

Warren County, Iowa  
Polly J. Glascock Recorder  
Fee Book 2014-9420  
12/15/2014 @02:44PM # Pages 8  
XMS MISCELLANEOUS  
Total Fees: \$42.00

42-  
PD  
WCA

**ASSIGNMENT OF DEVELOPMENT AGREEMENT  
Recorder's Cover Sheet**

**Preparer Information:** John Danos, 801 Grand Avenue-Suite 4100, Des Moines, IA. 50309,  
Phone 515-283-1060

**Taxpayer Information:**  
Gregg Young Chevrolet  
2501 Sunset Drive  
Norwalk, Iowa 50211

**Return Address:**  
Norwalk City Hall  
705 North Avenue  
Norwalk, Iowa 50211

**Grantors:**  
**Grantees:**

**Document or instrument number if applicable**  
Resolution 1204-14-122

That portion of Outlot Z in Colonial Meadows Plat 5, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa, consisting of Lots 10, 11, and 12

**RESOLUTION 1204-14-122**

Consenting to Assignment of Development Agreement and Tax  
Increment Payments

WHEREAS, the City of Norwalk, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Norwalk Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City previously authorized and entered into a development agreement with The Holmes Automotive Group, Inc. (the "Original Developer"), pursuant to which Original Developer agreed to develop and operate a commercial automobile dealership in the Urban Renewal Area (the "Project") and the City agreed to provide tax increment payments to the Original Developer; and

WHEREAS, under the Agreement, assignment of rights and responsibilities thereunder was made subject to prior consent of the contracting parties; and

WHEREAS, the Original Developer has satisfactorily performed its obligations under the Agreement to-date and has requested (see materials attached hereto as Exhibit A) that the City consent to the assignment of all of its rights and responsibilities under the Agreement to Gregg Young Chevrolet of Norwalk, Inc. (the "Successor Developer"); and

WHEREAS, it is now necessary for the City to provide consent to the assignment;  
and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Norwalk, Iowa, as follows:

Section 1. The City hereby consents to the request by the Original Developer that all of its rights and responsibilities under the Agreement be assigned to the Successor Developer, and the assignment is hereby consented to and approved.

Section 2. The Original Developer is hereby released from all remaining duties to be performed under the Agreement, and all remaining communications and payments to be made with respect to the Agreement shall exclusively be directed to the Successor Developer. The Successor Developer shall in all ways be substituted into the Agreement on the same terms and basis as the Original Developer.

Section 3. Nothing contemplated herein shall be interpreted as interfering with the division of incremental property tax revenues and the payments to be funded therefrom as contemplated in the Agreement regardless of the future recipient of such payments.

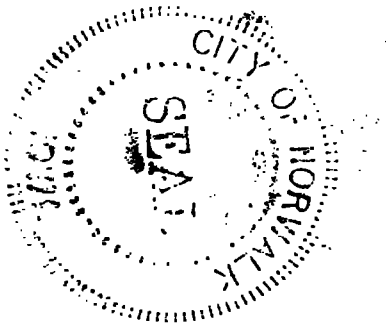
Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 4<sup>th</sup> day of December, 2014.

  
\_\_\_\_\_  
Tom Phillips, Mayor

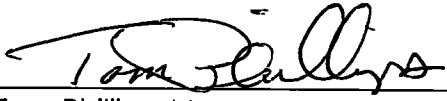
Attest:

  
\_\_\_\_\_  
Jeff Rosien, City Clerk



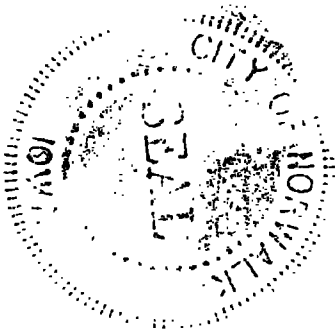
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On motion and vote the meeting adjourned.

  
\_\_\_\_\_  
Tom Phillips, Mayor

Attest:

  
\_\_\_\_\_  
Jeff Kosien, City Clerk

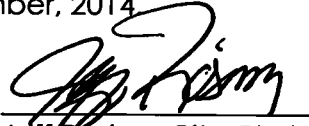


STATE OF IOWA  
COUNTY OF WARREN  
CITY OF NORWALK

SS:

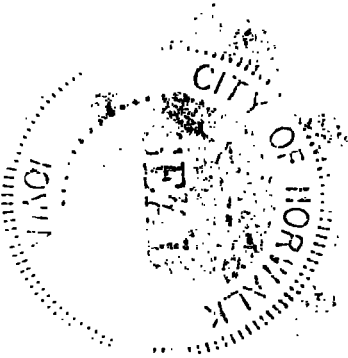
I, the undersigned, Clerk of the City of Norwalk, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to consenting to the assignment of a Development Agreement.

WITNESS MY HAND this 4th day of December, 2014



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Jeff Kosien, City Clerk



## ASSIGNMENT OF DEVELOPMENT AGREEMENT

This Assignment of Development Agreement (the "Agreement"), dated and effective as of this 15<sup>th</sup> day of May, 2014, is entered into by and among HOLMES AUTOMOTIVE GROUP, INC., (the "Developer") and GREGG YOUNG CHEVROLET OF NORWALK, INC., (the "Assignee").

### RECITALS:

A. Developer and the City of Norwalk, Iowa entered into a Development Agreement dated September 6, 2007 (the "Development Agreement").

B. Developer, through Holmes Chevrolet Inc., a wholly owned subsidiary of Developer, Assignee entered into that certain Agreement for Sale of Assets dated April 15, 2014 (the "Purchase Agreement") whereby Developer has agreed to sell to Assignee and Assignee has agreed to purchase from Developer substantially all of the assets of Developer located at the dealership premises in connection with the Development Agreement.

C. In connection with the Purchase Agreement, Developer desires to transfer and assign the Development Agreement to Assignee, and Assignee desires to accept such transfer and assignment from Assignor.

NOW THEREFORE, in consideration of the above recitals, the mutual agreements and promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer and Assignment by Developer. Developer hereby sells, transfers, assigns and sets over to Assignee the Development Agreement and all rights, title and interest therein, including all proceeds therefrom.

2. Acceptance by Assignee. Assignee hereby accepts assignment of the Development Agreement and agrees to wholly substitute for Developer thereunder and to assume all rights, duties and obligations required of Developer thereunder.

3. Representations and Warranties. Developer represents and warrants to Assignee that, at the date of execution and delivery the attached Development Agreement applies to the dealership premises hereof as described in the Purchase Agreement:

a. There is not now existing under the Development Agreement assigned hereby and default by any party thereto, nor, to the Developer's knowledge, has any event occurred which, with the giving of notice or lapse of time or both, would constitute a default thereunder.

4. Counterparts. This Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Agreement.

5. Binding Agreement. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the day and year first above written.

HOLMES AUTOMOTIVE GROUP, INC.,  
Developer

By: [Signature]  
MAX H. HOLMES, President

GREGG YOUNG CHEVROLET OF NORWALK,  
INC., Assignee

By: [Signature]  
GREGORY B. YOUNG, President

Iowa  
STATE OF ~~NEBRASKA~~ )  
Polk ) ss.  
COUNTY OF ~~DOUGLAS~~ )

I, Tina McCullough, a Notary Public in and for said County in the State aforesaid, do hereby certify that MAX H. HOLMES, President of HOLMES AUTOMOTIVE GROUP, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15<sup>th</sup> day of May, 2014.



[Signature]  
Notary Public

Iowa  
STATE OF NEBRASKA )  
Polk ) ss.  
COUNTY OF ~~DOUGLAS~~ )

I, Tina McCullough, a Notary Public in and for said County in the State aforesaid, do hereby certify that GREGORY B. YOUNG, President of GREGG YOUNG CHEVROLET OF NORWALK, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15<sup>th</sup> day of May, 2014.

Tina McCullough  
Notary Public

