

RESOLUTION NO. 013 (2025/2026)

**A RESOLUTION APPROVING COLLATERAL ASSIGNMENT OF
AGREEMENT FOR PRIVATE DEVELOPMENT BY
SIERRA HEIGHTS, L.L.C.; COMMUNITY STATE BANK, AND CITY OF NEVADA, IOWA,**

WHEREAS, the City of Nevada, Iowa ("City"), and Sierra Heights, L.L.C. ("Developer") have entered into a Development Agreement; and

WHEREAS, the Developer has requested a loan from Community State Bank ("Lender") to finance the Development; and

WHEREAS, Developer desires to enter into a Collateral Assignment of Development Agreement among Developer, City, and Lender to induce Lender to close on the loan; and

WHEREAS, The City consents to the assignment per the attached Exhibit A, Collateral Assignment of Agreement for Private Development; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Collateral Assignment of Agreement for Private Development (Exhibit A attached), among the City of Nevada, IA, Sierra Heights, L.L.C., and Community State Bank and consents to the assignment. The Mayor and City Clerk are hereby authorized to execute the agreement and any other paperwork necessary on behalf of the City.

PASSED AND APPROVED this 11th day of August, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member ___, seconded by Council Member ___, that Resolution No. 013 (2025/2026) be adopted.

AYES: ___
NAYS: ___
ABSENT: ___

The Mayor declared Resolution No. 013 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 013 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 11th day of August, 2025.

Kerin Wright, City Clerk

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**COLLATERAL ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT
Recorder's Cover Sheet**

Preparer Information: (name, address and phone number)

Sean M. Raisch, Dentons Davis Brown PC, 215 10th St., Ste. 1300, Des Moines, IA 50309

Taxpayer Information: (name and complete address)

N/A

Return Document To: (name and complete address)

Sean M. Raisch, Dentons Davis Brown PC, 215 10th St., Ste. 1300, Des Moines, IA 50309

Grantor:

SIERRA HEIGHTS, L.L.C.

Grantee:

COMMUNITY STATE BANK

Legal Description:

See Exhibit "A"

Document or instrument number of previously recorded documents:

Agreement for Private Development filed _____, 2025, as Instrument No. _____

COLLATERAL ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT

THIS COLLATERAL ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT (this "Assignment") is made on this ____ day of July, 2025 (the "Effective Date") by SIERRA HEIGHTS, L.L.C., an Iowa limited liability company ("Developer" or "Grantor") to COMMUNITY STATE BANK, an Iowa banking corporation ("Lender" or "Grantee"), and consented to, and agreed to, as applicable, by the City of Nevada, Iowa, 1209 6th St., Nevada, Iowa 50201 (the "City").

RECITALS

WHEREAS, on or about May 27, 2025, the Developer entered into a certain Agreement for Private Development with the City (as the same may be amended, restated, substituted or otherwise modified, the "Development Agreement") for the development of certain real estate owned, or to be owned, by Developer, consisting of that certain real property legally described on Exhibit "A" attached hereto (the "Property") and development and construction of certain improvements (the "Project") on said Property; and

WHEREAS, the Development Agreement provides for certain tax exemptions (the "Tax Exemptions"), together with such other City agreements and obligations set forth in the Development Agreement (the "Development Benefits"); and

WHEREAS, Developer has requested a loan (the "Loan") from Lender to finance the Project; and

WHEREAS, Lender is willing to extend the Loan to Developer subject to, among other things, Developer assigning to Lender, for collateral purposes only, all of Developer's right, title and interest in and to the Development Agreement and the Development Benefits; and

WHEREAS, Developer is willing to assign its interest in said Development Agreement and the Development Benefits to Lender.

NOW, THEREFORE, in order to induce Lender to make the Loan, Developer does hereby agree as follows:

1. **ASSIGNMENT OF DEVELOPMENT AGREEMENT.** To secure the Loan and all other indebtedness owing by Developer to Lender, Developer does hereby grant and assign to Lender a first-priority security interest in and to all of Developer's right, title and interest in and to the Development Agreement, including, without limitation, the Development Benefits to be provided by the City to Developer under the terms of the Development Agreement. It is expressly understood that Lender neither assumes nor has any obligations to the City to exercise Developer's rights under the Development Agreement or this Assignment, or to declare an Event of Default (as defined later herein), but that the option to exercise such rights or declare an Event of Default rests in the sole and absolute discretion of Lender, and the parties hereto further agree that Lender shall not be responsible for any acts, omissions, or obligations of Developer with respect to the Development Agreement unless and until Lender assumes Developer's obligations under the Development Agreement.

2. **CONSENT AND AGREEMENT FROM CITY.** By consenting hereto, the City confirms, acknowledges, covenants, and agrees as follows, for the benefit of Lender:

A. A true, correct, and complete copy of the Development Agreement was approved by the City on or about June 5, 2025, and has not been amended, supplemented or otherwise modified as of the date hereof, and evidences the entire agreement between the Developer and City with respect to the Property.

B. The City acknowledges that Developer is collaterally assigning and granting a first-priority security interest in all of Developer's right, title and interest in and to the Development Agreement to Lender pursuant to this Assignment, including the assignment of Development Benefits owed Developer thereunder to Lender to secure the Loan. The City hereby consents to this first-priority Assignment by Developer of the Development Agreement to Lender to secure the Loan.

C. That: (i) the Development Agreement is currently in full force and effect; (ii) the City has given no notice of default to Developer; (iii) the Development Agreement constitutes the valid and binding agreement of the City, enforceable in accordance with its terms; and (iv) the City has the full authority under all applicable state and local laws and regulations to perform all of its obligations under the Development Agreement.

D. That the City, to the best of its knowledge, has no knowledge of any notice of any prior assignment, sale, hypothecation, or pledge of Developer's interest under the Development Agreement.

E. That, as of the date hereof and to the best of its knowledge, the City has no counterclaim, right of set-off, defense or like right against Developer.

F. That contemporaneously herewith, Developer has irrevocably directed the City to provide Lender with a copy of any notice of default under the Development Agreement at the same time and in the same manner as it is to be provided to Developer in accordance with the Development Agreement, and that Lender shall have the right, but not the obligation, to cure any such default on behalf of Developer within a reasonable time thereafter; provided, however, any action to cure by Lender shall not result in an assumption of Developer's obligations under the Development Agreement.

G. The City agrees that it will not terminate the Development Agreement or cease to perform its obligations thereunder, for any reason, including Developer's failure to make any payments to the City, without giving written notice to Lender of such intention to terminate or cease performing its obligations and allowing Lender reasonable time to cure any event of default under the Development Agreement.

3. **RECORDING/UCC.** Developer authorizes Lender to file this Assignment with the Story County Recorder's Office upon the recording of the Development Agreement. Developer further authorizes Lender to file a UCC-1 Financing Statement with the Iowa Secretary of State giving notice to all third parties of Lender's collateral interest.

4. **DEFAULT.** In the event Developer defaults under the Loan or any agreement, contracts, instruments, or documents executed in connection therewith (collectively, the "Loan Documents") beyond any applicable notice and cure periods, including this Assignment (each an "Event of Default"), Lender shall have the right, in addition to all other remedies provided in the Loan Documents, or in law or equity, to make demand upon the City, and Developer herein expressly authorizes the City to provide directly to Lender without further notice or direction from

Developer, all of the Development Benefits to which Developer is entitled under the Development Agreement.

5. **NEGATIVE PLEDGE.** Developer agrees that it will not voluntarily or involuntarily pledge, encumber or otherwise allow any lien to be placed upon its interests in the Development Agreement or the Development Benefits, except as granted to Lender hereunder.

6. **ENFORCEMENT COSTS.** If Lender hires an attorney to assist it in enforcing its rights and remedies under this Assignment, Developer agrees to pay the reasonable attorneys' fees and costs incurred by Lender.

7. **INDEMNITY.** Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Development Agreement or under or by reason of this Assignment; and Developer shall and does hereby agree to indemnify Lender for and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Development Agreement or under or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Development Agreement, except for matters caused by Lender's gross negligence or more culpable conduct. Should Lender incur any liability, loss or damage under the Development Agreement or under or by reason of this Assignment, or in the defense of any such claims or demands, the amounts thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby; and Developer shall reimburse Lender therefor immediately upon demand, and upon failure of Developer to do so Lender may declare all sums secured hereby immediately due and payable.

8. **CITY CONSENT.** City is executing this Agreement solely for the purposes set forth in Section 2 hereof and to agree to the limited obligations of the City set forth in this Assignment.

9. **NOTICES.** Except for notice to or from the City, which shall be provided in the manner set forth in the Development Agreement; provided, however, any notice from the City under the Development Agreement shall also be sent to Lender at the address below and shall be subject to Section 2(F) and 2(G) hereof, all notices, demands, requests, consents, approvals or other communications (any of the foregoing, a "Notice") required, permitted or desired to be given hereunder shall be in writing and shall be sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) Federal Express, UPS or another reputable overnight courier, or (c) by hand by commercial courier service, addressed to the party to be so notified at its address set forth below, or at such other address as the party may designate in writing given to all other parties. Any Notice shall be deemed to have been received: (i) three (3) days after the date such Notice is mailed, (ii) on the date of delivery by hand (or refusal to accept such delivery) if delivered during business hours on a Business Day (otherwise on the next Business Day), and/or (iii) on the next Business Day if sent by an overnight commercial courier. Notices shall be deemed effective if delivered by counsel to a party, as if given directly by such party.

Each Notice to Lender shall be addressed as follows:

Community State Bank
1640 White Birch Cir.
Ankeny, Iowa 50023
Attention: Nathan Snizek

With a copy to:

Dentons Davis Brown PC
215 10th St., Ste. 1300
Des Moines, Iowa 50309
Attention: Sean M. Raisch

If to Developer:

Sierra Heights, L.L.C.
7008 Madison Ave.
Urbandale, Iowa 50322
Attention: Chace Hauschilt

Any party may change the address to which any such Notice is to be delivered by furnishing ten (10) days prior written notice of such change to the other parties in accordance with the provisions of this Section. Notices shall be deemed to have been given on the date as set forth above, even if there is an inability to actually deliver any such Notice because of a changed address of which no Notice was given, or there is a rejection or refusal to accept any Notice offered for delivery. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, Sunday, or a legal holiday on which Lender is not open for business.

10. **TERMINATION**. At such time as the Loan is paid in full, this Assignment and all of Lender's right, title and interest hereunder with respect to the Development Agreement shall terminate.

11. **GOVERNING LAW**. This Assignment shall be governed, construed, applied and enforced in accordance with the laws of the State of Iowa. Any legal suit, action or proceeding against Lender or Developer arising out of or relating to this Assignment shall be brought in any Federal Court in Des Moines, Iowa, or State Court in Story County, Iowa and Developer waives any objections which it may now or hereafter have based upon venue and/or forum non conveniens of any such suit, action or proceeding, and Developer hereby irrevocably submit to the jurisdiction of such Court in any suit, action or proceeding.

12. **AMENDMENT TO DEVELOPMENT AGREEMENT**. Developer shall not make any material change or amendment to the terms of the Development Agreement without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed. Any material change or amendment to the terms of the Development Agreement made without Lender's prior written consent shall be null and void, and of no force or effect.

13. **INAPPLICABLE PROVISIONS**. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

14. **NO ORAL CHANGE. THIS ASSIGNMENT MAY NOT BE MODIFIED, AMENDED, WAIVED, EXTENDED, CHANGED, DISCHARGED OR TERMINATED ORALLY OR BY ANY ACT OR FAILURE TO ACT ON THE PART OF DEVELOPER OR LENDER, BUT ONLY BY AN AGREEMENT IN WRITING SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT OF ANY MODIFICATION, AMENDMENT, WAIVER, EXTENSION, CHANGE, DISCHARGE OR TERMINATION IS SOUGHT.**

15. **NO JOINT VENTURE.** The relationship between Developer and Lender is solely that of a lender and borrower, and nothing contained herein or in any of the Loan documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than lender and borrower.

16. **LIABILITY.** This Assignment shall be binding upon and inure to the benefit of Developer, the City, and Lender and their respective successors and assigns forever.

17. **HEADINGS, ETC.** The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

18. **NUMBER AND GENDER.** Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

19. **BINDING EFFECT.** This Agreement and the statements herein made shall be binding on and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

20. **EXECUTION IN COUNTERPARTS.** This Assignment may be executed in counterparts, each of which shall be deemed an original instrument and all of which when taken together shall constitute but one agreement.

IMPORTANT: READ BEFORE SIGNING, THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Developer represents and warrants that it has received a copy of this Assignment and further states that it understands fully the terms and conditions described herein.

[SIGNATURE PAGES FOLLOW]

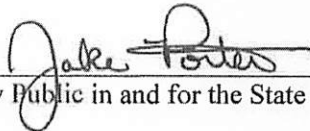
LENDER:

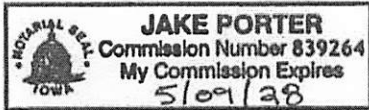
COMMUNITY STATE BANK

By: 
Nathan Sniezek, Vice President

STATE OF IOWA)
COUNTY OF Polk)SS:

On this July day of July, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nathan Sniezek to me personally known, who, being by me duly sworn, did say that he is a Vice President of said Community State Bank executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Nathan Sniezek as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.


Notary Public in and for the State of Iowa

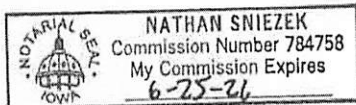



SIERRA HEIGHTS, L.L.C.,
an Iowa limited liability company

By: Karie Kading Ramsey
Name: Karie Kading Ramsey
Title: Manager

STATE OF IOWA)
)SS:
COUNTY OF Polk)

On this 16 day of July, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Karie Kading Ramsey, to me personally known who, being by me duly sworn, did say that she is the Manager of SIERRA HEIGHTS, L.L.C., and that the instrument was signed on behalf of the company by authority of the Members and that the said Karie Kading Ramsey acknowledged the execution of this instrument to be the voluntary act and deed of said company, by it and by her voluntarily executed.




Notary Public in and for the State of Iowa

CITY OF NEVADA, IOWA

ATTEST:

By: _____
Name: _____
Title: City Clerk

By: _____
Name: _____
Title: Mayor

STATE OF IOWA)
)SS:
COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared [_____] and [_____] to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Nevada, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the City of Nevada, Iowa, by authority of its City Council under Roll Call No. _____, approved on _____, 2025, and that [_____] and [_____] acknowledged the execution of the instrument to be the voluntary act and deed of City of Nevada, Iowa, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A
(Description of Property)

Outlot "W" and Outlot "X", Northview Plat 1, Nevada, Story County, Iowa.