



NOTICE OF MEETING

ROBINS PLANNING AND ZONING COMMISSION

WEDNESDAY, AUGUST 16TH, 2023

5:30 P.M. @

ROBINS CITY HALL

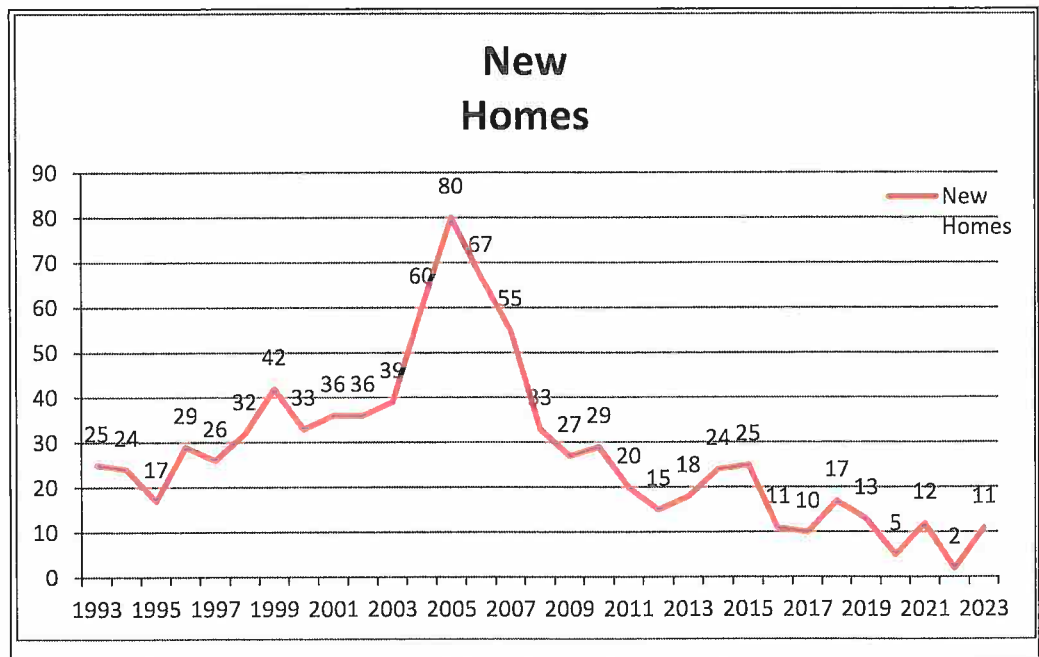
AGENDA:

1. Call the Meeting to Order
2. Roll Call of Members
3. Chairperson and Planning and Zoning Administrator Reports
4. Approval of the Agenda
5. Approval of the Minutes of the April 25th, 2023 Meeting.
6. Public Hearing – Robins Landing Rezoning Request
7. Motion to Recommend Ordinance No. 2302 Rezoning Robins Landing as requested to City Council.
8. Review the Preliminary Plat of Robins Landing and Motion to Approve Resolution No. 2023-4 Recommending to City Council.
9. Motion to approve Resolution No. 2023-3, approving the accessory building request of Mike Fuller at 3348 Chester Road.
10. Motion to approve Resolution No. 2023-5, approving Plat of Survey #2719 and recommending to City Council.
11. Motion to adjourn.

Robins
Planning and Zoning Report
 July 31, 2023

Permit Number	BeginDate	Comment	PermitType	PartyName	FullAddress		City	State	Zip
					#	Street			
B23-001	03/30/23	New SFD Construction	Building	First Construction	3083	Arbury Ct.			
B23-001	04/07/23	New SFD Construction	Building		3083	Arbury Ct			
B23-002	04/14/23	New SFD Construction	Building	Rosanne Donnelly	300	Dutch Dr.			
B23-003	04/20/23	New SFD Construction	Building	Tom Shey	1965	Kaylin Ct			
B23-005	05/08/23	New Duplex/Gargae	Building	Kenwood Homes, LLC	875	Miles St.			
B23-006	05/08/23	New Duplex/Gargae	Building	Kenwood Homes, LLC	901	Miles St.			
B23-007	06/07/23	New SFD Construction	Building	B. Hancock Construction	3084	Arbury Ct.			
B23-008	06/08/23	New SFD & Garage	Building	Matt Gangestad	3082	Arbury Ct			
B23-009	07/07/23	New SFD & Garage	Building	Will & Jenna Dible	3149	Windsor Dr.			
BC23-001	03/03/23	ew Commercial Constructi	Building	FC Land LLC	3230	N. Ctr Pt. Rd #500			
BC23-002	06/21/23	ew Commercial Constructi	Commercial	Andy Eicher	3201	Eagle View Ct.			

FY2023 Permits Issued	
January	22
February	12
March	30
April	28
May	39
June	34
July	30
August	
September	
October	
November	
December	
Total	195



ROBINS PLANNING AND ZONING COMMISSION
MINUTES OF THE APRIL 25TH, 2023 MEETING

Chairperson Tim O'Hara called the meeting to order at 5:30 p.m. in the Robins City Hall on Tuesday April 25th, 2023. Roll call was taken with Commission Members Dennis Trachta, AJ Hester, Ed Rathgeber, and Tim O'Hara present along with Planning and Zoning Administrator Dean Helander, City Clerk/Treasurer Lori Pickart and around 3 guests present. Absent were Dan Ries and Todd Roberts.

Rathgeber moved to approve the Agenda, Trachta seconded and all voted aye. There were no minutes to approve.

The Commission reviewed Plat of Survey No. 2761 dividing the recently annexed, R-2 zoned, property located at 3164 Quass Road. Pickart noted parcel "A" is 3 acres and parcel "B" is 7.70 acres. Goodin moved to recommend Resolution No. 2023-2 approving Plat of Survey No. 2761 to the City Council, Rathgeber seconded and all voted aye.

The Commission then reviewed Plat of Survey No. 2728 located on lot 19 in the Wood's Edge Second Addition. Pickart noted they are dividing the property equally to make two 50' frontage lots for construction of a duplex. Trachta moved to recommend Resolution No. 2023-1 to the City Council, Goodin seconded and all voted aye.

Trachta moved to adjourn at 5:36 p.m., Hester seconded and all voted aye.

Dean Helander
Planning and Zoning Administrator

Tim O'Hara
Chairperson

CITY OF ROBINS
APPLICATION FORM FOR:

RECEIVED
JUN 19 2023



☒ Zoning Amendment
☐ Submission Preliminary Plat*
☐ Submission Final Plat*

☐ Special Use
☐ Variance
☐ Appeal

* Filing deadline is four (4) weeks prior to Planning & Zoning Commissions regular scheduled meeting held the 3rd Thursday of each month or special day announced in the event of a holiday.

Owner's Name: Robins Landing, LLC
Owner's Address: 222 Third Avenue SE, Suite 299
Cedar Rapids IA 52401
Business Name: Robins Landing, LLC

Filing Date: 6/15/2023
Phone #: (319) 364-6533
Type of Business: Developer

ZONING AMENDMENT AND ALL PLAT APPLICATIONS - provide the following:

Address and/or description of location:

North of Tower Terrace Road, West of Cedar Valley Nature Trail

Present Zoning: R-3, PUD, C-1, C-1A, PL1 and PK Proposed Zoning: R-3, C-1, C-1 PL1 and P-1

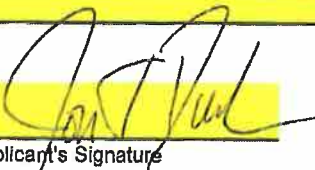
This application must be accompanied with copies of plats as prescribed in Chapter 166, Subdivision Ordinance, for subdivisions and Chapter 165, Section 11 for zoning amendments.

SPECIAL USE - VARIANCE - APPEALS - provide the following:

Address of location for request if different than owner or applicant:

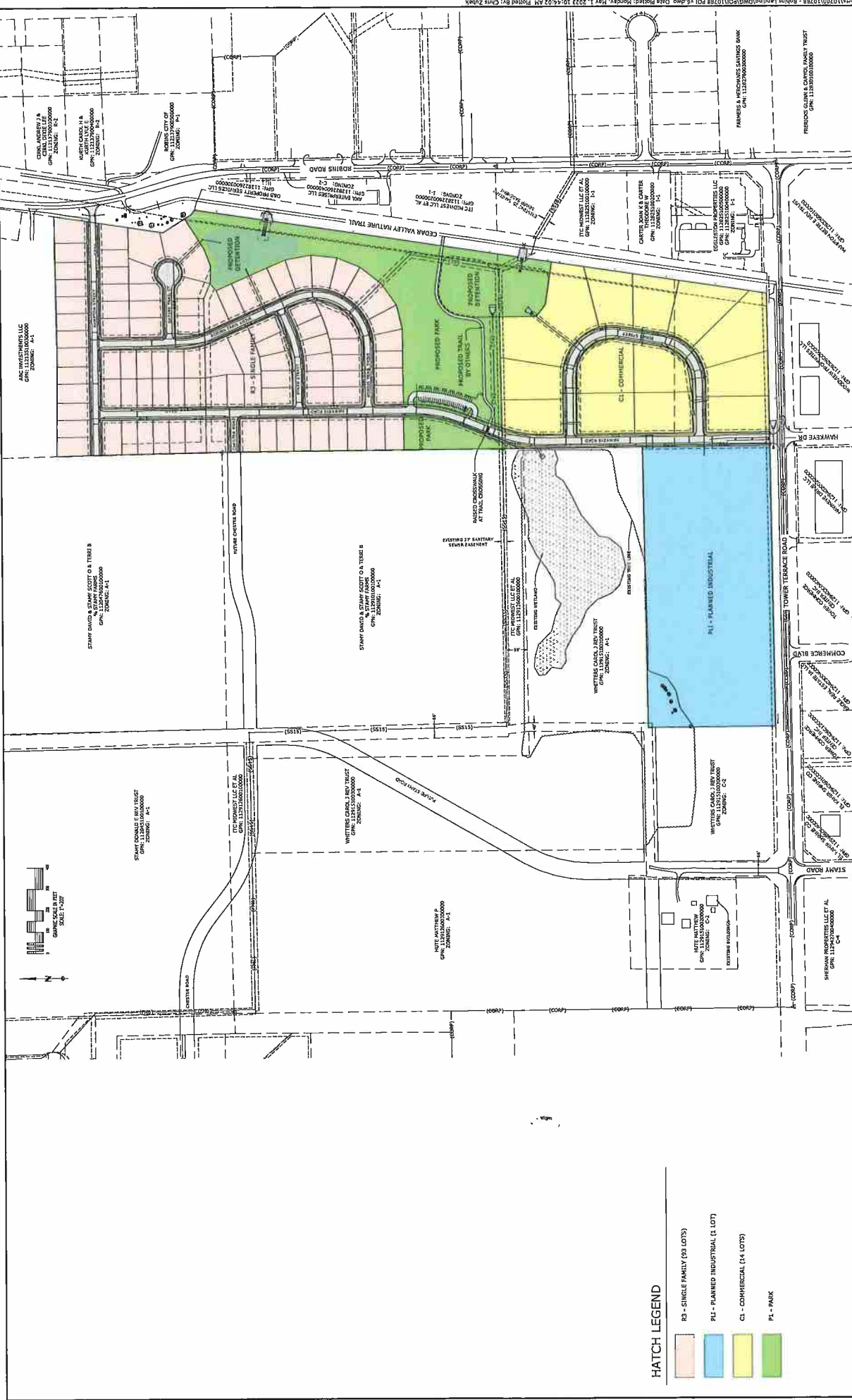
STATEMENT OF REQUEST - Provide as much information as possible - This section must be completed for all applications:

We are requesting revised rezoning classifications to be consistent with the revised preliminary plat which eliminates the townhomes and the need for the PUD zoning. We are also rezoning the entire proposed detention basin to P-1 zoning


Applicant's Signature
6-15-2023

Fee Paid 
Check #/Receipt # _____

Rec'd By: _____
Date: _____



HATCH LEGEND

- R3 - SINGLE FAMILY (933 LOTS)
- P1 - PLANNED INDUSTRIAL (1 LOT)
- C1 - COMMERCIAL (14 LOTS)
- P1 - PARK

DESIGN BY: CSJ	NO.	REVISION DESCRIPTION	DATE	APPROVED
CHECKED BY: BAW				
DATE: 04/21/2023				
PROJECT NO. 10718				
SHEET P1.0				
PRELIMINARY PLAT OVERALL LAYOUT AND REZONING LEGALS				
ROBINS LANDING FIRST ADDITION IN THE CITY OF ROBINS, LINN COUNTY, IOWA				
SCALE: 1"=200'				
PROJECT NO. 10718				

HALL & WALL ENGINEERS, INC.
1000 1st Avenue, Suite 100
Robins, IA 52070
Phone: 563.725.1234
Fax: 563.725.1235
Email: info@hallandwall.com
www.hallandwall.com



Robins
Linn County, Iowa

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ORDINANCE NO. 2302

AN ORDINANCE AMENDING THE ZONING MAP AND THE FUTURE LAND USE MAP OF CHAPTER 165 OF THE MUNICIPAL CODE, CITY OF ROBINS, IOWA

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBINS, IOWA that the Municipal Code of the City of Robins, Iowa, is amended as follows:

SECTION 1. That the Zoning Map and the Future Land Use Map, which is a part of Chapter 165 of the Municipal Code, City of Robins, Iowa, property known as Robins Landing First Addition be amended as follows:

ZONING LEGAL DESCRIPTION – C1 (CENTRAL COMMERCIAL BUSINESS)

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 84 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ROBINS, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE N0°27'42"W ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 60.00 FEET TO THE POINT OF BEGINNING; THENCE N0°27'43"W ON SAID WEST LINE, 1180.18 FEET; THENCE N21°01'47"E, 91.93 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE N89°19'36"E ON SAID NORTH LINE, 583.86 FEET; THENCE S0°27'43"E, 173.37 FEET; THENCE S52°15'00"E, 71.32 FEET; THENCE S81°35'15"E, 201.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE CEDAR VALLEY NATURE TRAIL; THENCE S8°24'45"W ON SAID WESTERLY RIGHT OF WAY LINE, 1024.76 FEET TO THE NORTH RIGHT OF WAY LINE OF TOWER TERRACE ROAD; THENCE S88°59'54"W ON SAID NORTH RIGHT OF WAY LINE, 715.09 FEET TO THE POINT OF BEGINNING SAID PARCEL CONTAINS 22.13 ACRES, and

ZONING LEGAL DESCRIPTION – P1 (PUBLIC USE)

PART OF THE NORTHWEST QUARTER OF SECTION 28 AND PART OF THE SOUTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 84 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ROBINS, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST QUARTER CORNER OF SAID SECTION 28; THENCE S0°27'43"E ON THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 858.69 FEET TO THE POINT OF BEGINNING; THENCE N89°32'17"E, 567.05 FEET; THENCE N76°02'07"E, 115.54 FEET; THENCE N54°27'04"E, 124.29 FEET; THENCE N38°01'29"E, 124.29 FEET; THENCE N22°06'53"E, 116.52 FEET; THENCE N6°12'18"E, 124.29 FEET; THENCE N10°13'18"W, 124.29 FEET; THENCE N23°35'28"W, 354.79 FEET; THENCE N50°04'14"E, 44.33 FEET; THENCE S87°23'16"E, 82.10 FEET; THENCE N69°09'38"E, 82.10 FEET; THENCE N57°26'05"E, 171.08 FEET TO THE WESTERLY

RIGHT OF WAY LINE OF ROBINS ROAD; THENCE S32°33'55"E ON SAID RIGHT OF WAY LINE, 38.86 FEET; THENCE S55°12'57"E ON SAID RIGHT OF WAY LINE, 23.98 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE CEDAR VALLEY NATURE TRAIL; THENCE S8°24'45"W ON SAID WESTERLY RIGHT OF WAY LINE, 1700.69 FEET; THENCE N81°35'15"W, 201.99 FEET; THENCE N52°15'00"W, 71.32 FEET; THENCE N0°27'43"W, 173.37 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE S89°19'36"W ON SAID SOUTH LINE, 583.86 FEET; THENCE S21°01'47"W, 91.93 FEET TO SAID WEST LINE OF SAID SECTION 28; THENCE N0°27'43"W ON SAID WEST LINE, 547.34 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 16.26 ACRES, and

ZONING LEGAL DESCRIPTION – PLI (PLANNED LIGHT INDUSTRIAL)

PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 84 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ROBINS, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 84 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ROBINS, LINN COUNTY, IOWA, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF TOWER TERRACE ROAD. SAID PARCEL CONTAINS 18.14 ACRES, and

ZONING LEGAL DESCRIPTION – R3 (MEDIUM DENSITY, TWO FAMILY RESIDENTIAL)

PART OF THE NORTHWEST QUARTER OF SECTION 28 AND PART OF THE SOUTHWEST QUARTER OF SECTION 21, ALL IN TOWNSHIP 84 NORTH, RANGE 7 WESTERLY OF THE FIFTH PRINCIPAL MERIDIAN, ROBINS, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE N1°17'02"W ON THE WEST LINE OF SAID SECTION 21, A DISTANCE OF 781.81 FEET TO THE SOUTHWEST CORNER OF PARCEL "A", PLAT OF SURVEY NO. 1052 AS RECORDED IN BOOK 5340, PAGE 659 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE S89°24'20"E ON THE SOUTH LINE OF SAID PARCEL "A", 486.84 FEET; THENCE N89°08'58"E ON SAID SOUTH LINE, 636.38 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ROBINS ROAD; THENCE S8°34'15"W ON SAID WESTERLY RIGHT OF WAY LINE 519.85 FEET; THENCE S32°33'55"E ON SAID WESTERLY RIGHT OF WAY LINE, 122.27 FEET; THENCE S57°26'05"W, 171.08 FEET; THENCE S69°09'38"W, 82.10 FEET; THENCE N87°23'16"W, 82.10 FEET; THENCE S50°04'14"W, 44.33 FEET; THENCE S23°35'28"E, 354.79 FEET; THENCE S10°13'18"E, 124.29 FEET; THENCE S6°12'18"W, 124.29 FEET; THENCE S22°06'53"W, 116.52 FEET; THENCE S38°01'29"W, 124.29 FEET; THENCE S54°27'04"W, 124.29 FEET; THENCE S76°02'07"W, 115.54 FEET; THENCE S89°32'17"W, 567.05

FEET TO THE WEST LINE OF SAID SECTION 28; THENCE N0°27'43"W
ON SAID WEST LINE, 858.69 FEET TO THE POINT OF
BEGINNING.DESCRIBED PARCEL CONTAINS 35.29 ACRES.

replacement pages of the Municipal Code, City of Robins, Iowa, and made a part of said Code as
provided by law.

SECTION 3. Effective Date. That this Ordinance shall be in full force and effect from and
after its passage and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2023.

Chuck Hinz, Mayor

ATTEST:

Lori Pickart, City Clerk/Treasurer



June 20, 2023

Brian Vogel, P.E.
Hall & Hall Engineers, Inc.
1860 Boyson Road
Hiawatha, IA 52233

RE: ROBINS LANDING FIRST ADDITION
APPROVAL OF PRELIMINARY PLAT

Dear Mr. Vogel:

We have reviewed the Preliminary Plat that was submitted on May 1, 2023 (Replaces the previously approved PP dated February 22, 2022) for the Robins Landing First Addition.

Major revisions included the removal of the multi-family townhomes (PUD) and increasing the single-family (R-3) minimum lot size from 65 ft to 75 ft, with most lots being 80 ft or larger.

The removal of the PUD does require revisions to the Developer's Agreement for the project. We have been working with the developer to make the revisions and a revised agreement will be presented to the City Council for approval prior to the Final Plat approval.

As such, we find the Preliminary Plat to be in general conformance with the City requirements and recommend approval of the Preliminary Plat .

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Kelli Scott'.

Kelli Scott, P.E.
City Engineer

KJS/kjs

Enclosures: PP dated 5-1-23
PP Packet dated 2-22-22

cc: Jon Dusek, Owner
Lori Pickart, City Clerk

JUN 19 2023

HATCH LEGEND

- R3 - MEDIUM DENSITY, TWO FAMILY RESIDENTIAL (20 LOTS)
- P1 - PLANNED LIGHT INDUSTRIAL (1 LOT)
- C1 - CENTRAL COMMERCIAL BUSINESS (4 LOTS)
- P1 - PUBLIC USE

R3 - MEDIUM DENSITY, TWO FAMILY RESIDENTIAL (03 LOTS)

P1 - PLANNED LIGHT INDUSTRIAL (1 LOT)

C1 - CENTRAL COMMERCIAL BUSINESS (1-4 LOTS)

P1 - PUBLIC USE

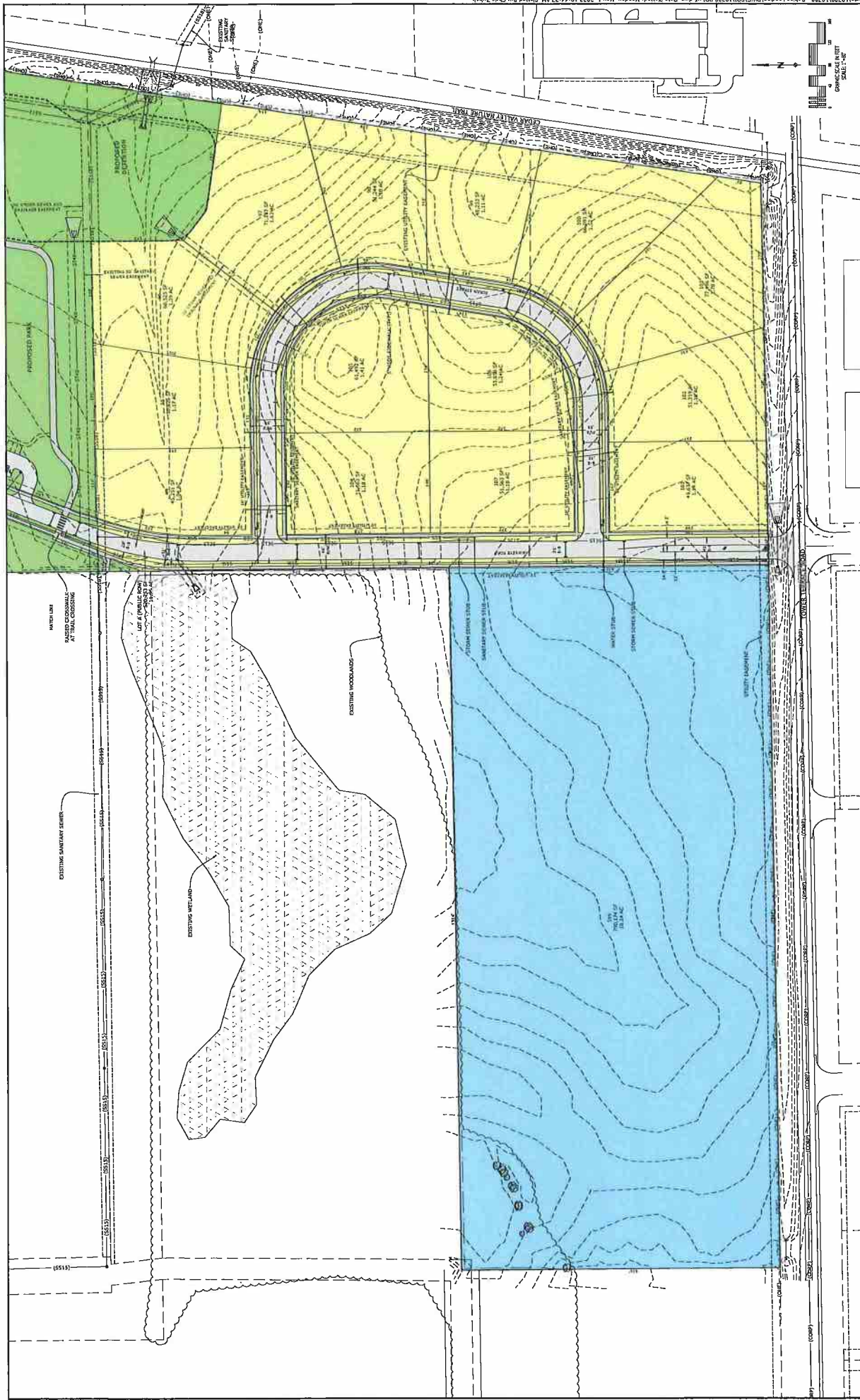
NO.	REVISION DESCRIPTION	APPROVED	DATE
FIELD NO.:			
DATE:	04/21/2023		
APPROVED BY:	BOY		
CHECKED BY:			
DRAWN BY:	CJZ		

HALL & HALL ENGINEERS, INC.
Leaders in Land Development Since 1953
 1500 DOWSON ROAD, HANNAH, OKLA 74223
 PHONE: (918) 283-6600 FAX: (918) 282-2926
 CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE

PRELIMINARY PLAT
OVERALL LAYOUT
AND REZONING LEGALS

MEET
P1.0

AD Hic: 1:Vpro;



DRAWN BY: CZ		CHECKED BY: BOV		APPROVED BY: BOV		FIELD BOOK: 10/11/17	
NO.		APPROVED		DATE		REVISION DESCRIPTION	
1							

**Robins**
ENGINEERS, INC.
1000 W. 10th St., Suite 100
Des Moines, IA 50319
(515) 281-1111
www.robins-engineers.com

**HALL & HALL ENGINEERS, INC.**
1000 W. 10th St., Suite 100
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(515) 281-1111
www.hall-engineers.com

PRELIMINARY PLAN
ROBINS LANDING FIRST ADDITION
IN THE CITY OF ROBINS, LINN COUNTY, IOWA
SCALE: 1"=40'
PROJECT NO. 1728
SHEET
P1.2

CAD FILE: I:\projects\1728\1728_P01\1728_P01.dwg Date Plotted: Monday, May 1, 2023 10:44:37 AM Plotted By: Chris Zink

**P&Z RESOLUTION NO. 2023-4
RESOLUTION APPROVING PLAT**

WHEREAS, A PRELIMINARY PLAT OF ROBINS LANDING FIRST ADDITION TO ROBINS, IOWA, containing one-hundred-eight lots (108) lots, numbered 1 through 108, both inclusive, and Lot "C", has been filed with the City Planning Commission, Robins, Iowa, received on August 8th, 2023, and after consideration the same is found to be correct and in accordance with the provisions of the laws of the State of Iowa, and the Ordinances of the City of Robins, in relation to Plats and Additions to Cities,

NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ROBINS, IOWA, that said preliminary plat of Robins Landing First Addition to Robins, Iowa, be and the same is hereby acknowledged and approved on the part of the City Planning Commission, and this Commission hereby recommends to the City Council the acceptance of the same, and the Chairperson and Zoning Administrator are hereby directed to certify this resolution of approval and affix the same to said plat as by law provided.

PASSED AND APPROVED this 16th day of August A.D., 2023.

Tim O'Hara, Chairperson

Dean Helander, Zoning Administrator

STATE OF IOWA)
) ss
LINN COUNTY)

We, Tim O'Hara, Chairperson, and Dean Helander, Zoning Administrator of the City Planning Commission of the City of Robins, Iowa, do hereby certify that the above is a true and correct copy of the resolution as passed by the City Planning Commission on this 16th day of August A.D., 2023.

Tom O'Hara, Chairperson

Dean Helander, Zoning Administrator

in 5.20.2015



4' Between
New And Old
Garage



PLANNING AND ZONING COMMISSION
RESOLUTION No. 2023-3

WHEREAS, Mike Fuller has applied for a building permit to construct at 26' x 36' (936 s/f) accessory building at 3348 Chester Road in Robins, Iowa.

WHEREAS, Chapter 165, Section 19.14.g; Residential Accessory Building Permit Requirements, requires review of and approval of any accessory building over 800 square feet or over twenty feet in mean-height by the Planning and Zoning Commission.

WHEREAS, the Robins Planning and Zoning Commission met on August 16th, 2023 to consider said request, and has reviewed said request in terms of the standards of review as set forth in Robins Zoning Ordinance.

NOW, THEREFORE BE IT RESOLVED BY THE ROBINS PLANNING AND ZONING COMMISSION, AS FOLLOWS:

1. Mike Fuller is allowed to construct at 26'x 36' (936 s/f) accessory building at 3348 Chester Road in Robins, Iowa on behalf of the Planning and Zoning Commission.
2. Conditions:
 - A. The building will not be constructed on any easement on the property.
 - B. The building will be sided with horizontal vinyl siding the same color as the principle building.
 - C. The property owner is responsible to ensure the accessory building is in conformance with any restrictive covenants.
 - D. The applicant shall agree with the conditions specified above by signing below.

PASSED AND APPROVED, this 16th day of August 2023.

Tim O'Hara, Chairperson

Dean Helander, Zoning Administrator

Agreed to this 16th day of August, 2023.

Mike Fuller



August 1, 2023

City of Robins
Lori Pickart
265 South 2nd Street
Robins, IA 52328

RE: TRADESMAN SQUARE FIRST ADDITION
POS NO. 2719

Dear Ms. Pickart:

We have reviewed POS No. 2719, the Declaration of Private Stormwater Easement and Maintenance Covenant, and the Declaration of Restrictive Covenants, Lot 1 Tradesman Square First Addition to the City of Robins, Linn County, Iowa. Signed copies will be provided to you prior to the August 16th P&Z meeting.

As such, we find POS No. 2719 and the enclosed documents to be in general conformance with the City requirements and recommend approval.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Kelli Scott'. The signature is written in a cursive, flowing style.

Kelli Scott, P.E.
City Engineer

KJS/kjs

Enclosures: POS No.02719 dated 2/15/23
Declaration of Private Stormwater Easement and Maintenance Covenant
Declaration of Restrictive Covenants, Lot 1 Tradesman Square First Addition to the
City of Robins, Linn County, Iowa

cc: Al Frey, Owner
Mike Brain, Brain Engineering

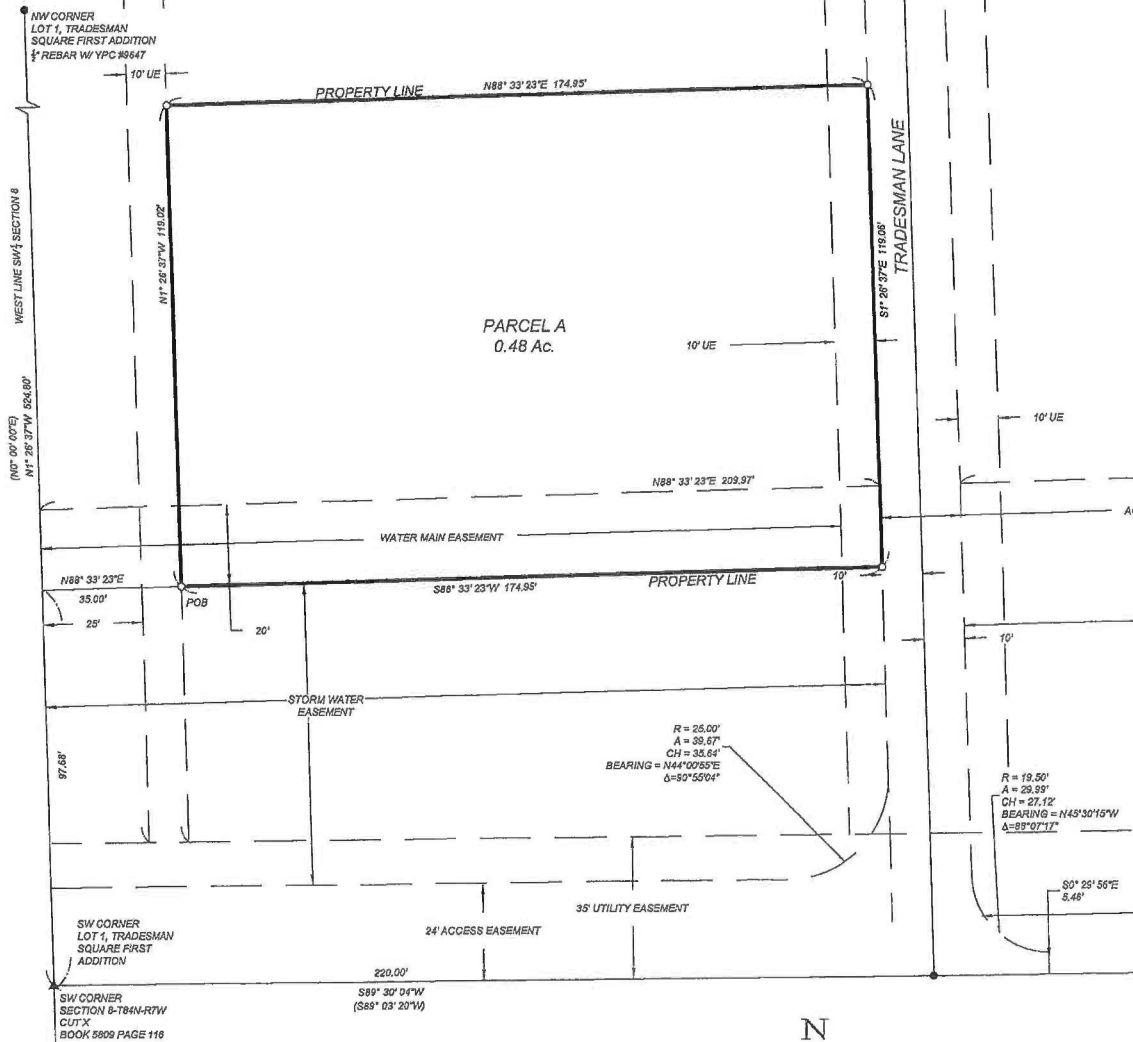
PLAT OF SURVEY No. 2719 PARCEL A

Recorder's Stamp:

Index Legend

Location Description: A part of Lot 1, Tradesman Square First Addition to Robins, Linn County, Iowa

Requestor: FC Land LLC
 Proprietor: FC Land LLC
 Surveyor: Stephen M. Brain, PE, LS
 Surveyor Company: Brain Engineering, Inc.
 Return to: SIM Brain, 1540 Midland Ct NE Cedar Rapids, IA
 52402 or mikel@brain-eng.com (319) 294-9424



LEGAL DESCRIPTION

A part of Lot 1, Tradesman Square First Addition to the City of Robins, Linn County, Iowa described as follows:

Commencing as a point of reference at the SW Corner of said Lot 1;
 thence N01°26'37"W along the west line of said Lot 1, 97.68 feet;
 thence N88°33'23"E, 35.00 feet to the Point of Beginning;
 thence N01°26'37"W, 119.06 feet;
 thence N88°33'23"E, 174.95 feet;
 thence S01°26'37"E, 119.02 feet;
 thence S88°33'23"W, 174.95 feet to the Point of Beginning, containing 0.48 acres.



I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
 Signed _____ Date _____

Stephen Michael Brain, L.S.
 My License Renewal Date is December 31, 2024
 License Number 9647
 Pages of sheets covered by this seal: THIS PAGE

DATE OF SURVEY: 9/18/21

Title:

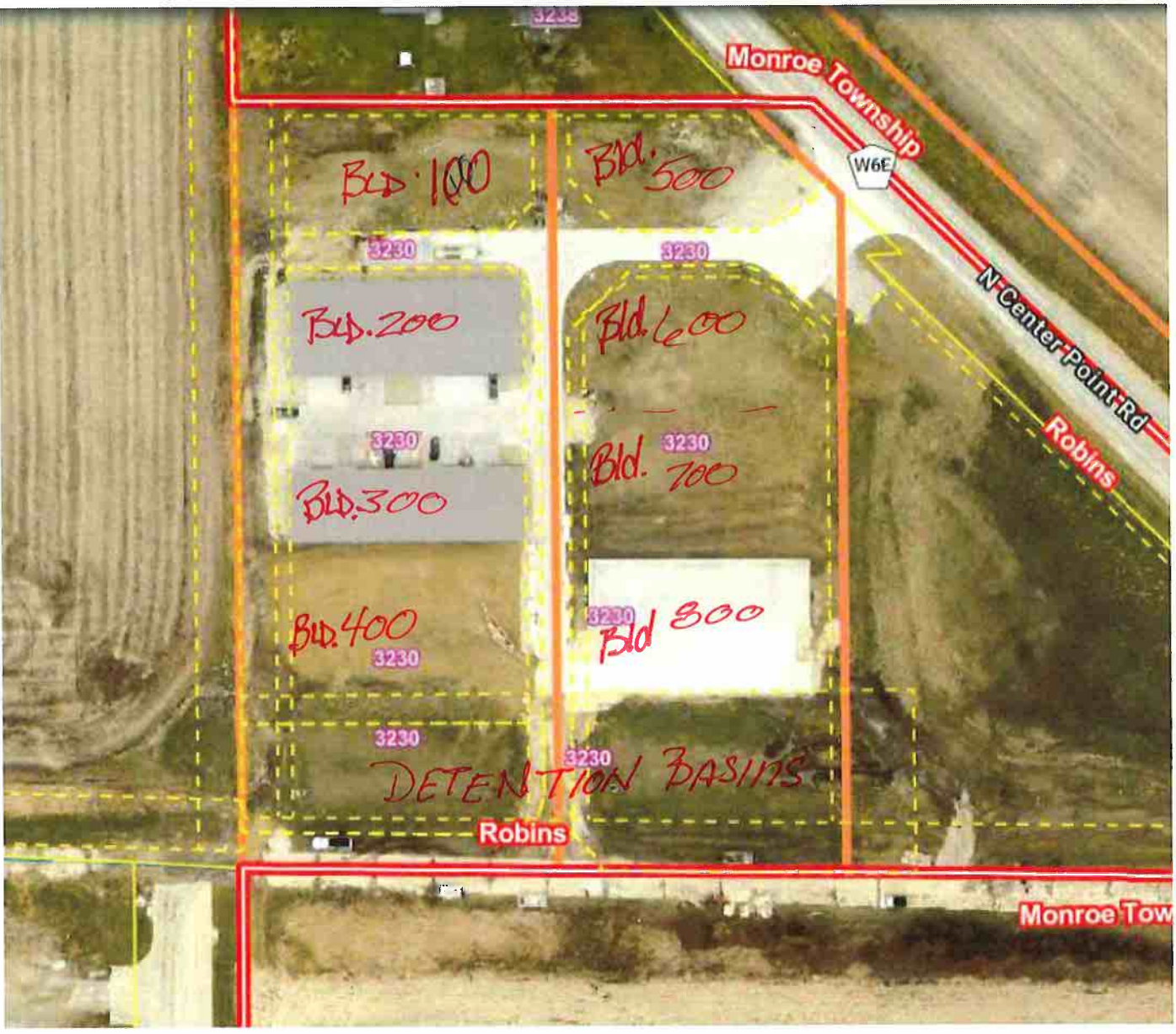
PLAT OF SURVEY No. 2719

PARCEL A

BRAIN
 CIVIL • LAND DEVELOPMENT • SURVEYING • TRANSPORTATION
 ENGINEERING, INC.

Drawn: DFB
 2/15/23
 Checked: *SMB*
 7/31/23
 Book: 381
 Scale: 1" = 30'

NOTE: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.



PLANNING AND ZONING RESOLUTION NO. 2023-5

Approving Plat of Survey No. 2719

WHEREAS, Plat of Survey No. 2719 has been received from Al Frey, owner of Tradesman Square dated July 31st, 2023, relating to the property addressed as 3230, Building #4, North Center Point Road in Robins, Iowa, and

WHEREAS, the requester is desiring to sever building #4, consisting of .48 acres, which is a part of 3230 North Center Point Road, to allow sale of the building and property; and

WHEREAS, a Declaration of Private Stormwater Easement and Maintenance Covenant relating to the stormwater detention basins and easements exists, and

WHEREAS, a Declaration of Restrictive Covenants, Lot 1 of Tradesman Square First Addition exists.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ROBINS, Plat of Survey No. 2719 is hereby accepted by the Planning and Zoning Commission and recommends approval to the Robins City Council.

Passed and Approved August 16th, 2023.

Tim O'Hara, Chairperson

Dean Helander, Planning &
Zoning Administrator

**DECLARATION OF PRIVATE
STORMWATER EASEMENT AND MAINTENANCE COVENANT
RECORDER'S COVER SHEET**

Preparer Information: Dean A. Spina, Bradley & Riley PC, 2007 1st Avenue SE, Cedar Rapids, IA 52402 (319) 363-0101

Declarant: FC Land L.L.C. and Tradesman Square Association, Inc.

Legal Description: Lots 1, 2 and 3 Tradesman Square First Addition in the City of Robins, Linn County, Iowa

Document or instrument number of previously recorded documents:
As recorded in the office of the Recorder of Linn County, Iowa:

Subdivision: Tradesman Square First Addition to the City of Robins, Linn County, Iowa, recorded in Book 10750 Page 319 of the records of the Linn County, Iowa, Recorder.

Easement: Easement Agreement recorded in Book 10920 Page 128 of the records of the Linn County, Iowa, Recorder (the "Easement Agreement").

Condominium: Declaration of Submission of Property to Horizontal Property Regime for Tradesman Square Commercial Condominiums recorded in Book 10920 Page 572 of the records of the Linn County, Iowa, Recorder (the "Condominium Declaration").

**DECLARATION OF PRIVATE
STORMWATER EASEMENT AND MAINTENANCE COVENANT**

This Declaration of Private Stormwater Maintenance Covenant (this "Agreement") is made effective as of August __, 2023 (the "Effective Date") by FC Land L.L.C., the developer of Tradesman Square First Addition in the City of Robins, Linn County, Iowa ("FC Land") and Tradesman Square Association, Inc., the council of co-owners of Tradesman Square Commercial Condominiums (the "Condominium Association").

RECITALS

A. FC Land owns Lots 1 and 3 in Tradesman Square First Addition in the City of Robins, Linn County, Iowa (the "Subdivision").

B. Lot 2 of Tradesman Square First Addition to the City of Robins, Linn County, Iowa was submitted to a horizontal property regime in the Condominium Declaration.

C. The Condominium Association is responsible for the general common elements of the Condominium Regime, including but not limited to the detention facility on Lot 2.

D. The area covered by the stormwater detention facility on Lot 2 is larger than the area covered by a stormwater detention facility on Lot 3, but the total area of Lot 3 is larger than the total area of Lot 2. Accordingly, Lot 3 may contribute more to storm water detention needs than Lot 2.

E. Lot 1 drains to the detention facility located thereon, Lots 2 drains to the detention facility located thereon and to the detention facility on Lot 1 and Lot 3 drains to the detention facility located partially on Lot 3 and on Lot 2 and Lot 1.

F. FC Land and the Condominium Association desire to implement this covenant to ensure future owners of Lots 1, 2 and 3 and their successors in interest the right to utilize detention facilities for stormwater runoff and detention and to document the respective parties' maintenance obligations relating to the private stormwater detention basins located on said Lots and the designated drainage easement areas noted on the final plat of the Subdivision.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and undertakings set forth in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed:

1. **Recitals.** The Recitals set forth above are incorporated herein by this reference.

2. **Easements.** As shown on the final plat of the Subdivision and in the Easement Agreement recorded in Book 10920 Page 128 of the records of the Linn County, Iowa, Recorder. FC Land, as the owner of Lots 1, 2 and 3 of the Subdivision declared that Lots 1, 2 and 3 in the subdivision are entitled to a permanent, non-exclusive easement under and across the designated drainage easement areas noted on the final plat. The sole purpose of the drainage easements is to allow the owners of Lots 1, 2 and 3 to use the stormwater detention basins serving the Subdivision. Subject to the foregoing and to Section 4 below, the owners of Lots 1, 2 and 3 have the right to use the surface and air space above said basins and the stormwater detention basins in such ways as shall not unreasonably interfere with the exercise by the owners of Lots 1, 2 and 3 of the rights and easements created therein.

3. **Contribution to Cost.**

a. FC Land caused the initial installation and construction of the stormwater detention basins located on Lots 1, 2 and 3. Thereafter, the owners of Lots 1, 2 and 3 shall equally share in the cost to maintain and repair the stormwater detention basins located thereon in a neat and attractive condition. Such maintenance and repair obligations for the stormwater detention basins shall include without limitation reconstruction, repair, replacement, inspection, grading, dredging, mowing, replacement of permitted vegetation, removal of trash, litter and debris and any other duties required to be performed for repair and maintenance of the stormwater detention facilities.

b. The owners of the land in the Subdivision upon which the drainage easements are located shall be responsible to maintain and repair the drainage easement areas in a neat and attractive condition. Maintenance and repair obligations for the drainage easement areas located in the Subdivision include without limitation, mowing, replacement of permitted vegetation, removal of trash, litter and debris.

c. If the owner of land in the Subdivision expenses more than Three Hundred Dollars (\$300) at any one time on maintenance of the detention facility on that owner's lot, the owner may notify in writing the owners of the remaining lots of their share of such costs and said owners shall pay for the maintenance within twenty days of receipt of said notice.

d. Contracts for the construction, repair, replacement, grading or dredging of a detention facility shall be agreed upon by the owners of Lots 1, 2 and 3 with the owner of the respective Lot taking the lead and the owners of the other Lots promptly paying their one-third share of such costs.

4. **Erection of Structures Prohibited.** No structure, building, fence or other improvement shall be constructed over or within the stormwater detention basins located in the subdivision or the drainage easement areas located in the Subdivision without obtaining t

he prior written approval of FC Land or its successors in interest or assigns.

5. **Change of Grade Prohibited.** The owner(s) of Lots 1, 2 and 3 shall not change the grade, elevation or contour of any part of the stormwater detention basins or drainage easement areas contained within the Subdivision without obtaining the prior written consent of FC Land, its successors or assigns.

6. **Maintenance of Easement Area and Stormwater Detention Basins.** The owners shall keep and preserve the surface area of the stormwater detention basins in good repair and condition at all times and shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct or impair the drainage and overland flowage of the stormwater detention basin.

7. **Right of Access.** The owner of Lots in the subdivision shall have the right of access to the stormwater detention basins and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the stormwater detention basins as herein described, including without limitation the right to remove any unauthorized obstructions or structures placed or erected in or on the stormwater detention basins and the right to improve, repair and maintain the stormwater detention basins and improvements therein. Said rights shall be exercised in a reasonable manner and at reasonable times.

8. **Responsibility for Damage.** In the event an owner of Lots in the subdivision or their successors, assigns or invitees cause damage to the stormwater detention basins and/or drainage easement areas, such party shall be responsible for repairing and restoring the stormwater detention basins and drainage easement areas to its/their condition prior to the damage.

9. **Mechanic's Liens.** No party shall permit any mechanic's lien to attach to the stormwater detention basins or drainage easement areas in connection with any work performed by or on behalf of any party, and in the event any such mechanic's lien shall attach, the responsible party shall, within thirty (30) days after notice thereof, either bond against such lien in a manner reasonably satisfactory to the other party or otherwise cause such lien to be discharged of record.

10. **Liability and Insurance.**

a. Each owner of a Lot shall maintain in full force and effect commercial general liability insurance in the following amounts: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

b. Each owner of Lots in the subdivision, or any part thereof, shall be solely responsible for any accident, action, claim, death, demand, injury, loss or other liability, of any kind or nature, suffered, incurred or threatened, by such owner(s) or any lessee, employee, agent, contractor, invitee or other person on, about or under the stormwater detention basins at the request, permission or invitation of such owner(s), express or implied. Each such owner(s) shall indemnify and hold harmless all other owners from any and all such liability, threatened or

incurred.

11. **Environmental Matters.** Neither the owners of Lots in the subdivision nor such owner's lessees, invitees, agents, contractors or employees shall use the stormwater detention basins or any part thereof, in any manner that would result in the emission, spill, release or discharge into or upon (i) the air, (ii) soils, (iii) surface water or ground water on or flowing onto the subdivision; or (iv) the sewer system or sewer facilities serving the Subdivision any toxic or hazardous substances or wastes (intended hereby and hereafter to include any and all such material listed in any federal, state or local law, code or ordinance and all rules and regulations promulgated thereunder, as hazardous or potentially hazardous, any of which is referred to as a "Hazardous Discharge"). In the event of the happening of any Hazardous Discharge caused by or resulting from the activities of the owners of Lots in the subdivision or such owner's lessees, invitees, agents, contractors or employees, such owner shall: (i) give the other owners prompt written notice of such occurrence, (ii) indemnify and save the other owners harmless from any and all actions, causes of action, claims, costs, demands, liability, lien, loss, damages and expenses, including reasonable attorney fees, in connection with any such Hazardous Discharge and (iii) promptly comply with all applicable laws, codes, ordinances, rules and regulations governing any such Hazardous Discharge. Notwithstanding any other provision contained in this Agreement, the indemnity obligation of each owner contained in this paragraph shall not be terminated, cancelled or otherwise affected in any manner by the transfer, assignment or conveyance by such owners of Lots in the subdivision or any part thereof as to any Hazardous Discharge occurring while such owner holds record title to said property.

12. **Unperformed Covenants.** If an owner of any lot in the Subdivision (the "Defaulting Party") fails to perform any of the obligations required to be performed on its part as set forth in this Agreement, the other owner(s) (the "Curing Party") may (but shall not be required to) (i) if no emergency exists, perform the same after giving twenty (20) days written notice to the Defaulting Party (unless within such 20-day period, the Defaulting Party shall commence the necessary action and thereafter shall continue the same with due diligence to completion), and (ii) in any emergency situation, perform the same without notice or delay. The Defaulting Party shall reimburse the Curing Party for the reasonable costs thereof within twenty (20) days after receipt by the Defaulting Party of invoices and other evidence of payment.

13. **Notices.** Each notice, demand, request, consent, approval, disapproval or other communication (collectively, for purposes of this section, a "Notice") that an owner gives to the other owner shall be in writing.

14. **Easements Run with the Land.** The easements set forth in the Easement Agreement and the required contributions to the maintenance and repair thereof shall be perpetual and shall bind and run with the land described in this Agreement.

15. **Appurtenant Easement and Rights.** The easements granted or created in the Easement Agreement are appurtenances to the affected portions of the Lots in the subdivision and the easements may not be transferred, assigned or encumbered, except as

appurtenant to such parcels.

16. **Cooperation.** The owners of Lots in the subdivision, or any interest therein, agree to cooperate with each other regarding the use of the easements granted or created in the Easement Agreement so as not to unreasonably interfere with the use and enjoyment of the parties' respective properties described in this Agreement or each party's respective use of the stormwater detention basins.

17. **Enforcement.** The owners of Lots, or any interest therein, in the subdivision may bring an action at law or in equity to enforce the terms and conditions of this Agreement, to recover damages, including reasonable attorneys' fees and court costs, and to seek any other remedy as may be permitted by law.

18. **Successors and Assigns.** This Agreement shall be binding upon the undersigned and its respective successors and assigns who later acquire equitable or legal interests in the subdivision or any portion thereof.

19. **Non-Waiver.** No delay or failure to exercise any right under this Agreement shall constitute a waiver of that or any other right unless otherwise expressly provided in this Agreement.

20. **Headings.** Headings of this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

21. **Amendment.** This Agreement may not be altered, amended, modified, supplemented or terminated, in whole or in part, except in writing signed and acknowledged by FC Land, if then in existence, and the owners of the Lots 1 and 3 in the subdivision and their respective successors and by the Condominium Association and its successors, which writing shall be recorded in the office of the Recorder for Linn County, Iowa,.

22. **Miscellaneous.** This Agreement supersedes any and all earlier agreements or representations, written or oral, regarding the easements granted herein. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full force and effect as if that invalid provision had not been included in this Agreement. This Agreement and grant of easements shall be governed by the laws of the State of Iowa. Words and phrases used in this Agreement shall be construed as in the singular or plural number and as masculine, feminine or neuter gender according to the context.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has signed this Declaration of Private Stormwater Easement and Maintenance Covenant effective as of the Effective Date set forth above.

FC LAND L.L.C

By: _____
Alvin Frey, Manager

STATE OF IOWA, COUNTY OF LINN) ss:

This instrument was acknowledged before my on August ___, 2023 by Alvin Frey as manager of FC Land L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

TRADESMAN SQUARE ASSOCIATION, INC.

By: _____
Alvin Frey, President

STATE OF IOWA, COUNTY OF LINN) ss:

This instrument was acknowledged before my on August ___, 2023 by Alvin Frey as president of Tradesman Square Association, Inc.

Notary Public in and for the State of Iowa

**DECLARATION OF RESTRICTIVE COVENANTS
LOT 1 TRADESMAN SQUARE FIRST ADDITION TO
THE CITY OF ROBINS, LINN COUNTY, IOWA**

THE UNDERSIGNED, FC LAND, L.L.C., an Iowa Limited Liability Company, being the owner of Lot 1, Tradesman Square First Addition to the City of Robins, Linn County, Iowa, in order to establish and maintain the commercial character of said Lot, does hereby covenant and agree with persons who may hereafter purchase all or any part of said Lot 1, or who may hereafter own said Lot or any part thereof, or have any right, title or interest thereafter of any nature whatsoever regardless of the manner by which ownership or interest was acquired, that the use of said Lot, and any part thereof is restricted and that the use and sale of said Lot or any part thereof is subject to the following covenants:

ARTICLE I

CONDITIONS OF AND RESTRICTIONS ON
OWNERSHIP, USE AND ENJOYMENT

The ownership, use, occupation and enjoyment of Lot 1, or any part thereof, and of its appurtenances shall be subject to covenants, conditions, easements, or other encumbrances of record and to the provisions of this Declaration, all of which provisions, irrespective of where set forth or classified as such, shall with equal status constitute such a covenant, condition, restriction, and requirement and shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against said Lot 1, or any part thereof and the owners thereof and their respective assigns, lessees, tenants, occupants, invitees, and successors in interest. The following particular covenants, conditions, restrictions and requirements are hereby noted and set forth:

1. Conveyance/Mortgage/Lease. No owner of the Lot or any part thereof shall convey, mortgage or lease such property unless and until all sums due for the maintenance and of assessment of any kind or other charge and whether evidenced by recorded liens or not are currently paid and not delinquent and in the event of delinquency the grantee, mortgagee or lessee,

if notified thereof before paying or disbursing to the owner, shall apply the proceeds of such transaction first to payment of the delinquent amounts before payment of any of same to the owner. In any event a written statement under signature of an officer or management contractor to such grantee, mortgagee or lessee verifying the status of all assessments or charges affecting Lot 1, or any part thereof, which statement, if to the effect that there are no delinquencies or upon payment of delinquencies as shown thereon, shall constitute conclusive evidence of compliance with this paragraph.

2. Exterior Facade. No owner, tenant, occupant or other person may paint or in any manner decorate the exterior facade of the building walls or add or connect equipment, wires, antennae, structures or facilities thereto or erect any "for sale" or other sign or otherwise disturb or affect the same without complying with this Declaration.

3. Activity Affecting Insurance. The owner of each building on Lot 1 covenants and agrees not to engage in or permit any activity or condition as would cause a termination of or increase the premium for insurance carried by any owner. However, an owner may engage in a permitted activity that would cause an increase in the premium for insurance if the owner agrees to pay the amount of any increased premium caused by the activity.

4. Outbuildings, Refuse and Compliance. No sheds, fences or other outbuilding or structure of any kind shall be erected by an owner without the prior written permission of the undersigned. No activity is allowed which unduly interferes with the peaceful possession and the proper use of the property by its owners. No fire hazard or unsightly accumulation of refuse is allowed. All laws, ordinances and the regulations of governmental bodies shall be observed by the owners.

5. Repair, Maintenance and Reconstruction. Each owner covenants and agrees with all other owners to repair and maintain, rebuild and reconstruct his building and keep the same in good repair for the benefit of all such other owners, as may be required and applicable, and to pay separately metered utility expenses and assessments.

6. Additional Rules, Restrictions and Regulations. The undersigned Developer, shall have power to adopt and enforce all reasonable rules, restrictions and regulations relating to the use, occupancy and enjoyment of Lot 1 and all parts thereof.

7. Use of Property/Leases/Liability. All of Lot 1 shall be used and occupied for non-residential purposes only. Any part of Lot 1 may be rented or leased by the owner, provided the lease is in writing and, with regard to owners other than the Developer, a copy thereof is made available to the other owners of Lot 1 upon request. No lease shall relieve the owner as against the other owners from any responsibility or liability imposed by this Declaration. The term "lease" as used herein shall include any form of occupancy, whether technically a lease or tenancy and whether for consideration or not. Ownership of any part of Lot 1 by a corporation, trust or other legal entity is permitted. An owner shall be liable to the other owners for damage to the property of other owners.

8. No Waiver. Failure of anyone owning a part of Lot 1 to enforce any covenant, condition, restriction, or other provision of this Declaration, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

9. Additional Regulations. In addition to all of the foregoing provisions, the use of any portion of Lot 1 shall be in accordance with and subject to the following provisions:

- (a) An owner has the right to decorate windows in his building. However, this right is limited to the extent that only horizontal or vertical blinds or other materials approved in advance by the Developer may be used. Nothing shall be hung or placed between the interior surface of the window and the window coverings.
- (b) Each owner shall deposit with the Developer, if required by it, a key to the Property and consents that in the case of any emergency originating in or threatening any property or any person authorized by it may enter the property for the purpose of remedying or abating such emergency whether the owner is present or not.
- (c) No noxious or offensive activity shall be carried on in any part of Lot 1, and nothing shall be done or be permitted to remain in any part of Lot 1 which may be or become a nuisance or annoyance to other owners and/or other occupants, and owners shall exercise extreme care not to disturb other owners or occupants with excessive noise. This regulation is subject to reasonable permitted and conditional uses permitted in the zoning for the property.
- (d) There shall be no obstruction of and nothing shall be stored upon any area subject to Easements recorded in Book 10920 Page 128 of the records of the Linn County, Iowa Recorder. The owner of Lot 1 or any part thereof shall be responsible for a proportionate share of the costs associated with maintaining, repairing, and replacing the easement areas, which shall include, but not be limited to, the cost of snow removal, street maintenance, repair and replacement, detention facility maintenance and management, green space maintenance, utility maintenance, repair and replacement and sign maintenance. A proportionate share of the costs shall be determined based on the number of square feet in each building on Lot 1. If a part of Lot 1 is owned separately from the remainder of Lot 1, the owner of said portion shall pay to the owner of the remainder of Lot 1 such amount as is paid for maintenance, repair and replacement.
- (e) Each owner may place a sign on the glass of the front walk-in door of its building. All signs must be approved by Developer or by Tradesman Square Association, Inc. or designated party, if the Developer no longer owns at least some part of Lot 1.

- (f) Nothing shall be altered in, constructed in, or removed from the buildings, structures or other improvements, except upon written consent of the owners of the remaining property in Lot 1 which may be given through written regulations, and further provided that any holder of a first mortgage which acquires possession of any part of Lot 1 by foreclosure or by deed in lieu of foreclosure shall have the right to post signs for the sale or rental of such property until such property is sold or a rental is entered into.
- (g) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the other owners of Lot 1.
- (h) Each owner and other occupant shall keep his property to which he has sole or shared access in a good state of repair, presentation and cleanliness.
- (i) The owner or occupant of any property in Lot 1 shall pay for natural gas, electricity, internet, phone service and dumpster rental if needed for such part of Lot 1.
- (j) Provided an individual unit has active water service, the owner of any part of Lot 1 shall pay a minimum water, sewer fee which shall be used to pay for water and sanitary sewer, that are metered in common. Each Building in Lot 1 has a water meter and shut offs to service the individual units (meters are located in Units 401/301/201/101). A water bill from Cedar Rapids water is provided for each building 400/300/200/100. A sewer bill is provided by the City of Robins for each building. The costs of service are allocated equitably to occupants of each building by the owner of each building.
- (k) Pets may be present in a building during business hours. No animal shall be left in a building by itself during the day, evening or night. The owner of an animal is responsible for cleaning up after the animal. Loud barking or unfriendly animals are not allowed in or on Lot 1. Dogs that might bite must be muzzled when on the property (regardless of whether in a building.) Animals that cause an incident (biting, constant barking, damage to property) may not thereafter be brought on to the Lot.
- (l) Sounds, odors, vibrations and lights which are annoying are not allowed in or on Lot 1.
- (m) Trash, refuse and recycling may not be stored outside of a dumpster or outside of any building in Lot 1. Recyclable cardboard must be broken down before deposit in the receptacle. No job-site or off-site trash, refuse or recyclable material may be deposited into a receptacle.

ARTICLE II

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the property.

2. Caliber of Work. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, as available from the Developer unless a change therein is permitted by the approval of the owners of at least seventy five percent (75%) of the land comprising the property as evidenced by a writing signed by or on behalf of the owners.

3. Payment of Costs. If an owner does not, within fifteen (15) days of the date of the damage or destruction to his property whose use is reserved to said owner, advise the Developer in writing of the owner's determination to repair, reconstruct or rebuild, the Developer or other owners of property in Lot 1 may, in the manner hereinafter provided, determine to so repair, reconstruct or rebuild, as the case may be, and in such event:

- (a) The insurance proceeds payable on account of such casualty shall be utilized by the owner to defray the expenses thereof, and
- (b) To the extent that such insurance proceeds are inadequate to defray such expenses, there shall be a lien against the inadequately insured property to the extent of such inadequate coverage and the owner shall pay the amount of the lien.

If an owner does not proceed with repair, reconstruction or rebuilding as herein contemplated, the determination of the other owners of property in Lot 1 as to what constitutes adequate repair, reconstruction or rebuilding shall be binding on the owner and the owner shall have no claim of any kind against other owners or any of its officers, directors or representatives on account of such repair, reconstruction or rebuilding or on account of any claimed failure in that regard.

ARTICLE III

PARKING and OUTSIDE STORAGE

The available on-site parking shall be for the exclusive use of customers and clients of the buildings. The Developer shall have the right to designate and control the manner and use of on-site parking spaces and to reserve a space or spaces for service purposes and to otherwise permit or prohibit the use of any such space or spaces by a particular owner, including the owner's tenants, employees, customers, and any other guests. Vehicles and trailers may be parked in front of a building for a period of no more than eighteen (18) hours. Vehicles and trailers may not be parked outside overnight. Outside storage must be in a space designated for such storage.

ARTICLE IV

MISCELLANEOUS

1. FC Land L.L.C., its successors and assigns, hereby reserve the right to enter into agreements with the owner of any part of Lot 1 (without the consent of owners of other part of Lot 1 or adjoining or adjacent property) to deviate from any or all of the Restrictive Covenants set forth herein, provided there are practical difficulties or particular hardships evidenced by the owner desiring such deviation, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular Restrictive Covenant involved or any other Restrictive Covenant as to the remaining property in Lot 1.

2. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for an initial period of 21 years from the date of recording of these covenants.

3. If the owner of such Lot 1, or their heirs or assigns shall violate or attempt to violate any of the covenants, conditions, restrictions, reservations and servitude herein set out, it shall be lawful for any other person or persons owning part of said Lot 1 to prosecute any proceedings at law or in equity against the person or persons violating any such covenants, and either to prevent him or her from so doing, or to recover damages for such violation, or both, including recovery for reasonable attorney fees for the plaintiff's attorney, and cost of said proceedings. The failure to promptly enforce any of the covenants, conditions, restrictions, reservations and servitudes shall not bar their enforcement.

4. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this _____ day of August, 2023.

FC LAND L.L.C.

By: _____
Alvin W. Frey, Manager

STATE OF IOWA COUNTY OF LINN

This instrument was acknowledged before me on this _____ day of August, 2023, by Alvin W. Frey as Manager of FC Land L.L.C.

_____, Notary Public