge, VA 22192

Tax Map Nos. 111020224010000, 110020144000000,
111020226001000, 111020228010000,
and 110020222000000

MEMORANDUM OF CO-DEVELOPMENT AGREEMENT

This Memorandum of Co-Development Agreement is executed as of August 12, 2024 between **DARRELL JAMISON, an Iowa resident ("Landowner")**, to be indexed as **GRANTOR**, and **HEADWATERS SITE DEVELOPMENT, L.L.C.**, a Texas limited liability company ("**Developer**"), to be indexed as **GRANTEE**.

RECITALS:

A. Landowner is the owner of the real property described in Exhibit A attached hereto and all improvements located thereon, all located in Madison County, Iowa (the "**Property**").

B. Developer and Landowner are parties to a certain Co-Development Agreement dated as of August 12, 2024 (the "**Agreement**") with respect to the entitlement and development of the Property.

C. The parties have entered into this Memorandum of Co-Development Agreement for the purpose of recording this Memorandum among the Real Property Records of Dallas County, Iowa to provide record notice of the existence of the Agreement and certain rights granted to Developer.

AGREEMENTS:

NOW, THEREFORE, Developer and Landowner, in consideration of the mutual promises contained in the Agreement and herein, the parties agree and acknowledge that the Agreement contains, among other things, the following provisions:

1. **Name and Address of Developer:**

Headwaters Site Development, L.L.C.
2001 Ross Avenue, Suite 400
Dallas, Texas 75201
Attention: Mike Lebow

with copy to:

Walsh, Colucci, Lubeley & Walsh, P.C.
4310 Prince William Parkway, Suite 300
Woodbridge, VA 22192
Attention: Erin Moore Thiebert

2. **Name and Address of Landowner:**

Darrell Jamison
1111 Old Portland Road
Van Meter, IA 50261

With copy to:

3. **Description of the Agreement.** The terms and conditions of the Agreement are incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement. The Agreement creates a covenant running with the Property and a valid and present easement interest in the Property in favor of Developer and includes the grant to Developer of a non-exclusive easement in, to, on, across and under the Property for the Purpose and for the implementation or performance of Development Activities, as more particularly described in the Agreement. The Agreement grants to Developer certain preferential rights to purchase the Property. The Agreement requires Developer and Landowner to jointly approve major decisions concerning the Property. This Memorandum shall be released upon the termination of the Agreement, on the terms and subject to the conditions set forth in the Agreement.

4. **Binding Effect; Governing Law.** This Memorandum shall be binding upon Developer and Landowner and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall prevail. This Memorandum shall be governed by the laws of the State of Iowa.


5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

Executed as of the date first above written.

DEVELOPER:

HEADWATERS SITE DEVELOPMENT, L.L.C., a Texas limited liability company

By:

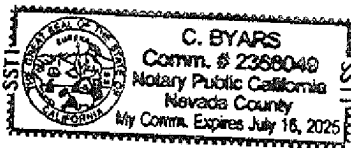

Michael Lebow, Manager

State of California

County/City of Nevada, to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Michael Lebow, as Manager of Headwaters Site Development, L.L.C., a Texas limited liability company, this 13 day of September, 2024.

My commission expires: 07/16/2025




Notary Public

Registration No. 2366049

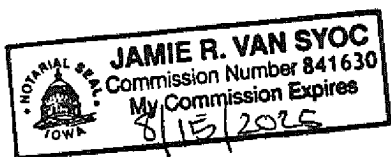
LANDOWNER:

Darrell Dean Jamison
Darrell Dean Jamison
Date: Aug 2, 2024

State of Iowa
County/City of Dallas Co. Van Meter to-wit:

The foregoing instrument was acknowledged before me in my aforesaid jurisdiction by Darrell Dean Jamison, this 2 day of August, 2024

My commission expires: 8/15/2025



Jamie R Van Syoc
Notary Public

Registration No. 841630

EXHIBIT A

PROPERTY DESCRIPTION

All of that certain real property located in Madison County, Iowa and further described as follows:

Real property in the City of Van Meter, County of Madison, State of Iowa, described as follows:

Parcel 1:

Northwest Fractional Quarter of the Northwest Quarter of Section One (1), and the Northeast Fractional Quarter of the Northeast Quarter of Section Two (2), and the West Thirty (30) acres of the southeast Quarter of the Northeast Quarter of Section Two (2), all in Township Seventy-seven (77) North of Range Twenty-seven (27) West of the Fifth P. M., Madison County, Iowa.

Parcel 2:

The South 24.81 Acres of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Two (2), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

Parcel 3:

The Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Two (2), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa, except a parcel of land located in the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Two (2), more particularly described as follows: Commencing at the center of said Section Two (2), thence along the West line of the Northeast Quarter (1/4) of said Section Two (2), North 00°00'00" 511.36 feet to the Point of Beginning, thence continuing along said West line North 00°00'00" 435.64 feet, thence South 89°14'32" East 300.00 feet, thence South 00°00'00" 435.64 feet, thence North 89°14'32" West 300.00 feet to the Point of Beginning, said parcel of land contains 3.000 acres including 0.400 acres of County road right of way.

Madison County, Iowa Tax Map Numbers: 111020224010000, 110020144000000, 111020226001000, 111020228010000, and 110020222000000