

DEVELOPMENT AGREEMENT

This Development Agreement, including Exhibit A (the "Offer to Buy"), is entered into between the City of Montezuma, Iowa (the "City") and _____ (the "Developer") and _____ (as guarantor) as of the ____ day of _____, 2018.

Preamble

WHEREAS, The Code of Iowa grants Cities the authority to enter into development agreements with private entities to provide for the proper development and use of real property; and

WHEREAS, the Developer intends to acquire certain real property described on Exhibit A hereto (the "Property"); and

WHEREAS, the City is the current owner of the Property; and

WHEREAS, the City and the Developer intend that the Property be developed and used for a single-family home; and

NOW THEREFORE, the parties hereto agree as follows:

A. Developer's Covenants

1. Acquisition of Property.

The Developer agrees to acquire the Property described on Exhibit A for purpose of developing a single-family home. The acquisition of the Property shall be completed by no later than _____, 2018, pursuant to Purchase Agreement attached hereto and made a part hereof as Exhibit A.

2. Conditions.

The Developer agrees to the following conditions.

Rehabilitation of existing single-family residence.

Usual Buyer expenses. Buyer to receive Warranty Deed and abstract showing marketable title. Usual Seller expenses except abstract expense not to exceed **\$800.00**.

Closing on cash sale of lot within 60 days of approval of sale by council after Notice and hearing provided by Iowa law (on or before approximately _____/2018).

\$75,000.00 minimum assessment after 24 months from date of possession regardless of completion of structure.

House must meet current city codes/ordinances within 24 months of closing,

The property will be taxed as residential.

P&Z Board review and approval of building permit and building plans prior to construction.

B. City's Obligations

The City agrees to sell the Property described on Exhibit A to the Developer at the price of \$ _____ pursuant to Purchase Agreement dated _____, 2018.

C. Administrative Provisions

1. Assignment. This Agreement may not be amended or assigned by either party without the express permission of the other party.

2. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties . Developer shall not assign this agreement without prior written consent of the City.

3. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

4. Preamble. All terms and definitions set forth in the Preamble of this Agreement shall apply and be binding as if set forth thereafter.

The City and the Developer have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MONTEZUMA, IOWA

By _____
Corey Simpson, Mayor

Attest:

Christy McCaslen, City Clerk

DEVELOPER:

Signing as Guarantors only of Developers Covenants
