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**Preparer/Return To:** Douglas D. Herman, Lynch Dallas, P.C., 526 Second Ave SE, Cedar Rapids, IA 52401  
Phone: 319-365-9101

## **DEVELOPMENT AGREEMENT**

This Development Agreement (the “Agreement”) is entered into between the City of Independence, Iowa (the “City”), and Russell Lee Heidemann and Tammara Lea Heidmann (“the Developers”), as of the \_\_\_\_ day of January, 2025.

**WHEREAS**, the Developers are the legal owner of record of real estate located at 611 and 615 4<sup>th</sup> Street SW and 401 6<sup>th</sup> Ave SW, Independence, IA 50644, the legal description of which are more specifically described on Exhibit A and shown on the map attached as Exhibit B hereto (the “Property”); and,

**WHEREAS**, the Developers have requested Crawford Engineering & Surveying complete a preliminary Plat of Survey for Boundary Line Adjustment to realign the boundary line separating 611 4<sup>th</sup> Street SW and 401 6<sup>th</sup> Ave SW, Independence, IA 50644, dated the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, and having received the approval of the City Council by Resolution \_\_\_\_\_, and thereafter recorded on \_\_\_\_\_, 2025, as Buchanan County Recorder Document No. \_\_\_\_\_. (Or Book and Page Number, to be cleaned upon review of recorded Plat.)

**WHEREAS**, the Developers intend to remove the garage that is located on potential Parcel 2 and relocate it to Parcel 1 as shown on the map on Exhibit B (the “Project”);

**WHEREAS**, the City requires that the Project either be completed or the Developers begin the construction of a residential dwelling on potential Parcel 2 on or before July 1, 2025; and

**WHEREAS**, it is now necessary to set forth the agreement between the City and the Developers with respect to the Development of the Property.

**NOW THEREFORE**, the parties hereto agree as follows:

**A. Agreement Terms and Provisions**

1. The Developers agree to either complete the Project in a manner that meets City Code requirements or, in the alternative, obtain a variance for any portion of the Project proposed by the Developers that will not meet City Code requirements, or begin the construction of a residential dwelling on potential Parcel 2, on or before July 1, 2025 which will be served by the current garage (accessory structure).

2. The City approves the boundary line adjustment as shown on Exhibit C.

**B. 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.
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 fully verbatim herein.

**C. Notice**

1. Any notices, demand or other communication permitted or required to be given under this Agreement shall be deemed given if either personally delivered or delivered by U.S. Certified Mail, postage prepaid, return receipt requested, or by recognized overnight courier such as Federal Express, U.P.S., or Airborne, and addressed as follows:

**To City:** City Clerk

City of Independence  
331 1<sup>st</sup> Street E  
Independence, IA 50644

**To Developer:** Russell Lee Heidemann

Tammara Lea Heidemann  
608 4<sup>th</sup> Street SW  
Independence, IA 50644

Changes in the above address may be made by notifying the other party as described above. Notices shall not be deemed effective until received by the party being notified.

**IN WITNESS WHEREOF**, the parties hereto bind themselves to this Agreement as of the day and year first above written.

**CITY OF INDEPENDENCE, IOWA**

\_\_\_\_\_  
Matthew R. Schmitz, MPA  
City Manager

Attest:

\_\_\_\_\_  
**DEVELOPERS**

\_\_\_\_\_  
Russell Lee Heidemann

\_\_\_\_\_  
Tammara Lea Heidemann

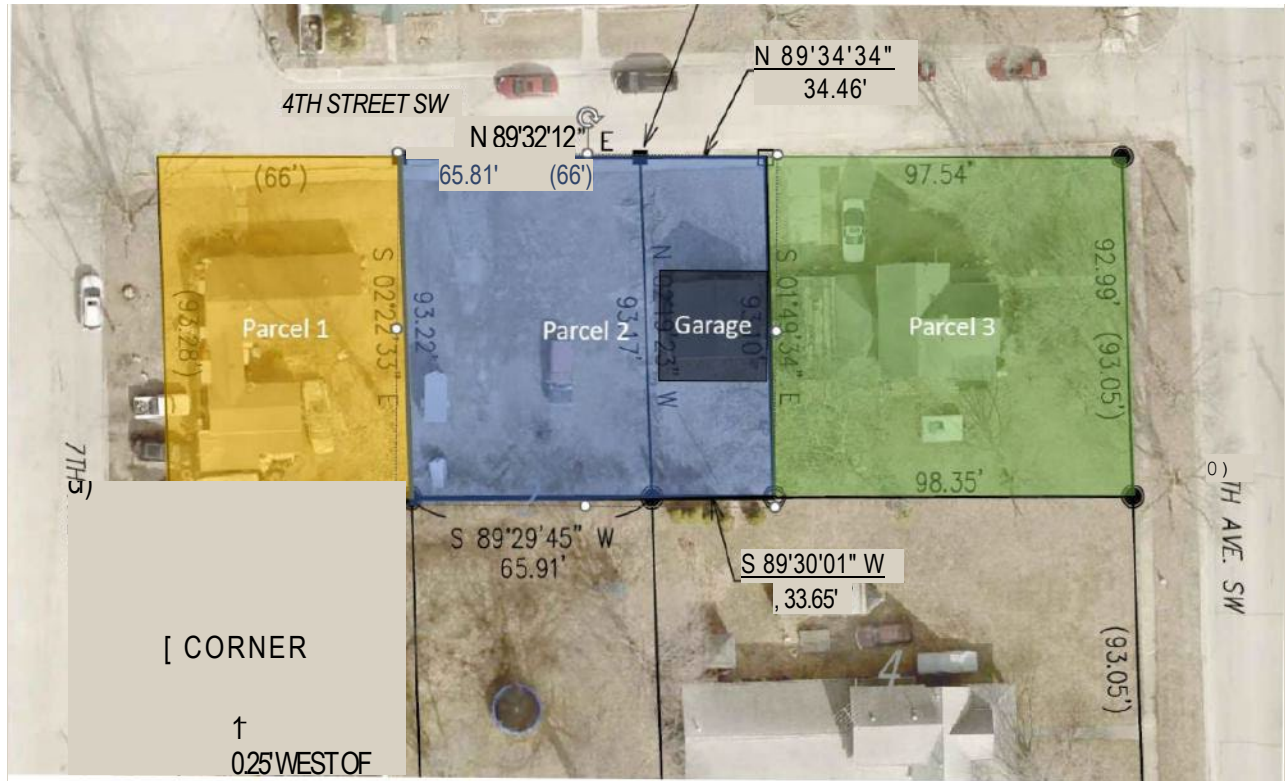
## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

Certain real property situated in the City of Independence, County of Buchanan, State of Iowa more particularly described as follows:

**The North  $\frac{1}{2}$  of Lots 2 and 3, Block 13, Fargo's Addition to Independence, Buchanan County, Iowa AND Lot 1, Block 13, Fargo's Addition to Independence, Buchanan County, Iowa**

**EXHIBIT B**  
**MAP OF THE PROPERTY**





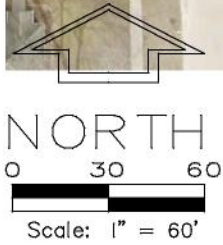
INDEX LEGEND
COUNTY: BUCHANAN
ALIQUOT PART :
CITY: INDEPENDENCE
SUBDIVISION: FARGOS ADDITION
LOT: NORTH ½ OF LOT 2
BLOCK: 13
PROPRIETOR: HEIDEMANN, RUSSELL LEE & TAMMARA LEA
REQUESTED BY: TAMMY HEIDEMANN

PREPARED BY: LAWRENCE G. CRAWFORD, PLS—CRAWFORD ENGINEERING 118 3RD AVE NE INDEPENDENCE, IOWA 50644 (319)334-7077

PLAT OF SURVEY FOR BOUNDARY LINE ADJUSTMENT

OF THE NORTH ½ OF LOT 2, BLOCK 13,  
AND PART OF LOT 1 DESCRIBED AS;

BEGINNING AT THE NW CORNER OF LOT 1, BLOCK 12, FARGOS ADDITION; THENCE N89°34'34"E, 34.46 FEET; THENCE S01°49'34"E, 93.10 FEET; THENCE S89°30'01"W, 33.65 FEET; THENCE N02°19'23"W, 93.17 FEET TO THE POINT OF BEGINNING, ALL IN FARGOS ADDITION TO INDEPENDENCE, BUCHANAN COUNTY, IOWA



Reference is made to Plat of Survey  
recorded in Book 548 Page 263.

DATE SURVEYED: 10-22-2024

———— SURVEY LINE  
(R) — RECORD DISTANCE

CORNERS FOUND:

- — 1/2" IP W/ CAP #8033
- — CUT 'X' IN PCC

CORNERS SET:

- ⊙ — 1/2" IP W/YPC #11572
- — CUT 'X' IN CONCRETE

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED  
AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT  
PERSONAL SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL  
LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.  
LICENSE RENEWAL DATE: DECEMBER 31, 2024 LICENSE NO. 11572

PRELIMINARY

LAWRENCE G. CRAWFORD      DATE



118 3rd Ave NE Independence, Iowa 50644      ph: (319) 334-7077  
PROJECT NO. 24291      FLD.BK.NO.      PAGE