

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277
Return to: City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358.

RESOLUTION 2049

RESOLUTION APPROVING A SUBDIVIDER'S AGREEMENT WITH ADVANTAGE DEVELOPMENT, INC. FOR PARKSIDE HILLS, WEST BRANCH, IOWA.

WHEREAS, Advantage Development, Inc. (the "Developer") has submitted the final plat for Parkside Hills, West Branch, Iowa (the "Development"); and

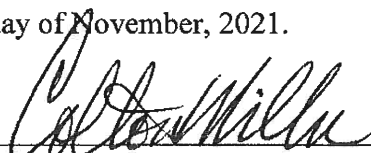
WHEREAS, as part of said Development, the Developer is required to construct certain municipal improvements; and

WHEREAS, to that end, the City Attorney has drafted a Subdivider's Agreement for said Development; and

WHEREAS, it is now necessary to approve said Subdivider's Agreement.

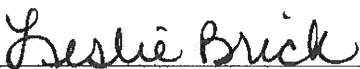
NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, Iowa, that the aforementioned Subdivider's Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute this Agreement on behalf of the City.

Passed and approved this 15th day of November, 2021.



Colton Miller, Mayor Pro Tem

ATTEST:



Leslie Brick, City Clerk

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SUBDIVIDER'S AGREEMENT

PARKSIDE HILLS SUBDIVISION, WEST BRANCH, IOWA

This Agreement is made by and between Advantage Development, Inc., an Iowa corporation, 760 Liberty Way, North Liberty, Iowa 52317, hereinafter referred to as the "Subdivider", and the City of West Branch, Iowa, an Iowa municipal corporation, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as the "City".

SECTION 1. MUNICIPAL IMPROVEMENTS; CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS.

In consideration of the City approving the Final Plat and subdivision of real estate known and designated as Parkside Hills, West Branch, Cedar County, Iowa, (legally described on Exhibit "A" attached hereto) and prior to Subdivider's installation and construction of the required municipal improvements, Subdivider shall make escrow provisions as provided herein. Municipal improvements shall include a 31-foot PCC street known as Elm Street; a 29-foot PCC street which encompasses Lot 12 known as Sycamore Drive and a 29-foot PCC street known as S. 2nd Street, located north of Elm Street; required ADA ramps on panels on streets in the subdivision, sanitary sewers, water mains, storm sewers, sump-pump line, storm water detention basin, mail box clusters, street lighting and erosion control/seeding on the private areas of the subdivision. Said municipal improvements shall be constructed and installed in accordance with construction plans and specifications approved by the City Engineer of the City who shall have the right to make or authorize occasional inspections of the work in progress. Said inspections shall not relieve or release the Subdivider from the responsibility to construct the municipal improvements in accordance with the approved plans and specifications.

SECTION 2. SIDEWALKS.

The Subdivider agrees that no later than five (5) years from the date of the City's Resolution approving the Final Plat of Parkside Hills, West Branch, Cedar County, Iowa, or upon seventy-five percent (75%) of the development of the lots therein, whichever occurs first, to install sidewalks abutting each residential lot which shall be at least five (5) feet wide and constructed according to the plans and specifications as approved by the City Engineer. The escrow provision need not include the sidewalk installation, however, the same shall remain a lien against each lot until accepted and released by the City. Subdivider expressly agrees that as part of the Municipal Improvements, the Subdivider shall be responsible for constructing the sidewalk on the west side of S. 2nd Street adjacent to Outlot A and then westerly along to the north right-of-way line of Elm Street to its intersection with Parkside Drive and along the north side of Elm Street adjacent to Outlot B since both of these lots will not be buildable lots.

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SECTION 3. ESCROW MONIES

In the event that the Subdivider desires to record the Final Plat before the time that the Municipal Improvements are constructed, the Subdivider shall deposit with the City Clerk in escrow an amount equal to the estimated cost of constructing the municipal improvements plus 10% thereof as determined by the City Engineer and said deposit shall be referred to as "Municipal Improvements Escrow". The escrow deposit shall be in the form of cash, bank check that will be cashed, bond or irrevocable letter of credit, all as approved by the City Attorney.

SECTION 4. USE OF ESCROW MONIES

If after one year from the date of the City's resolution approving the Final Plat of the Subdivision, the municipal improvements have not been constructed and installed for the Subdivision, then City may use and/or make demand upon the municipal improvements escrow to construct and install said municipal improvements. The City shall release any bond or letter of credit or refund to the Subdivider any portions of or any excess escrow monies not used by the City after construction, installation and acceptance of all of the municipal improvements. Any cash or check held in escrow shall be released as needed for payment of the costs of the improvements.

SECTION 5. WAIVER

In the event the Subdivider shall sell or convey or make application for a building permit on any lot or lots in the subdivision without having first constructed and installed all the municipal improvements for the Subdivision, then the City shall have the right to proceed therewith as provided in Section 4 above.

SECTION 6. LIEN

The costs of the construction and installation of the municipal improvements shall be a lien and charged against all lots in said Subdivision and need not meet the requirements of notice, benefit or value as provided for by the Code of Iowa for assessing said municipal improvements which may exceed the municipal improvements escrow.

SECTION 7. RELEASE

The City agrees that when all municipal improvements have been constructed and installed for the Subdivision to the satisfaction of the City and upon acceptance by

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resolution, to furnish the Subdivider a good and sufficient Release for filing in the office of the County Recorder so that this Agreement will not constitute a cloud upon the title of the Lots of the subdivision.

SECTION 8. PUBLIC SERVICES.

Subdivider agrees that public services including, street maintenance, snow plowing, water and sanitary sewer service, will not be provided in the Subdivision until the municipal improvements have been constructed, installed and accepted by the City. Subdivider expressly agrees that street maintenance and snow plowing on the Private Streets (outlined in Section 11 below) shall be the responsibility of the Subdivider or Homeowners' Association. In addition, any water and sewer lines installed upon or adjacent to any private street shall remain private sewer and/or water lines to be maintained by the Subdivider or Homeowners' Association.

SECTION 9. PAYMENT OF SANITARY SEWER CONNECTION FEE.

Prior to the issuance of a building permit for any structure on any Lot, the Subdivider shall pay to the City the sum of \$268.30 per residential unit constructed on the Lots in said Subdivision. .

Upon subsequent approval of the Site Plans for Lots 9 through 14, the Subdivider shall pay the Sanitary Sewer Connection Fee of \$268.30 per residential unit for townhome/zero-lot homes and \$83.71 per bedroom in each residential unit for all other multi-family developments, or the commercial rate calculation for commercial development. Payment shall due prior to issuance of a building permit for any structure on each of Lots 9 through 14.

Payment of said Sanitary Sewer Connection Fee shall remain a lien against each lot in said subdivision until payment in full and release by the City.

SECTION 10. STORM WATER EROSION CONTROL AND TOPSOIL REQUIREMENTS.

Subdivider or its assigns or successors in interest shall be responsible for the maintenance of appropriate erosion control measures during construction of the infrastructure and during building of any structures in the Subdivision. In addition, the Subdivider shall be responsible for the placement of 4-inches of topsoil or allowed substitute upon each lot after the structures have been constructed prior to the issuance of any occupancy permit for said structure.

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SECTION 11. PRIVATE STREETS.

Other than Elm Street, Sycamore Drive and that portion of E. 2nd Street located north of Elm Street, all other streets in said subdivision shall be private streets which shall be maintained by a Homeowners' Association created by the Subdivider.

SECTION 12. OUTLOTS A AND B.

Ownership of Outlots A and B shall be retained by the Subdivider and the Subdivider shall maintain both Outlots. Outlot B shall be maintained as a storm water detention basin in strict compliance with the construction plans. Subdivider may transfer ownership of said Outlots A and B to a Homeowners' Association for maintenance. By the execution of this Agreement, the Subdivider gives the City the right to access both Outlots A and B for inspection. In the event that the City determined that repairs and/or maintenance must be performed, the City shall give written notice to Subdivider or the Homeowners' Association, whichever the case may be, and give said entity thirty (30) days to make said repairs unless the repairs constitute an emergency. In the event that the repairs and/or maintenance is not completed, or repairs are needed in an emergency, the City may enter upon said Outlots and perform said repairs and/or maintenance and invoice the Subdivider or Homeowners' Association for the same for payment within fourteen (14) days. In the event that the costs of said repair and/or maintenance are not paid, or if the Homeowners' Association is no longer in existence, the Subdivider expressly authorizes the City to assess the costs of repair and/or maintenance upon each residential unit in said Subdivision equally and the Subdivider hereby waives any requirements for notice, benefit or value for assessing the repair costs against the property in said Subdivision.

Ownership and maintenance of the storm water detention basin located on Lot 10 shall be private owned and maintained as outlined in this Section 12 above.

SECTION 13. Intentionally Deleted.

SECTION 14. EASEMENTS.

Prior to the approval of the Final Plat of Parkside Hills, Subdivider shall furnish to the City for recording with the final plat the following easements:

1. 60-foot Access and Utility easement agreement;
2. 37 foot Off-site utility easement agreement;
3. Storm water detention easement agreement; and
4. 15-foot Utility easement agreement
5. 15-foot Drainage and Storm Water easement agreement

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Advantage Development, Inc.:

By: [Signature]
Chad A. Keune, President

City of West Branch:

[Signature]
~~Roger Laughlin, Mayor Pro Tem~~
Colton Miller,

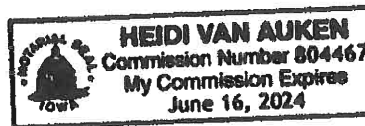
ATTEST:

[Signature]
~~Redmond Jones II, City Administrator/Clerk~~
Leslie Brick, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on this 10 day of November, 2021, by ~~Roger Laughlin~~ Colton Miller and ~~Redmond Jones II~~ Leslie Brick as Mayor and City Clerk respectively of the City of West Branch, Iowa.

[Signature]
Notary Public



STATE OF IOWA, COUNTY OF Johnson, ss:

This instrument was acknowledged before me on the 29 day of October, 2021, by Chad A. Keune, as President of Advantage Development, Inc.

[Signature]
Notary Public

