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COMMUNITY DEVELOPMENT

Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement

MEMORANDUM

To: Mayor and City Council Members

CC: Gregg Mandsager, City Administrator

From: Andrew Fangman, City Planner

Date: April 5, 2012

Re: Voluntary Annexation - Parkview Condominiums and Irish Ivy Subdivision, 16.02 Acres

INTRODUCTION: Section 368.7 of the Code of Iowa sets out the procedures that a city must follow when processing a request for voluntary annexation.

BACKGROUND: The Parkview Condominium Association (in 2011) and the Irish Ivy Subdivision (in 1999 as part of a recorded restrictive covenant) have signed voluntary annexation agreements with the City of Muscatine. The City of Muscatine has extended sanitary sewer to serve the areas being proposed for annexation as was required by both these annexation agreements. Staff has initiated the process to annex these areas in accordance with the voluntary annexation agreements. Additionally the annexation of a 1.8 acre municipally owned parcel located directly the south containing a multi-use trail is being proposed

This proposed annexation covers 16 acres, contains 28 existing homes, and would add an estimated 68 people to the population of the City of Muscatine

The application was reviewed and recommended for approval by the Planning and Zoning Commission at their February 14, 2012 Meeting. The City Council was briefed on this proposed voluntary annexation at the March 8, 2012 In-depth meeting. A public hearing on this proposed annexation was held on April 5, 2012. No objections to this proposed voluntary annexation have been raised.

The resolution approving this proposed voluntary annexation will place the newly annexed real estate in the following zoning districts. The portion of the annexed real estate containing the Parkview Condominiums (Parcel Number 0930301000) shall be zoned as R-4 Residential District, in accordance with the signed preannexation

agreement between the Parkview Condominium Association and the City of Muscatine. The portion of the annexed real estate containing the Irish Ivy Subdivision shall be zoned as Residential R-3 District. Residential R-3 is the City of Muscatine zoning district that is the most equivalent in allowed usages and development standards to the Muscatine County R-2 Residential zoning which covered the Irish Ivy Subdivision prior to annexation. The portion of the annexed real estate containing Parcel Number 0930351009, which is owned by the City of Muscatine, Iowa and contains a multi-use trail, shall be zoned as Residential R-3 District. Recreational facilities are an allowed use in the Residential R-3 District and Weed Park, located directly to the west is also zoned Residential R-3.

RECOMMENDATION: It is therefore recommended that the City Council approve the attached resolution voluntary annexing of 16.02 acres of real estate comprised of the Irish Ivy Subdivision, Parkview Condominiums, and a City owned parcel.

BACKUP INFORMATION:

1. Resolution
2. Exhibit A- Legal Description
3. Exhibit B- Map
4. Exhibit C- Voluntary Annexation Agreement-Parkview Condominiums
5. Exhibit D- Voluntary Annexation Agreement-Irish Ivy subdivision

Prepared by Andrew Fangman, 215 Sycamore Street, (563) 262-4141, Muscatine, Iowa 52761

RESOLUTION NO. _____

**RESOLUTION VOLUNTARILY ANNEXING CERTAIN REAL
ESTATE TO THE CITY OF MUSCATINE, IOWA**

WHEREAS, the City of Muscatine, Iowa, is a duly organized municipal corporation; and

WHEREAS, there has been presented to the City Council an Application for Annexation, as required by Iowa Code 368.7 executed by the owners of the real estate to be annexed, said real estate lying adjacent to the existing corporate limits of the City of Muscatine, Iowa, and being described in Exhibit A attached hereto; and

WHEREAS, a map showing the relationship of the territory to be annexed to the existing boundaries of the City of Muscatine is attached hereto as Exhibit B; and

WHEREAS, the City of Muscatine, Iowa, desires to annex said real estate:

IT IS, THEREFORE RESOLVED BY THE CITY OF MUSCATINE, IOWA, as follows:

1. **The Application of Annexation of the real estate described in the attached Exhibit C & D and for containing Parcel Number 0930351009, which is owned by the City of Muscatine, Iowa, is approved.**
2. **The annexed real estate shall be and become part of the City of Muscatine, Iowa, upon receipt of acknowledgement by the Secretary of State for the State of Iowa that it has received the attached map, resolution, and a certificate by the City Clerk that copies of the attached map and this resolution have been filed with the Muscatine County Recorder and the Secretary of State and that copies of this resolution and attached map and legal description have been filed with the Iowa Department of Transportation.**
3. **The portion of the annexed real estate containing the Parkview Condominiums (Parcel Number 0930301000) shall be zoned as R-4 Residential District, in accordance with the signed preannexation agreement between the Parkview Condominium Association and the City of Muscatine, Iowa.**
4. **The portion of the annexed real estate containing the Irish Ivy Subdivision shall be zoned as Residential R-3 District. Residential R-3 is the City of Muscatine zoning district that is the most equivalent in allowed usages and development standards to the Muscatine County R-2 Residential zoning which covered the Irish Ivy Subdivision prior to annexation into the City of Muscatine, Iowa.**
5. **The portion of the annexed real estate containing Parcel Number 0930351009, which is owned by the City of Muscatine, Iowa and contains a multi-use trail, shall be zoned as Residential R-3 District. Recreational facilities are an allowed use in the Residential R-3 District and Weed Park, located directly to the west is also zoned Residential R-3.**
6. **The City Clerk shall cause this Resolution and the Exhibits attached hereto to be filed with the Secretary of State, the Muscatine County Recorder, and the Iowa Department of Transportation as required as required by Iowa Code 368.7**

PASSED, APPROVED AND ADOPTED this 5th day of April, 2012.

**BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA**

DeWayne M. Hopkins, Mayor

Attest:

Gregg Mandsager, City Clerk

Exhibit A

Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

Legal Description of Real Estate Being Annexed

Beginning at the northwest corner of the northwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 30, Township 77 North, Range 1 West of the 5th Principal Meridian, in Muscatine County, Iowa thence south $00^{\circ}32'32''$ west 520.00 feet along the west line of Lot 1 of Kleindolph Subdivision; thence south $01^{\circ}49'00''$ west 214.79 feet along the parcel line of Parcel "B", recorded in Plat Book 10, page 169; thence south $84^{\circ}33'49''$ east 45.17 feet along said parcel line; thence south $67^{\circ}55'47''$ east 177.75 feet along said parcel line; thence south $51^{\circ}59'53''$ east 207.74 feet along said parcel line; thence south $74^{\circ}25'05''$ east 415.68 feet along said parcel line; thence north $43^{\circ}37'20''$ east 68.41 feet along the northerly right-of-way line of Highway 22; thence north $54^{\circ}34'48''$ east 33.88 feet along said right-of-way; thence north $55^{\circ}42'25''$ east 44.5 feet along said right-of-way; thence north $83^{\circ}42'41''$ east 58.04 feet along said right-of-way; thence north $57^{\circ}10'00''$ east 138.18 feet along said right-of-way; thence north $12^{\circ}51'22''$ west 385.59 feet along the east line of Irish Ivy Subdivision line; thence north $89^{\circ}45'$ west 486.08 feet along the south line of Lot 2 of Kleindolph Subdivision; thence north $00^{\circ}17'32''$ west 471.79 feet along the east line of Lot 1 of Kleindolph Subdivision to the northeast corner of Lot 1 of Kleindolph Subdivision; continuing north to the north right-of-way of Colorado Street; thence west along said right-of-way to the intersection with the west line of Section 30; thence south to point of beginning. All referenced documents have been recorded in the Office of the Muscatine County Recorder

Exhibit B

Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

Map Showing the Relationship of the Territory to be Annexed to the Existing Boundaries of the City of Muscatine



Exhibit C

Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

Voluntary Annexation Application-Parkview Condominiums

Preparer/Return Document To: Patrick T. Burk, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement is entered into this 7th day of September, 2011, by and between the Parkview Condominium Association (the "Association") and the City of Muscatine, Iowa (the "City").

WHEREAS, Parkview Condominium Association is the owner of Property located in unincorporated Muscatine County and legally described as follows: (the "Property")

WHEREAS, the Association desires to voluntarily annex its Property into the City of Muscatine, Iowa; and

WHEREAS, the Property is currently zoned R3 under the Muscatine County Zoning Ordinance and wishes to be similarly zoned when annexed into the City; and

WHEREAS, the Association and the City both desire to enter into this Agreement to clarify and define its respective rights and responsibilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, the parties hereto agree as follows:

1. **Annexation.** The City agrees to assist the Association to annex the Property into the City upon the terms and conditions set forth in this Agreement.

2. **Requirement to Annex.** The Association does hereby agree to immediately and voluntarily annex the Property out of Muscatine County and into the City or at such time as the City in its sole and absolute discretion is prepared to move the voluntary annexation forward.

Exhibit C

Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

3. Code Compliance. The Association agrees to comply with all existing or amended zoning and building codes.

4. Fees and Costs of Annexation and Rezoning. The City agrees to pay all costs of annexation, including drafting the petitions or other related documents and other customary filing and recording fees ("Fees"), but the Association shall pay its own attorney fees incurred, if any.

5. Association Obligations. The Association shall assume the following obligations under this Agreement:

- a. Assist in the voluntary annexation process by providing a plat, legal description of the Property, names and addresses of Association owners, and any other information that might be needed by the City to process the voluntary annexation.
- b. The Association agrees to cooperate with the City to determine the exact termination point for the public portion of the sanitary sewer intended to be located just inside the property lines of the Property. The Association agrees to provide any easement necessary on the Association property to facilitate the construction and maintenance of the public portion of the sanitary sewer line within the Property.
- c. The Association agrees to disconnect all private sewer disposal systems and promptly connect all units to the newly constructed public sewer at the expense of the Association. The Association further agrees that all private sanitary system(s) will be removed from service in accordance with local and state law.
- d. The Association agrees to connect all existing condominium units to the City sewer system through private contractor at its expense.
- e. The Association agrees to pay the normal residential sewer rate plus a 10% sewer surcharge for sanitary sewer service until the voluntary annexation is completed. Upon completion of the voluntary annexation, the Association will discontinue payment of the surcharge.

6. City Obligations. The City shall assume the following obligations under this Agreement:

- a. The City agrees to provide City sewer extension from Irish Ivy to inside property line on east side of the Property and place a manhole just inside that property line. The City also agrees to provide a sewer connection on the north side of the creek by bridging the creek and placing a manhole inside Association property within the designated easement provided by the Association for that purpose.
- b. The City shall provide all engineering, plans, and specifications related to the extension of public sanitary sewer intended to serve the Property, to include any regulatory permits related to the City extension, and all construction cost associated with the public sewer extension. Said costs will be restricted to the actual cost associated with the design and construction of the extension needed to bring the public sanitary sewer to location just inside the property lines of the Association.
- c. The City shall cooperate in a zoning change of this Property from county zoning to a compatible city zoning district as a part of the annexation.

Exhibit C

Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

- d. The City agrees to permit the Association to connect to the newly constructed public sanitary sewer at their cost and without requiring any additional connection fees.
- e. The City will complete the installation of the public sanitary sewer to the just inside the property lines of the Association prior to final annexation taking place.

7. **Assignment.** Except as provided below, this Agreement may not be assigned by any party without the express written permission of the other parties.

8. **Successors and Assigns.** The rights, duties, and obligations of the parties as contained in this Agreement shall run with the Property and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, liabilities or obligations under or by reason of this Agreement. In order to ensure proper notice to all successors and assigns, a copy of this Agreement shall be filed with the Muscatine County Recorder.

9. **Governing Law.** All rights and obligations arising out of or related to this Agreement, and the application and interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Iowa.

10. **Dispute Resolution.**

- a. All disputes, controversies, and questions directly or indirectly arising under, out of, in connection with, or in relation to this Agreement or its subject matter, including without limitation, all disputes, controversies and questions relating to the validity, negotiation, interpretation, construction, performance, termination, and enforcement of the Agreement shall be resolved finally and conclusively in accordance with this section, which shall be the sole and exclusive procedure for the resolution of any dispute.
- b. The parties shall promptly attempt in good faith to resolve any dispute by negotiation. If the matter has not been resolved within twenty (20) days after receipt of a party's written request for negotiation, any party may initiate arbitration as provided herein.
- c. If this good-faith twenty-day (20-day) period does not resolve the dispute, the disputing parties will agree on an independent arbitrator within ten (10) days of written notification by either party of request for formal arbitration. An arbitrator will be selected by agreement of the parties and an arbitration meeting will be set within thirty (30) days, with all remaining disputes submitted to the arbitrator. If the parties fail to agree upon an arbitrator, each party shall select their own who shall in turn select a third and final arbitrator. All disputes will be finalized by the decision of the arbitrator and based upon the rules of the American Arbitration Association.

11. **Recitals Inclusive.** The above listed recitals are incorporated into this Agreement.

Exhibit C

Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

12. Execution of Documents. All parties agree to execute and deliver whatever documents or assurances as may be reasonably necessary to implement the terms and conditions of this Agreement and effectuate the intent thereof. The parties hereto will cooperate fully.

13. Entire Agreement. This Agreement, the exhibits attached and the documents delivered and recorded pursuant hereto constitute the entire agreement and understanding among the parties and supersede and revoke any prior agreements or understandings relating to the subject matter of this Agreement.

14. Amendments. No change, amendment, termination, or attempted waiver or variation of the terms and conditions of this Agreement shall be valid unless the same follow applicable statutes.

15. Captions. The headings, captions, or titles of articles, sections, and paragraphs of this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement of any of its terms or conditions.

16. Severability. In the event any provisions of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid, legal, and enforceable. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable as written, but valid, legal, and enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be valid, legal, and enforceable and it shall be enforced to that extent. Any finding of invalidity, illegality, or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17. Attorney Fees and Court Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorney, paralegal, and expert fees.

18. Counterparts. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same Agreement.

Exhibit C

Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this
1st day of April, 2011.

PARKVIEW CONDOMINIUM ASSOCIATION

By: Clark M. Gehr

President



CITY OF MUSCATINE, IOWA

By: Dyann E. Roby

Dyann Roby, Mayor Pro-Tem

ATTESTED TO:

By: Lynn M. May

City Clerk, City of Muscatine, Iowa

Exhibit D

Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

Voluntary Annexation Application-Irish Ivy Subdivision

FILE NO. 2000-00379
PAGE 1

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DOROTHY J. FITCHNER
RECORDER
MUSCATINE CO.

Fee \$46.00

Clg return T. Mealy

Prepared

By: Terrence L. Mealy, 301 E. 2nd, Muscatine IA 52761; 319-263-0804

SHAMROCK DEVELOPMENT, INC.

DECLARATION OF COVENANTS

The undersigned being the Developer of the following described real estate situated in the County of Muscatine, and State of Iowa, to-wit:

See Exhibit "A"

do hereby establish and declare the following covenants to run with the land which shall hereafter be applicable to all of said lots and shall be binding upon the undersigned, and upon its grantees, successors and assigns, so long as the same remain in effect:

Article I. Definitions

Section 1. For the purposes hereof, words used in the present tense include the future; the singular number includes the plural and the plural number includes the singular; the word "building" includes the word "structure"; and the word "shall" is always mandatory.

Section 2. For the purposes hereof, certain words and phrases are defined as follows:

a. "Basement" means a story having not more than one-half of its height above finished grade.

b. "Building" means any structure designed or built for the support, enclosure, shelter, or protection of persons or of animals and other personality of any kind.

c. "Dwelling" means any building or portion thereof which is designed for and used exclusively for residential purposes.

d. "Family" means one or more persons living as a single housekeeping unit, whether or not related to each other by birth or marriage.

e. "Frontage" means the property fronting on one side of a road or street measured along the line of such road or street.

f. "Living area" means that area of any dwelling which is generally used for and occupied by a family and may include areas partially below finished grade but shall exclude the basement.

g. "Lot" means one of the lots hereinafter particularly described.

Exhibit D

Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

CO379-8

by the vote of the lot owners.

Article XIX. Remedies

Section 1. In the event of the violation of any covenant herein contained while the same remains in effect, any owner or owners may prosecute any proceedings at law or in equity either to prevent such violation or to recover damages therefor.

Article XX. Annexation

As part of these Restrictive Covenants of this Subdivision, the developer hereby grants a covenant running with the land that in the event that the City of Muscatine should commence proceedings to annex the property described above and any lots in the Subdivision as platted, the owners of the lots at such time shall join in and consent to the annexation of their real estate into the City of Muscatine and by virtue of accepting title to said real estate, the present owner and subsequent owners hereby consent to the then Mayor of the City of Muscatine signing any and all documents on their behalf in connection with the annexation to the City of Muscatine including but not limited to receipt for notices, consents, and any other documents which will assist in such annexation.

Dated at Muscatine, Iowa, this 7th day of January 2000.

SHAMROCK DEVELOPMENT INC.

By

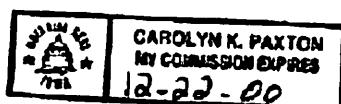
Joseph Hagerty, President

By

M. Wayne Johanson, Secretary

STATE OF IOWA, MUSCATINE COUNTY, SS:

On this 7th day of January, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Hagerty and M. Wayne Johanson to me personally known, who being duly sworn, did say that they are the President and Secretary respectively, of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Joseph Hagerty and M. Wayne Johanson as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Carolyn K. Paxton
Notary Public in and for the State of Iowa

Exhibit D

Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

00379-9

EXHIBIT "A"

Lots 1 through 10 of Irish Ivy Subdivision being a Re-Plat of Lot 3 in Kleindolph Subdivision located in part of the Southwest Quarter of Section 30, Township 77 North, Range 1 West of the 5th Principal Meridian, Muscatine County, Iowa.

Exhibit D

Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

Prepared by Kevin Wintzaker, 215 Sycamore Street, Muscatine, Iowa 52761 (319)264-1514

RESOLUTION NO. 87273-0599

A RESOLUTION APPROVING THE FINAL PLAT FOR THE IRISH IVY SUBDIVISION OFF HIGHWAY 22 EAST IN THE COUNTY OF MUSCATINE, IOWA

WHEREAS, there has been filed with the Planning and Zoning Commission of the City of Muscatine, Iowa, and there is now submitted to the City Council of said City, a Final Plat of the following-described real estate situated within two miles of the Corporate Limits of the City of Muscatine, County of Muscatine, State of Iowa, to-wit:

A parcel of land being a re-plat of Lot 3 in Kleindolph Subdivision located in part of the Southwest Quarter of Section 30, Township 77 North, Range 1 West of the 5th Principal Meridian, Muscatine County, Iowa. (See Attached Plat Map).

which Plat lays out and subdivides the above-described tract of real estate into ten (10) lots within two (2) miles of the present corporate limits of the City of Muscatine, Iowa; and

WHEREAS, said Plat has been approved by the Planning and Zoning Commission and the Muscatine County Zoning Commission and has been examined by the City Council of the City of Muscatine, Iowa; and

WHEREAS, the City Council of the City of Muscatine, Iowa, finds that the Plat fully complies with the Statutes of the State of Iowa and the Ordinances of the City of Muscatine, Iowa, relative to plats, additions, and subdivisions within two miles of the Corporate Limits of the City of Muscatine, Iowa, and said Plat is conducive to an orderly development of the City of Muscatine, Iowa, and not in conflict with the rights-of-way of any extension of any streets or alleys now established; and

WHEREAS, the City Council of the City of Muscatine, Iowa, finds that the Final Plat of Irish Ivy Subdivision should be approved.

Exhibit D

Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF MUSCATINE, IOWA, that said Plat named and designated Final Plat of
Irish Ivy Subdivision be and hereby is approved and accepted by the City Council of the
City of Muscatine, Iowa, and the Mayor and City Clerk of the City of Muscatine, Iowa,
be, and they are hereby authorized and directed to certify upon said Plat the examination,
consent, approval, and acceptance of the same by the City Council of the City of
Muscatine, Iowa, in order that said Plat may be recorded in the Office of the County
Recorder among the real estate records of Muscatine County, Iowa.**

PASSED, APPROVED, AND ADOPTED this 20th day of May, 1999.

**BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA**

Attest:


A. J. Johnson, City Clerk


Richard W. O'Brien, Mayor

Exhibit D

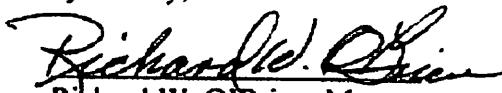
Voluntary Annexation- Parkview Condominiums and Irish Ivy Subdivision,
16.02 Acres

CERTIFICATE OF ACCEPTANCE OF PLAT IRISH IVY SUBDIVISION TO MUSCATINE COUNTY, IOWA

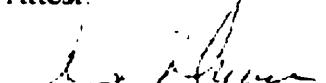
STATE OF IOWA, MUSCATINE COUNTY, ss:

We, the undersigned, Richard W. O'Brien, Mayor, and A. J. Johnson, City Clerk, of the City of Muscatine, Iowa, do hereby certify that the attached plat named and designated "Irish Ivy Subdivision" in Muscatine County, Iowa, was on the 20th day of May, 1999; filed in the office of the City Clerk and presented to City Council of the City of Muscatine, Iowa, by resolution, a true copy of which is hereto attached, marked Exhibit "A", and by this reference made a part hereof; and we, the undersigned, as Mayor and City Clerk, respectively, of the City of Muscatine, Iowa, were by said Resolution duly directed to certify such examination, consent and approval in order to entitle said plat to be recorded in the office of the County Recorder of Muscatine County, Iowa, among the real estate records of Muscatine County, Iowa.

Dated at Muscatine, Iowa, this 20th day of May, 1999.


Richard W. O'Brien, Mayor

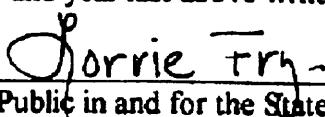
Attest:


A. J. Johnson, City Clerk

STATE OF IOWA, MUSCATINE COUNTY, ss:

Be It Remembered that on this 24th day of May, 1999, before me, a Notary Public in and for the State of Iowa, personally appeared Richard W. O'Brien and A. J. Johnson, to me personally known, who, being by me each duly sworn, did say that they are Mayor and City Clerk of the City of Muscatine, Iowa, respectively, and that the seal affixed to the foregoing instrument is the seal of the City of Muscatine, Iowa; that said instrument was signed and sealed on behalf of the City of Muscatine, Iowa, in accordance with a Resolution passed by the City Council of the City of Muscatine, State of Iowa, at a regular meeting of said City Council held on the 6th day of May, 1999; that Richard W. O'Brien and A. J. Johnson, as Mayor and City Clerk of the City of Muscatine, Iowa, respectively, severally acknowledged the execution of said instrument to be the voluntary act and deed of the City of Muscatine, Iowa, by it and them voluntarily executed.

Witness my hand and Notarial Seal by the day and year last above written.


Lorrie Fry
Notary Public in and for the State of Iowa