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CITY

CITY OF DES MOINES
CONTRACT
for
SEWER SERVICE
OUTSIDE CORPORATE LIMITS

Inst. No. 11719
POLK COUNTY, IOWA
FILED FOR RECORD
AT 11:51 MAR 2 - 1960 A.M. 550
IRENE H. WALEY, RECORDER
Blumenthal Deputy

This agreement made and entered into this 30th day of December
1959 by and between James W. Bell Co., Inc. 1085 7th St.

(Name)
owner of property legally described as: South 210 feet of the North 241 feet of Lot One (1) of the KEMPER ESTATE (except a strip for right-of-way purposes off the West side of such tract comprising three-tenths of an acre) and a triangular tract adjacent to the above described tract as follows: Beginning at a point on the East line of Lot A Kemper Estate, 241 feet South of the Northeast corner thereof; thence South along the East line of Lot A a distance of 200 feet; thence North 36 deg. 59' West 249.5 feet, more or less, to a point on the South line of the North 241 feet of Lot A aforesaid, thence East 150 feet, to place of beginning, except that part of said triangular piece located in Lot A of Kemper Estate, an Official Plat, according to the recorded plat thereof, situated in Polk County, Iowa.

Iowa, a municipal corporation acting through its Mayor and City Council herein after referred to as City:

WITNESSETH:

WHEREAS engineering principles and physical conditions have produced additional capacity in the laterals, intercepting mains and treatment plant of the sanitary sewer system of the City of Des Moines; and

WHEREAS the City of Des Moines has indicated that in the public interest they are willing to permit the use of this additional capacity by areas without the corporate limits upon payment of just and equitable charges; and

WHEREAS this extension of service would be of benefit to the public at large by the safeguarding of public health.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES hereto that all contracts, articles of agreement and the like contravening the terms of this contract be declared null and void:

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Be it further mutually agreed by and between the parties hereto that the Applicant is hereby granted the privilege of servicing through City sewers the property herein described for the fee herein determined and for the use herein stated.

Section 1 - Description

In consideration of the foregoing privilege the Applicant herewith pays the following initial fee and agrees to pay an annual charge to the City as hereinafter stated.

Applicant's statement of use of the property.
For commercial purposes, the same being generally the storage and sale of heavy equipment and parts, and related business.

Applicant's use of property is limited to front 517 ft (2 1/2 acres) Buildings are limited to front 125 ft.

Section 2 - Fee Schedule

1. Area charge (all applicants) -

Depth 3.50 feet

Frontage 210 feet

Area 1.70 acres at \$350.00 per acre is \$ 595.00

2. Frontage charge -

Frontage 210 feet at \$1.70 per foot is \$ 357.00

