

NA



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Kind: EXTENSION AGREEMENT
Recorded: 05/30/2018 at 03:11:16 PM
Fee Amt: \$0.00 Page 1 of 5
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2017-00092144

BK **16939** PG **454-458**

Preparer

Information: Bret VandLune, 5895 NE 14th, DSM IA 50313 515-286-3705

Individual Name	Address	City	Phone
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Address Tax

Name	Address	City	Zip
	N/A		

Return to:

RETURN TO:
After Recording Return to:
Becky Dewey, Auditor's Office

Description: **Sanitary Sewer Extension Agreement – DRA Properties, LC**

Julie Haggerty
Polk County Recorder
111 Court Ave, Room 250
Des Moines IA 50309-2251

**SANITARY SEWER EXTENSION AGREEMENT
BETWEEN POLK COUNTY AND DRA PROPERTIES, LC**

WHEREAS, DRA Properties, LC, hereinafter referred to as "DEVELOPER", desires extension of the Polk County Sanitary Sewer System to obtain sewer service for "DEVELOPER'S" following described property:

LOT 3, LOT 4, OUTLOT "X", AND THE EAST 25.00 FEET OF LOTS 1 AND 2, ELDER BUSINESS PARK, AN OFFICIAL PLAT RECORDED IN POLK COUNTY, IOWA

hereinafter referred to as the "PROPERTY"; and

WHEREAS, Polk County, hereinafter referred to as "COUNTY", desires to extend its sewer system to the PROPERTY in accordance with the approved sanitary sewer construction plans, hereinafter referred to as the "DEVELOPER'S PROJECT", to be constructed by the DEVELOPER in accordance with this Agreement; and

WHEREAS, POLK COUNTY, has a "County Water and Sewer Policy", hereinafter referred to as the "OPERATING AGREEMENT", for the provision and operation of a sewer collection systems in designated areas;

NOW, THEREFORE, the parties do mutually contract and agree as follows:

1. POLK COUNTY agrees to allow extension of its sanitary sewer system to provide public sewer service to the PROPERTY.
2. DEVELOPER agrees to contract for and fund for the design and construction of the proposed sanitary sewer extension. An 8" public sanitary sewer will be extended approximately 3,281 feet in order to adequately provide frontage to PROPERTY which will be known as Albaugh Industrial Park Plat 10. Said DEVELOPER'S PROJECT shall include sewer lines as generally shown on the approved sanitary sewer construction plans, together with all manholes, service stubs, and appurtenances required to complete the project. All construction shall meet minimums set forth in the Urban Design and Standards - Current Edition (SUDAS).
3. DEVELOPER agrees to be responsible for the installation of sewer lines which lie on the PROPERTY or supply service to structures thereon. DEVELOPER installed lines are not subject to frontage fees or assessments, but the area served is subject to acreage fees and connection fees.
4. DEVELOPER agrees to pay for the services of a licensed professional engineer, registered by the State of Iowa, for the DEVELOPER'S PROJECT, said services to include, but not be limited to:
 - a. Final design.
 - b. Construction plans and specifications.
 - c. Construction contract administration.
 - d. All field surveys, including construction layout and staking, and design surveys.
 - e. Acquisition of permits.
 - f. Certified as-built drawings and final construction cost.

5. DEVELOPER agrees that all sewer system construction plans and construction specifications shall be subject to review and approval by the COUNTY. The COUNTY shall promptly review all designs, construction plans and construction specifications and shall notify DEVELOPER or its engineer, in writing, of approval or, if not approved, reasons for lack of approval.
6. DEVELOPER shall, at its expense, provide all easements and all permits required to complete the DEVELOPER'S PROJECT. Easements and right-of-way owned by the COUNTY may be used by the DEVELOPER at no expense, provided such use is approved by the COUNTY.
7. The DEVELOPER agrees to provide a four-year maintenance bond in an amount not less than the construction cost for all the improvements made in the DEVELOPER'S PROJECT to cover the costs of repair and maintenance of the improvements during the four-year period. Said maintenance period shall commence upon acceptance of the DEVELOPER'S PROJECT. The maintenance bond shall comply with the laws of the State of Iowa and shall be subject to COUNTY approval.
8. The DEVELOPER agrees that the DEVELOPER'S ENGINEER will provide documented costs of the DEVELOPER'S PROJECT.
9. In accordance with the "OPERATING AGREEMENT", the DEVELOPER agrees to pay the COUNTY \$51,205.00 for sewer service to the PROPERTY. The sewer usage fee has been computed as follows:

Parcel Area Fee: (29.26 Acres) X (\$1,750/Acre)	=	\$51,205.00
Frontage Fee: (Does not apply)	=	\$0
Total Sewer Usage Fee:	=	\$51,205.00
10. The above stated sewer usage fee is due at the time of execution of this Agreement.
11. COUNTY shall accept by Resolution of its Board of Supervisors, ownership of the DEVELOPER'S PROJECT upon the DEVELOPER'S:
 - a. Satisfactory completion of construction.
 - b. Satisfactory submittal of a maintenance bond in the amount not less than the construction cost for all the improvements for a four year period from the date of acceptance.
 - c. Satisfactory submittal of documented construction costs and a certification of completion by DEVELOPER'S engineer.
 - d. Satisfactory submittal of permits and project records.
12. All businesses, tenants, occupants and/or future owners of PROPERTY shall obtain a COUNTY permit to connect to the sewer system prior to making such connection.
13. Should DEVELOPER fail to have under construction the aforementioned DEVELOPER'S PROJECT within twelve (12) months of the date of this Agreement, this Agreement is null and void and of no effect. This Agreement shall be binding to all heirs and successors.

IN WITNESS WHEREOF:

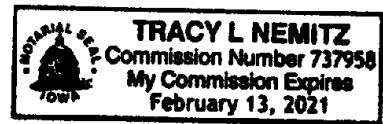
By: Ted Rapp Date: 5/15/18
[type owner name and title, if desired]
DRA Properties, LC

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 15 day of May, A.D., 2018 before me Ted Rapp, a Notary Public in and for Polk County, State of Iowa personally appeared Ted Rapp, and known to me personally known who being by me duly sworn did acknowledge being the Development Director of DRA Properties, which is the company executing the attached instruments, and the instrument was signed and sealed by the persons listed above on behalf of the company by authority of its Board of Directors or Trustees and the persons identified above acknowledge execution of the instrument to be the voluntary act and deed of the company by it voluntary executed.

Tracy L Nemitz
Notary Public in and for said County

POLK COUNTY
Maia Burt Date: 5/29/18
Chairperson, Polk County
Board of Supervisors



ATTEST:
Janni Floyd Date: 5/29/18
County Auditor

Res. No. 109-18
May 29, 2018

RESOLUTION

Moved by Brownell, Seconded by Van Oort that the following resolution be adopted:

WHEREAS, DRA Properties, LC desire to extend the Polk County sanitary sewer system to provide public sanitary sewer service to their property described as:

LOT 3, LOT 4, OUTLOT "X", AND THE EAST 25.00 FEET OF LOTS 1 AND 2, ELDER BUSINESS PARK, AN OFFICIAL PLAT RECORDED IN POLK COUNTY, IOWA

in accordance with the attached Sanitary Sewer Extension Agreement between Polk County and DRA Properties, LC; and

WHEREAS, DRA Properties, LC has paid the sanitary sewer usage fee in accordance with the County Water and Sewer Policy adopted in 2004.

NOW, THEREFORE, BE IT RESOLVED that the attached Sanitary Sewer Extension Agreement between Polk County and DRA Properties, LC is hereby approved and the Chairperson is authorized to sign said agreement; and

BE IT FURTHER RESOLVED that the County Auditor is hereby directed to record the agreement and the Polk County Public Works Department shall administer the terms of the agreement.

POLK COUNTY BOARD OF SUPERVISORS:

Angela Connolly
Chairperson

RECOMMENDED FOR APPROVAL:

Robert Rice
Robert Rice, Director
Polk County Public Works

APPROVED AS TO FORM AND LEGAL MATTERS:

David Hibbard
David Hibbard
Assistant County Attorney

ROLL CALL
FOR ALLOWANCE

Steve Van Oort	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay
Robert Brownell	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay
John F Mauro	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay
Tom Hockensmith	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay
Angela Connolly	<input checked="" type="checkbox"/> Yea	<input type="checkbox"/> Nay

MAY 29 2018

APPROVED BY VOTE
OF BOARD

Angela Connolly
CHAIRPERSON

Above tabulation made by BD

FISCAL NOTE: No affect on county budget.
All costs to extend the sewer to be paid
by DRA Properties, LC

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