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MELISSA BAHNSEN, RECORDER
CEDAR COUNTY IOWA

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, PO Box 218, West Branch, Iowa 52358.

RESOLUTION 2023-115

RESOLUTION APPROVING A SUBDIVIDER'S AGREEMENT WITH ADVANTAGE DEVELOPMENT, INC. FOR THE MEADOWS SUBDIVISION, PART THREE, WEST BRANCH, IOWA.

WHEREAS, Advantage Development, Inc. (the "Developer") has submitted the final plat for The Meadows Subdivision, Part Three, 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.

BE IT FURTHER RESOLVED that the City Clerk of the City of West Branch, Iowa, is hereby authorized and directed to certify a copy of this Resolution to the County Recorder of Cedar County, Iowa, along with all other required ancillary documents.

Passed and approved this 20th day of November, 2023.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

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Prepared by and return to:
Kirsten H. Frey, AT0002699, 327 2nd Street, Ste. 300 Coralville, IA 52241 (319) 365-9461

SUBDIVIDER'S AGREEMENT

THE MEADOWS SUBDIVISION - PART THREE WEST BRANCH, CEDAR COUNTY, IOWA

THIS AGREEMENT is made and entered into between Advantage Development, Inc., an Iowa corporation, hereinafter referred to as "SUBDIVIDER", and the City of West Branch, Iowa, a municipal corporation, hereinafter called "CITY",

WITNESSETH:

In consideration of the City approving the final plat of the subdivision to be known as The Meadows Subdivision – Part Three, West Branch, Cedar County, Iowa, the Subdivider acknowledges, agrees and states as follows:

1. Subdivision Public Improvements. Subdivider shall construct the following improvements in the Meadows Subdivision, Part 3: 29-foot wide PCC Meadows Place, water mains, sanitary sewer mains, storm sewer mains and a 5-wide PCC sidewalk along Cedar-Johnson Road and across the frontage of Lots 1 through 4 (when each lot is developed, or within three years from the date of final plat approval) (individually and collectively the "Municipal Improvements"). The obligation to install said Municipal Improvements shall remain a lien against each lot within The Meadows Subdivision – Part Three until subsequently released by the City.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original Municipal Improvements at issue herein and the Subdivider shall not be deemed to be acting as the City's agent during the original construction and installation of said Improvements. The parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation to install the Improvements shall remain on the Subdivider until completion by the Subdivider, and until acceptance by the City, as by law provided.

2. Storm Water Management. The parties agree and acknowledge that The Meadows Subdivision – Part Three is served by an off-site Stormwater Detention Basin and that additional

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improvements for stormwater detention are not required within The Meadows Subdivision – Part Three.

3. Construction of Improvements. All Municipal Improvements to be installed by Subdivider shall be constructed and installed by the Subdivider according to the plans and specifications approved by the City Engineer of the City who shall have the right to make occasional inspection of the work in progress. Such inspections shall not relieve or release the Subdivider from its responsibility to construct said Improvements pursuant to the approved plans and specifications, nor shall said inspections create a duty or obligation on the part of the City to ensure construction in accordance with said specifications.

4. Sidewalks. As noted above, Subdivider agrees that it will install 5-wide PCC sidewalks along Cedar-Johnson Road and across the frontage of Lots 1 through 4 at the time of the development of each lot but in any event within three years from the date of approval of the Final Plat of The Meadows Subdivision – Part Three. The sidewalks shall be constructed according to plans and specifications approved by the City Engineer of the City. The obligation to install sidewalks shall remain a lien on each abutting platted lot until installed and released by the City, and the Release duly recorded in the Cedar County Recorder's Office.

5. Occupancy Permit. Prior to the issuance of an occupancy permit for any building erected in the Subdivision, the City, in its discretion, may require the Subdivider to construct and install the Improvements and sidewalks as required by this Agreement.

6. Waiver. If Subdivider sells or conveys lots in said subdivision without constructing or installing the Municipal Improvements or the Subdivider fails to construct sidewalks required in Section 4 hereof, the City shall have the right to install and construct said Municipal Improvements or sidewalks. Subdivider acknowledges and agrees that all lots in the subdivision are specifically benefited by the Municipal Improvements so that the cost of the installation shall be a lien and charge against all of the lots in the subdivision. The cost of Municipal Improvements need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements. The cost of installing the sidewalks shall be a lien and charge only against the lot or lots abutting or in front of which sidewalks are installed. It is further provided that this requirement to construct the Municipal Improvements and/or sidewalks is and shall remain a lien against the lots in the subdivision from the date of execution of this Agreement until properly released, as hereinafter provided. The lien created by this Agreement shall, however, be subordinate to any mortgage lien provided as collateral for Subdivider's construction financing.

7. Releases. City agrees that when the Municipal Improvements have been installed to the satisfaction of the City, it will, within five (5) business days following Subdivider's request, issue to the Subdivider for recording in the office of the County Recorder of Cedar County, Iowa, good and sufficient release to the lots in said subdivision so that this Agreement will not constitute a cloud upon the title of the lots in said subdivision. A separate sidewalk lien release shall be issued where appropriate.

8. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall be deemed to apply to and run with the land and with the title to the land.

DATED this 25 day of October, 2023.

Advantage Development, Inc.

By: [Signature]
Chad A. Keune, President & Secretary

City of West Branch, Iowa

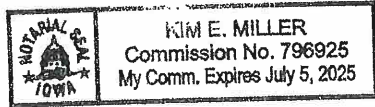
By: [Signature]
Roger Laughlin, Mayor

ATTEST:

[Signature]
Leslie Brick, City Clerk

STATE OF IOWA, COUNTY OF Johnson :

On this 25 day of October, 2023, this document was executed by Chad A. Keune, as President and Secretary of Advantage Development, Inc.

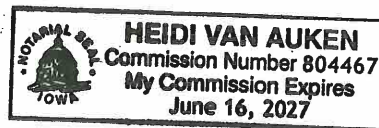


[Signature]
Notary Public – State of Iowa

STATE OF IOWA, CEDAR COUNTY, ss:

This instrument was acknowledged before me on this 25th day of October, 2023, by Roger Laughlin and Leslie Brick, as Mayor and City Clerk, respectively, of the City of West Branch, Iowa.

[Signature]
Notary Public – State of Iowa



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