

Prepared By: Steven D. Moore, City Attorney, 415 Clay Street, Cedar Falls, IA 50613, Phone: (319) 277-6830

#### AMENDMENT TO MEMORANDUM OF AGREEMENT

THIS AMENDMENT is entered into by and between the City of Cedar Falls, Iowa (hereinafter the "City"), an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, IA 50613; and Cedar Falls Community School District (hereinafter the "School"), an Iowa community school district, whose address is 1002 West First Street, Cedar Falls, IA 50613.

WHEREAS, the City and the School enter into that certain Memorandum of Agreement dated as of August 31, 2011, and filed in the Office of the Recorder of Black Hawk County, Iowa, on September 16, 2011, as Doc. No. 2012-04792 (hereinafter the "Agreement"); and

WHEREAS, pursuant to the Agreement, the City agreed to convey certain real estate owned by the City to the School, in two parts, the first portion being referred to therein as the First Part of the Real Estate, and the second portion of the real estate being referred to therein as the Second Part of the Real Estate; and

WHEREAS, paragraph 2(d) of the Agreement provides that following preparation of a survey plat showing the precise legal description of the First Part of the Real Estate, the parties agree to execute and record an Amendment to the Agreement containing the precise legal description of the First Part of the Real Estate, together with an accompanying plat of survey, to be recorded with the Black Hawk County Recorder at the School's expense; and

WHEREAS, paragraph 3(a) of the Memorandum of Agreement similarly provides that a plat of survey showing the precise legal description of the Second Part of the Real Estate shall be prepared and included in the same or a separate plat of survey, and recorded at the same time the first plat of survey is recorded; and

WHEREAS, the School has caused a plat of survey to be prepared, of both the First Part of the Real Estate and the Second Part of the Real Estate, accompanied by the precise legal description of the First Part of the Real Estate and the precise legal description of the Second Part of the Real Estate; and

WHEREAS, the City has reviewed said plat of survey and the proposed legal descriptions of the First Part of the Real Estate and of the Second Part of the Real Estate, and finds them to be acceptable, and the parties desire to amend the Agreement to document said legal descriptions.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Legal Description of First Part of the Real Estate. The City and the School hereby agree that the legal description of the First Part of the Real Estate, as referred to in the Agreement, shall be as set forth on Exhibit "C", attached hereto, and by this reference incorporated herein.
2. Legal Description of Second Part of the Real Estate. The City and the School hereby agree that the legal description of the Second Part of the Real Estate, as referred to in the Agreement, shall be as set forth on Exhibit "D", attached hereto, and by this reference incorporated herein.
3. Plat of Survey of the First Part of the Real Estate and the Second Part of the Real Estate. The City and the School hereby approve of the plat of survey prepared by licensed surveyor Wendell J. Lupkes, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, containing the survey of the First Part of the Real Estate and of the Second Part of the Real Estate, and the legal descriptions of the First Part of the Real Estate and the Second Part of the Real Estate.
4. Remaining Provisions of Memorandum of Agreement Ratified and Confirmed. Except as otherwise expressly provided for in this Amendment, the City and the School hereby ratify and confirm in all respects the terms and conditions of the Agreement.

IN WITNESS WHEREOF, this Amendment to Memorandum of Agreement shall be effective upon approval by both parties.

CITY OF CEDAR FALLS, IOWA

CEDAR FALLS COMMUNITY  
SCHOOL DISTRICT

By: \_\_\_\_\_  
James P. Brown, Mayor

By: \_\_\_\_\_  
James R. Kenyon, President

ATTEST:

By: \_\_\_\_\_  
Douglas Nefzger, Secretary

\_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF BLACK HAWK    )

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Said County and State

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF BLACK HAWK    )

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by James R. Kenyon as President, and Douglas Nefzger as Secretary of the Board of the Cedar Falls Community School District.

\_\_\_\_\_  
Notary Public in and for Said County and State

Exhibit "C"

Property Description  
First Part of the Real Estate

A parcel of land situated in the southeast quarter (SE 1/4) of Section 24, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M. and which is more particularly described as follows:

Commencing at a point on the west line of the east 930.0 feet of said SE 1/4, said point being 656.0 south of the north line of said SE 1/4, thence north along said west line a distance of 260.0 feet; thence S 89°54'18" E a distance of 30.00 feet to the east line of South Lawn Road and the point of beginning; thence continuing S 89°54'18" E a distance of 277.23 feet; thence S 0°05'42" W 115.84 feet; thence S 89°37'15" W 147.30 feet; thence S 0°14'02" E 114.22; thence S 39°25'17" W 123.86 feet to the northeasterly line of Lot 43, Heritage Fourth Addition; thence N 50°34'43" W 67.31 feet to the east line of South Lawn Road; thence N 0°05'27" E 284.83 feet along said east line of South Lawn Road to the point of beginning, containing 1.09 acres, and is subject to easements and restrictions of record.

Exhibit "D"

Property Description  
Second Part of the Real Estate

A parcel of land situated in the southeast quarter (SE 1/4) of Section 24, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M. and which is more particularly described as follows:

Commencing at a point on the west line of the east 930.0 feet of said SE 1/4, said point being 656.0 south of the north line of said SE 1/4, thence north along said west line a distance of 260.0 feet; thence S 89°54'18" E a distance of 30.00 feet to the east line of South Lawn Road; thence continuing S 89°54'18" E a distance of 277.23 feet to the point of beginning; thence continuing S 89°54'18" E a distance of 292.42 feet to the east line of said SE 1/4; thence S 0°08'47" W 263.64 feet to the northeast corner of Lot 38, Heritage Fifth Addition; thence N 89°52'30" W 160.06 feet to the northwest corner of said Lot 38; thence S 0°11'46" W 190.32 along the west line of Lot 38 and Lot 39, to the northeast corner of Lot 50, Heritage Fifth Addition; thence N 89°57'48" W 164.90 feet along the north line of Lot 50 and part of Lot 51 to a corner of Lot 51, Heritage Fifth Addition; thence N 50°34'43" W 248.23 feet along the northeast line of Lot 51, Heritage Fifth Addition and the northeasterly line of Lot 43, Heritage Fourth Addition; thence N 39°25'17" E 123.86 feet; thence N 0°14'02" W 114.22; thence N 89°37'15" E 147.30 feet; thence N 0°05'42" E 115.84 feet to the point of beginning, containing 3.81 acres, and is subject to easements and restrictions of record.