

S Tentative Agenda

ROBINS CITY COUNCIL

MONDAY, AUGUST 21ST, 2023 5:30 P.M. @ ROBINS CITY HALL

(ONE OR MORE MEMBERS OF THE COUNCIL MAY BE ATTENDING VIA ELECTRONIC DEVICE)

AGENDA:

- 1. Call the Meeting to Order
- 2. Pledge Allegiance to the Flag.
- 3. Roll Call
- 4. Approval of the Agenda
- 5. Consent Agenda:
 - a. Approval of the August 3rd and August 7th, 2023 Meeting Minutes.
 - b. Resolution No. 0823-3, approving Robins' Business Incentive Policy.
 - c. Resolution No. 0823-7, approving Plat of Survey #2695.

6. NEW BUSINESS

- a. Public Hearing to hear Comments and Concerns relating to rezoning parts of Robins Landing located along Robins Road.
- b. First Reading of Ordinance No. 2302 Re-zoning Robins Landing.
- c. Resolution No. 0823-6, approving the Preliminary Plat of Robins Landing First Addition to Robins.
- d. Resolution No. 0823-6, approving Plat of Survey #2719 located within Tradesman Square First Addition to Robins.
- e. Resolution No. 0823-4, awarding tile installation on Quass Road.
- f. Resolution No. 0823-5, vacating a platted easement.

7. OLD BUSINESS

- a. None
- 8. MOTION TO ADJOURN



ROBINS CITY COUNCIL MINUTES OF THE AUGUST 3, 2023 MEETING

Mayor Hinz called the meeting to order at 12:00 pm in Robins City Hall on Thursday, August 3rd, 2023. Roll call was taken with Councilors Marilyn Cook, Dick Pilcher, Dave Franzman, JD Smith, Engineer Kelli Scott, Planning and Zoning Administrator Dean Helander, Building Official/Public Works Superintendent Mike Kortenkamp, Deputy Clerk Lisa Goodin, and City Clerk/Treasurer Lori Pickart present. Absent was Councilor Roger Overbeck. Bonding Attorney John Danos of Dorsey and Whitney joined the meeting electronically along with REDI Coordinator Greg Neumeyer.

Mr. Danos explained Chapter 404 of the Code of Iowa relating to Urban Revitalization, specifically Tax Abatement to the Council and staff. He noted the city needs to decide which properties would qualify; if renovations and/or additions would qualify; what the valuation threshold would be; and what the benefit schedule would be.

The council adjourned at 1:14 p.m.

TTEST:	Chuck Hinz, Mayor
ILOI:	



ROBINS CITY COUNCIL MINUTES OF THE AUGUST 7^{TH} , 2023 MEETING

Mayor Hinz called the meeting to order at 7:00 p.m. in the Robins City Hall on Monday, August 7th, 2023. After the Pledge of Allegiance to the Flag, roll call was taken with Councilors JD Smith, Dave Franzman, Roger Overbeck, Dick Pilcher and Marilyn Cook present along with Attorney Dan Morgan, Engineer Kelli Scott, Planning and Zoning Administrator Dean Helander, Police Captain Gary Manhart, Fire Chief Keith Feldkamp, Assistant Fire Chief Neal Boeckmann, Building Official/Public Works Superintendent Mike Kortenkamp, Deputy Clerk Lisa Goodin, City Clerk/Treasurer Lori Pickart, and around 12 guests.

COMMITTEE REPORTS

~ Mayor Hinz thanked all of those who have helped make the Farmers Market a great event for Robins.

 Finance Coordinator Marilyn Cook noted the revenues seem to be coming in as budgeted.

~ Safety Coordinator Dick Pilcher noted both the Police and Fire Reports were included in the packets.

~ Public Works Coordinator Roger Overbeck noted with the drought, the detention basins are working great.

~ Parks Coordinator Dave Franzman noted Cedar Rapids is having a grand opening for their pickle ball courts, adding He noted he plans to attend.

~ Streets Coordinator JD Smith noted the intersection improvements are beginning next week.

Engineer Kelli Scott noted with the recent rain overnight, some washing has occurred. Adding the contractor will be working on getting that resolved. She noted a meeting was held with the Hindu Temple representatives who would like to begin ground breaking this fall. She reported the city did not receive the RAISE grant, but would attend a meeting to obtain recommendations for next year's submittal.

CITIZEN COMMENTS - AGENDA ITEMS

- Todd Roberts, 420 Michelle Avenue advised the Council the old manhole which is in his back yard and is a part of the SE Trunk Sanitary Sewer reconstruction has sunk and added the green silt socks have failed and caused the black dirt to wash out which was followed by the washing out of the gravel. Scott noted these issues have been brought to the attention of the contractor who will be correcting in the very near future.
- Lea Benson, 450 Michelle Avenue added she too has a huge wash out. She said she worries her dog will fall in it, or a deer run through it and break a leg. There is no dirt left and no grass seed adding it is very dangerous!

~ Tyler Turner, 655 S. Troy Road noted he is in favor of the Council changing the city ordinances to allow urban chickens.

 Lindsey Gifford, 470 Beverly Road noted she also hopes the Council will allow chickens in the city on smaller properties.

 Carrie Smith, 285 Landau Street noted she too would like to have chickens, and added not everyone would be happy, but chickens can be raised with the area being clean.
 She added she is trying to be self-reliant.

- ~ Kate Turner, 655 S. Troy Road noted she wants chickens to be educational for her children.
- Mike Fossom, 101 N. Second Street noted he would like to speak to item 12 B when it comes up on the Agenda.

CITIZEN COMMENTS - NON-AGENDA ITEMS

- None

CONSENT AGENDA

- Franzman moved to approve the Consent Agenda which included the Minutes of the July 10th meeting; the Financial Report; and the List of Bills submitted. Overbeck seconded the motion and all voted aye.

OLD BUSINESS

a. Chapter 55 - Animal Protection and Control. Mayor Hinz noted Chapter 55 of the Robins Municipal Code defines "Domestic Animals" as domestic sheep, horses, cattle, goats, swine, chickens, geese, turkeys, pheasants, ducks and other bird and animals raised and/or maintained in confinement. Domestic animals are also referred to as farm animals or livestock. He also noted the code states domestic animals are allowed on properties over 5 acres, and asked the Council if they wanted to change the current code. Overbeck asked if Chapter 55 would be added to, or would there be a new ordinance. Franzman noted he is not against amending the code adding all the other towns are allowing a limited number of chickens with a license fee and feels Robins should do the same. Cook noted she has talked with Hiawatha who allows chickens on properties that are over 2.5 acres and are zoned agricultural. Overbeck noted Iowa City allows up to 6 chickens even in apartment buildings. Mayor Hinz noted the city has an ordinance on the books, adding it works fine and doesn't feel it needs to be changed. Pilcher noted he feels this has two sides adding he has done his own survey noting he walks a lot and has talked with several people and has found no interest in changing the ordinance. Mayor Hinz noted he and the Council have received several e-mails from persons in town who oppose chickens, adding there is not a lot of support to change it. Smith noted he agrees, adding the majority of residents want to keep the ordinance as it is. Cook noted she feels it isn't fair to the neighbors who have to accept this and feels it will create a lot of conflicts in neighborhoods and noted if people want chickens, they need to purchase more land. Smith noted the city does not have adequate staff to regulate and manage chickens. Overbeck moved to modify the ordinance to allow chickens, Franzman seconded. The vote failed on a 3-2 vote with Cook, Pilcher and Smith voting no, and Overbeck and Franzman voting aye.

NEW BUSINESS

a. September Council meeting date. Mayor Hinz noted the first Monday of September is the Labor Day Holiday. He recommended moving the meeting to the next Monday, which is the 11th at 7:00 p.m. Pilcher moved to set the date on the 11th, at 7:00 p.m., Smith seconded and all voted aye.

b. 101 N. Second Street Parcel. Property Owner Mike Fossom addressed the Council stating he does not want to give the city 14.5 feet of his back property line for the future widening of N. Troy Road as it could be several years before this may happen. The Council discussed the pros and cons and noted most of the properties along North Troy Road would need to provide additional right-of-way and agreed to wait until the city is ready to construct and deal with ROW issues then. Pickart noted she would put the tabled Resolution on the next Agenda for approval.

c. Replacement Skag mower. Kortenkamp noted a quotation has been received from Midway Outdoor Equipment to replace the 2015 Skag mower with a new 2023 model.

He noted the bottom line (including the trade-in) being \$15, 856.00, and added the mower would need to be ordered as it has a diesel motor, adding Midway is allowing \$3,500 for the 2015 mower. Cook moved to approve Resolution # 0823-1 approving the purchase and the trade in, Franzman seconded and all voted aye.

d. Job Description. The Council reviewed the job description for the Fire Code Official/Deputy Superintendent Public Works position and made a clarification relating to dismissal procedures. Pilcher moved to adopt the job description as amended, Smith

seconded and all voted aye.

e. Appointment. Mayor Hinz supplied a copy of the "Fire and Life Safety Inspection Report" to the City Council and explained there are around 50 locations which need to be inspected on an annual basis. This document is on a laptop and shared with City Hall staff for insertion in the permanent property files. Mayor Hinz noted he feels this is a good recording/documentation system. Smith asked if the city charges a fee for an inspection. Pilcher noted this will be a city service, but repeat inspections could be billed. Fire Chief Feldkamp noted Assistant Fire Chief Neal Boeckmann is very qualified for this position as he is certified as an EMT, Fire Fighter 1 and 2 and has been performing the position for quite a while. Smith moved to approve Resolution No. 0823-2, appointing Neal Boeckmann as the full time Fire Code Official/Deputy Superintendent Public Works for the City of Robins; Franzman seconded and all voted aye.

Smith moved to adjourn at 8:17 p.m.

Chuck Hinz, Mayor

ATTEST:

Lori Pickart, City Clerk/Treasurer

RESOLUTION No. 0823-3

A RESOLUTION RELATING TO ROBINS' BUSINESS INCENTIVE POLICY

Whereas, the Robins City Council met on August $3^{\rm rd}$, 2023 to discuss a possible Business Incentive Policy, and

WHEREAS, John Danos of Dorsey & Whitney Law Firm (the city's bonding attorney) provided information to the Council relating to Chapter 404 of the Iowa Code, Urban Revitalization and Property Tax Abatement, and

WHEREAS, the Council reviewed and agrees to offer two options; a 3-year 100% abatement or a 5-year abatement with a graduated scale of 60% the first year; 50% for the second, third and fourth years; and 40% for the fifth year; and

WHEREAS, the Council agrees Chapter 404 would apply only to Commercial and Industrial zoned/assessed properties, and

Whereas, the Council agrees Chapter 404 would apply for new construction or any improvements as long as the improvements exceed 15% of the existing building valuation.

Now Therefore Be IT RESOLVED, the City Council of the City of Robins directs the Mayor and City Clerk to direct Dorsey and Whitney to proceed with creating the Urban Revitalization Plan.

PASSED AND APPROVED this 21st day of August, 2023.

		Chuck Hinz, Mayor
ATTEST:		
Lori Pickart	, City Clerk/Treasure	<u>-</u>

RESOLUTION No. 0823-7

A RESOLUTION APPROVING PLAT OF SURVEY NO. 2695

WHEREAS, Plat of Survey No. 2695 has been received from Michael Fossom on December 12th, 2022, relating to his property at 101 N. Second Street in Robins, Iowa, and

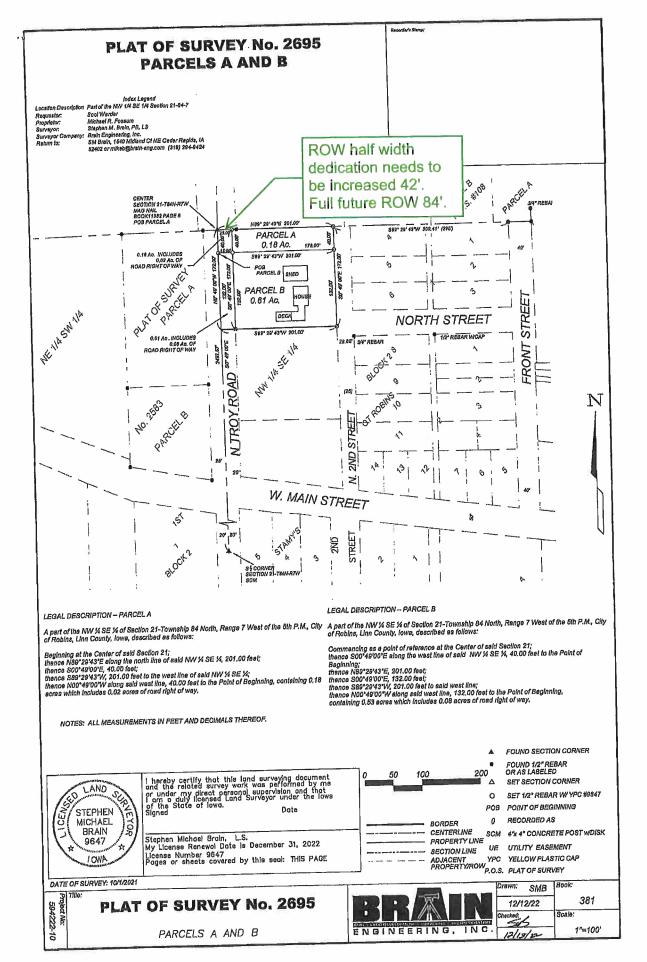
Whereas, the plat of survey would sever 40' x 201' of the property allowing Parcel "A" to be purchased by and adjoined to the property of 150 N. Troy Road in Robins, Iowa.

Now Therefore, Be it resolved by the City Council of the City of Robins, Iowa, that said Plat of Survey No. 2695 be, and the same is hereby acknowledged and approved.

PASSED AND APPROVED this 21st day of August, 2023.

			Chuck Hinz, Mayor
EST:	v *		





CITY OF ROBINS APPLICATION FORM FOR:



	endment n Preliminary Plat* n Final Plat*		Special Use Variance Appeal	Rob	ins			
		anning & Zoning Commissions n or special day announced in t	=					
Owner's Name:	Robins Landing, LLC		Filing Date:	6/15/2023				
Owner's Address: Business Name:	222 Third AvenueSE Cedar Rapids IA 524 Robins Landing, LLC	01	Phone #: (3 Type of Busi	19) 364-6533 ness: 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:								
for all applications: We are requesting re	evised rezoning class	nuch information as possible - I ifications to be consistant wi also rezoning the entire prop	th the revised preliminary p	lat which elimiates the t	ownhomes			
Applicant's Signature	/w/_ -7023	Fee Paid Check #/Receipt #		lec'd By:				
1 911								





P1.0 FRENICKS GLEWN & CARTOL FANILY TRUST GPN: 112830100100000 CIRCL AND IRW 1 & CIRCL BY CONTROL BY CONTRO PRELIMINARY PLAT OVERALL LAYOUT AND REZONING LEGALS CARTER JOAN K & CARTER THEOCORE W GPM: 1128251002000000 ZONING: 1-1 TTC MOWEST U.C ET AL GPN: 112825109100000 ZONING: 1-1 ABC INVESTMENTS LLC GPM: 112135100100000 ZOMING: A-1 ROBINS LANDING FIRST ADDITION IN THE CITY OF ROBINS, LINN COUNTY, IOWA RAISED CROSSWAD AT TRAIL CROSSING STANY DAYID & STANY SCOTT O & TERRI & W. STANY PARKS GPV: 112910/60100000 ZONING: A-1 STANY DAVID & STANY SCOTT O & TEARL B Nº STANY PARNS GPN: 11204780010000 ZONTNG: A-1 HALL & HALL ENGINEERS, INC.
Leader is Land Devicement town that
proportion by Association of the Association WHITTERS CAROL) REV TRUS GPN: 112915100300000 ZONING: A-1 MHITTERS CAROL J REV TRUST GPR; 112915100300000 ZONING: C-2 Robins STANY DOMAID E REV TRUST GPH: 11 2045100100000 ZONING: A-1 HUTE MATTHEW P GPM: 112912603300000 ZGNUNG: A-1 SHERMAN PROPERTIES LLC ET A GPN: 112942700400000 C-4 JUN 1 9 2023 R3 - MEDIUM DEASTTY, TWO FAMILY RESIDENTIAL (93 LOTS) HATCH LEGEND



RECEIVED

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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 p	pages of the Mu provided by la	nicipal Code, City of Robins, Id. w.	owa, and made a part of said Code as
SECTION 3.	Effective Date after its passage	. That this Ordinance shall be ge and publication as provided	in full force and effect from and by law.
Passed and App	PROVED this	_day of	, 2023.
			Chuck Hinz, Mayor
ATTEST:			
T 'D' look	City Clauls /Two	CITMON	
Lori Pickart,	City Clerk/Trea	buter	



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.

Kelli Sr. I

Kelli Scott, P.E. City Engineer

KJS/kjs

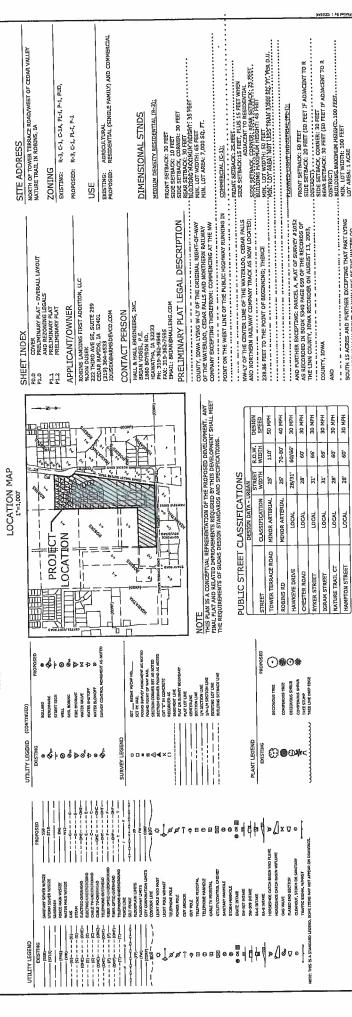
Enclosures: PP dated 5-1-23

PP Packet dated 2-22-22

cc:

Jon Dusek, Owner Lori Pickart, City Clerk PRELIMINARY PLAT FOR

ROBINS LANDING FIRST ADDITION IN THE CITY OF ROBINS, LINN COUNTY, IOWA



ROBINS RD	MINOR ARTERIAL	9	/0-90	2
HAWKEYE DRÎVE	LOCAL	28/31	60/66	30 M
CHESTER ROAD	LOCAL	28.	.09	30 M
RYKER STREET	LDCAL	31,	,99	30 M
IGRAM STREET	LOCAL	31,	,99	30 M
NATURE TRAIL CT	LOCAL	28,	.09	30 M
HAMPTON STREET	LOCAL	28,	60'	30 M
ESTIMATED AREA CALCULATIONS	A CALCULATI	SNO		
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(17.50 % (6.88 %) (75.62 %	699,862 S.F. / 16.1 AC. 275,301 S.F. / 6.3 AC. 302,4050 S.F. / 69.4 AC.	PROPOSED: BUILDING AREA: PAVED AREA: OPEN AREA:
(%00°0) (%00°0)	0 S.F. / 0 AC. 0 S.F. / 0.0 AC. 3,999,213 S.F. / 91.8 AC.	EXISTING: BUILDING AREA: PAVED AREA: OPEN AREA:

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TYPICAL 28' ROADWAY SECTION

STORM SEVIER -PALCTED FILL

GRADE GRADE

2.5%

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E-LY OF THE W-LY RIGHT-OF-WAY LINE OF THE WATCKLOO, CEDAR FALLS AND NORTHERN RAILWAY COMPANY	AND	******* *** *** *** *** *** *** *** *** *	************ * * * * * * * * * * * * *	CEDAR FALLS & NORTHERN RAILWAY RIGHT OF WAY SECTION
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STORM WATER MANAGEMENT

PROPOSED STORM WATER MANAGEMENT AND WATER MALLY REQUIREMENTS WILL BE ACTURED IN ON SITE DETRIED OF DETRIED OFFILED CALCULATIONS WILL BE PROVIDED WITH THE DETAILED PLAN OF IMPROVEMENTS.

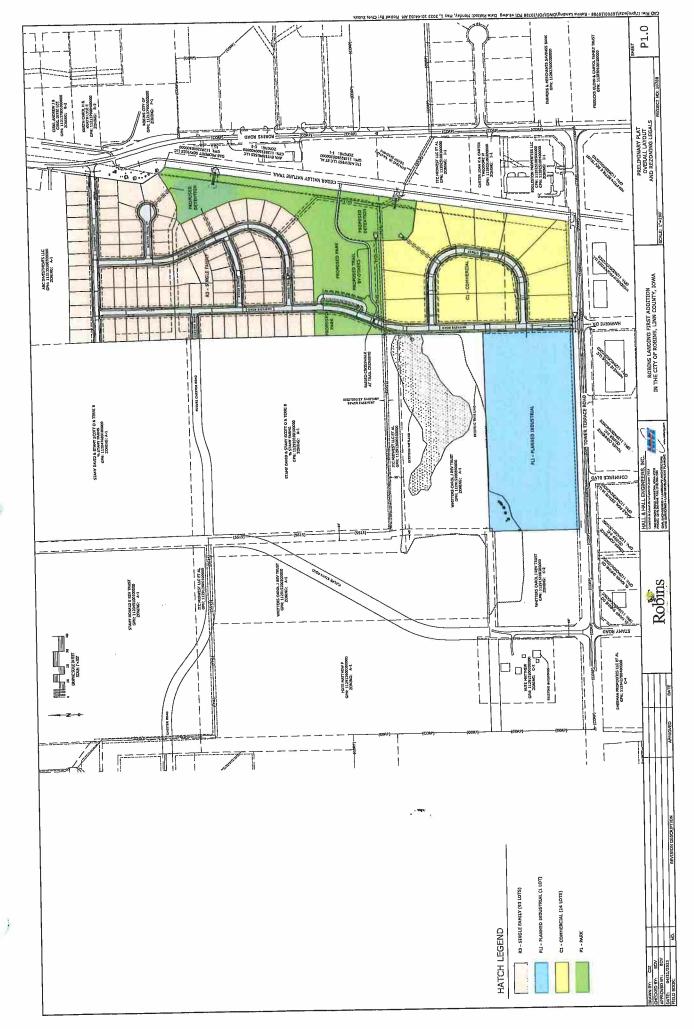
LANDSCAPE PLAN NOTE

DETAILED LANDSCAPE PLAN FOR THE TOWN HOME UNITS, SCREENING, CALCUATIONS, AND NOTES TO BE SUBMITTED FOR APPROVAL WITH THE DETAILED SITE PLANS AND PLAN OF INPROCHERENT DRAWNINGS.



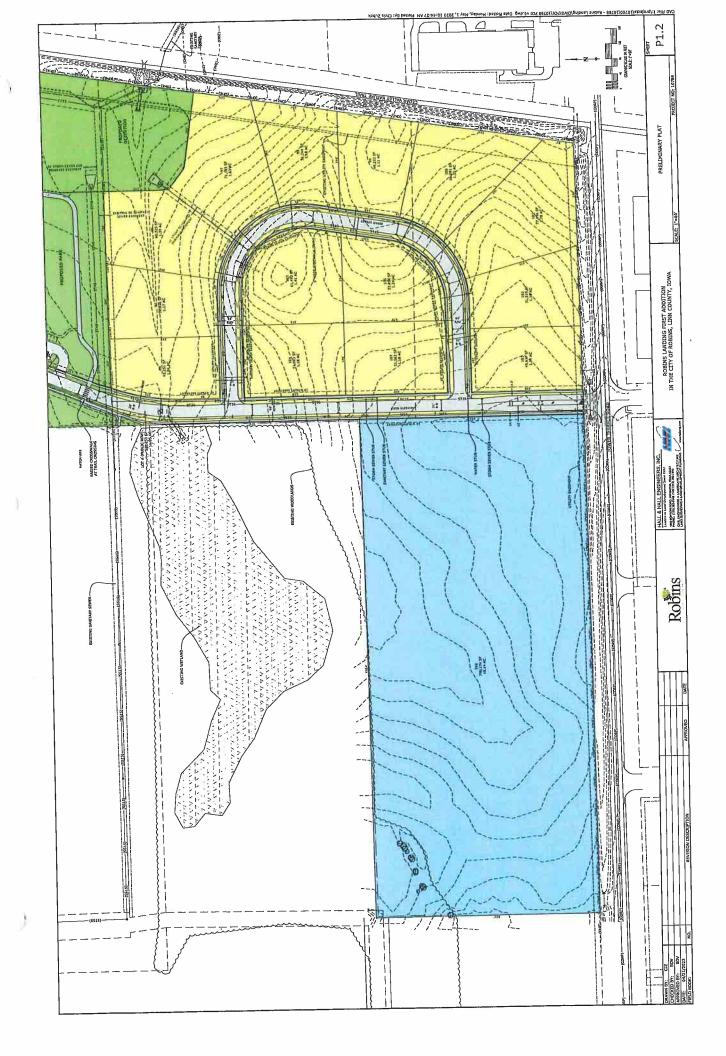


Teneboom unundary	
Fex Number	(319) 362-7595
E-stall Address	brion@hallang.com
Noting Address	1860 Beyson Rd Harmatha, 1A 52233
Date Submitted	02/01/22
Doze Revised	02/18/22
Cata Revised	0423/2023
Train dies	Salarin Transfer Test City





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RESOLUTION NO. 0823-6 RESOLUTION APPROVING THE PRELIMINARY PLAT OF THE ROBINS LANDING FIRST ADDITION TO ROBINS, IOWA

WHEREAS, A PRELIMINARY PLAT OF THE ROBINS LANDING FIRST ADDITION TO ROBINS, IOWA, containing one-hundred-eight lots, numbered 1 through 108 all inclusive, and Lot "C", has been filed with the Robins City Council, Robins, Iowa, 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 COUNCIL 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 Robins City Council, and the Mayor and City Clerk are hereby directed to certify this resolution of approval and affix the same to said plat as by law provided.

PASSED AND APPROVED this 21st day of August, A.D., 2023.

Chuck Hinz, Mayor

Lori Pickart, City Clerk/Treasurer

STATE OF IOWA)

SS

LINN COUNTY

We, Chuck Hinz, Mayor, and Lori Pickart, City Clerk/Treasurer 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 Robins City Council on this 21st day of August A.D., 2023.

Chuck Hinz, Mayor

Lori Pickart, City Clerk/Treasurer

RESOLUTION NO. 0823-6

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 CITY COUNCIL OF THE CITY OF ROBINS, Iowa, Plat of Survey No. 2719 is hereby approved.

Passed and Approved 21st day of August, 2023.

ATTEST:		Chuck Hinz, Mayor
Lori Pickart, City	Clerk/Treasurer	



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.

Kelli Scott, P.E. City Engineer

KJS/kjs

Enclosures: POS No.02719 dated 2/15/23

Declaration of Private Stormwater Easement and Maintenance Covenant

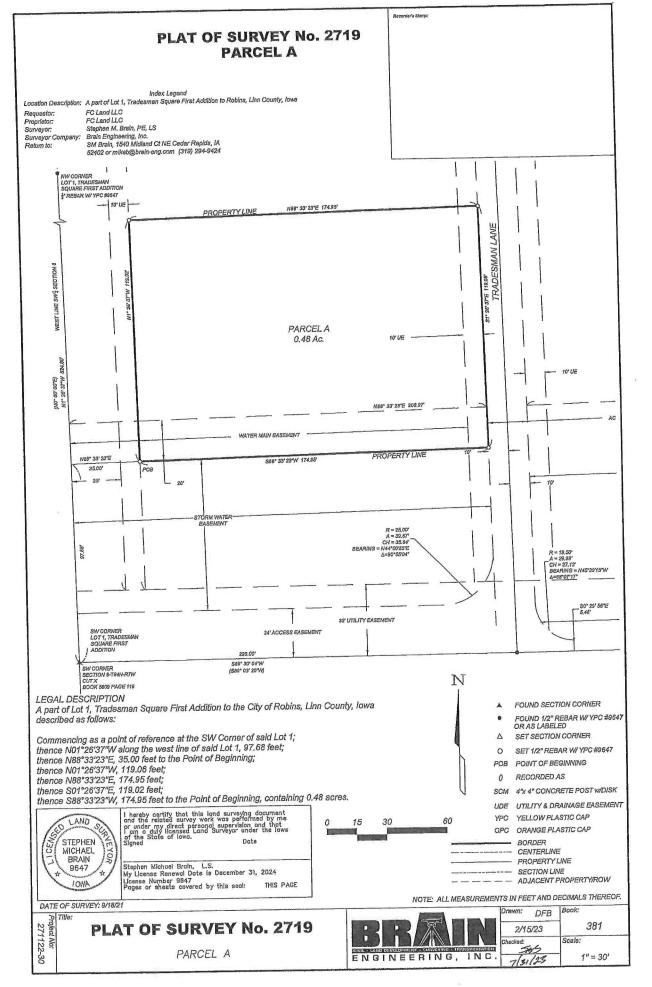
Declaration of Restrictive Covenants, Lot 1 Tradesman Square First Addition to the

City of Robins, Linn County, Iowa

cc:

Al Frey, Owner

Mike Brain, Brain Engineering





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.

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.

- Environmental Matters. Neither the owners of Lots in the subdivision nor 11. 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.
 - "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. <u>Conveyance/Mortgage/Lease</u>. 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. <u>Exterior Facade</u>. 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. <u>Activity Affecting Insurance</u>. 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. <u>Outbuildings, Refuse and Compliance</u>. 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. <u>Additional Rules, Restrictions and Regulations</u>. 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.
- 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. <u>No Waiver</u>. 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.
- 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.
- (1) 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.

1

ARTICLE II

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

- 1. <u>Responsibility</u>. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the property.
- 2. <u>Caliber of Work</u>. 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 WIT	NESS WHEREOF, the lay of August, 2023.	he undersigned has caused this	instrument to be duly
		FC LAND L.L.C.	8
		By:Alvin W. Frey, Manag	ger
STATE OF IOWA	COUNTY OF LINN		
This ins 2023, by Alvin W. Fre	strument was acknow y as Manager of FC I	ledged before me on this Land L.L.C.	_ day of August,
			, Notary Public

RESOLUTION NO. 0823-4

RESOLUTION AWARDING TILE INSTALLATION BID

WHEREAS, the City Council of the City of Robins, Iowa has concerns relating to the ditch drainage along the East side of Quass Road and agrees the ditch needs to be tiled, and

WHEREAS, quotations have been received relating to tile installation as follows:

Description:	Miene Septic Service Toddville, Iowa	Corum Construction Cedar Rapids, Iowa
Install 4" dual wall tile to the ditch located on the East side of Quass Road from house number 460 north past the speed limit sign, approximately 950-1,000 feet.	\$44,680.00	\$31,500.00

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of Robins to award the quotation received Corum Construction in the amount of not to exceed \$31,500.00.

PASSED AND APPROVED this 21st day of August, 2023.

*			
		-	Chuck Hinz, Mayor
TTEST:		, 4	
		*	
Lori Pickart, City Cle	erk/Treasurer		



3450 Clear Water Lane Robins, IA 52328 (319)393-4142 MieneSeptic@mchsi.com

Estimate

DATE	ESTIMATE		
8/4/2023	Quass Rd		

Customer is responsible for locating all private utilities, including sprinkler systems.

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Mobilization to install 4" dual wall tile to the dry ditch from 460 North past the speed limit sign - approximately 950'		1,000.00	1,000.00
Labor, machine time, and materials to install tile		28,128.00	28,128.00
Dirt import and grading		15,552.00	15,552.00
All unforseens are extra, including unstable soil condition, rock excava Customer is responsible for locating all private utilities, including sprin	tion, and dewatering. kler systems.	TOTAL	\$44,680.0



Corum Construction

5115 hay field dr sw Cedar Rapids, IA 52404 3199299711 richcorum@gmail.com INVOICE INVO305

DATE 03/01/2023

BALANCE DUE USD \$31,500.00

BILL TO

City of Robins

mike.kortenkamp@cityofrobins.org

DESCRIPTION	RATE	QTY	AMOUNT
Quass ditch east side-	\$31,500.00	1	\$31,500.00

Tile job/ culvert replacement-

Mobilization

Dig in 1,000 ft of 4 inch socked tile

2 metal 12 inch culverts

Haul in 1 inch clean rock and place around tile for drainage

Dig up 2 driveways to replace culverts and back fill

Haul in subbase rock for driveway after culverts are installed

5 loads of black dirt for final gradr ar the 3 residential ditches

Farm field entrance with a culvert added and rock

Materials, hauling and labor \$31,500

Payment Info	TOTAL \$	
BY CHECK	BALANCE DUE	USD \$31,500.00
RICH CORUM	The state of the s	NOT SCHOOL THE DOLLARY WE THE MINISTER I IN IN IN

Thanks for your business!

Prepared by and Return to: Lori Pickart - City Clerk

Lori Pickart - City Clerk The City of Robins 265 South Second St Robins, IA 52328 319-393-0588

RESOLUTION NO. 0823-5

A RESOLUTION VACATING A PLATTED EASEMENT

WHEREAS, The City Council finds that certain platted easements(s) are of no benefit to the public and should be vacated, and

WHEREAS, the City Council has determined that approval of this matter is in or consistent with the best interests of the public health, safety and welfare.

NOW, THEREFORE IT IS HEREBY RESOLVED:

SECTION 1. That a drainage easement over private property located in the City of Robins, Iowa, described as follows:

VACATION LEGAL DESCRIPTION:

A PART OF LOT 4 AND LOT 5, CARRENE FIRST ADDITION TO THE CITY OF ROBINS, LINN COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Beginning at the northwest corner of said lot 4; Thence north 59° 40' 37" east along the north line of said Lot 4 and Lot 5, a distance of 187.98 feet; thence south 28° 31' 40" west, 137.01 feet to the east line of said Lot 4; thence north 57° 04' 47" west, 145.93 feet to the west line of said Lot 4; thence north 0° 03' 47" west along said west line, Λ distance of 40.00 feet to the point of beginning, containing 0.31 acres (13,714 s.f.) more or less.

Property subject to any and all easements of record.

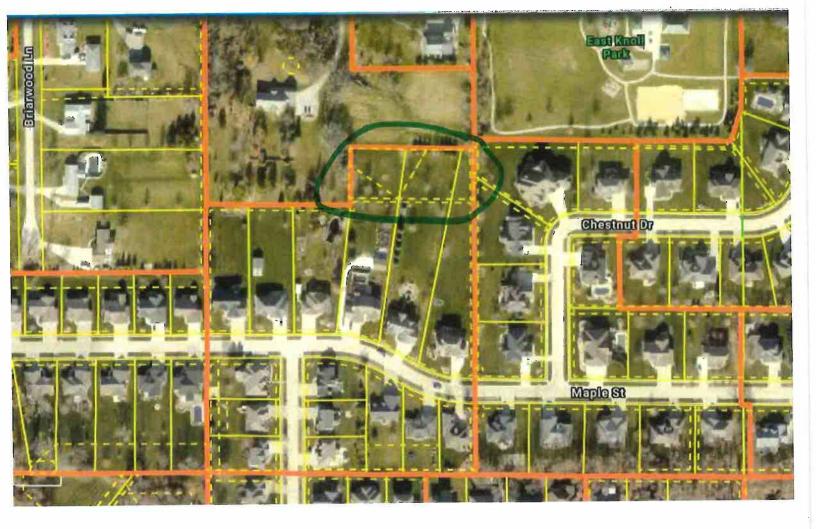
SECTION 2.	The City Clerk is authorized to r	record this resolution with the County Recorder.	

SECTION 3. All resolutions or parts of resolution in conflict with the provisions of this resolution are hereby repealed.

PASSED AND APPROVED, this 21" day of August, 2023.

ATTEST:			Chuck Hinz, Mayor	

Lori Pickart City Clerk/Treasurer



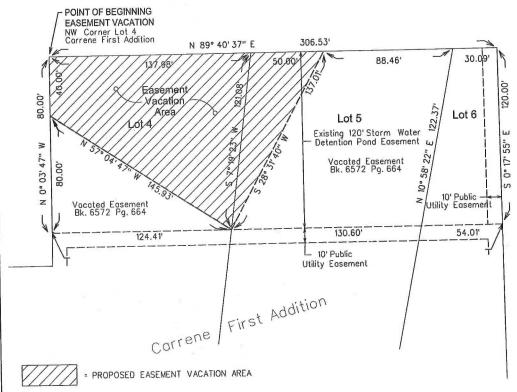
EASEMENT VACATION EXHIBIT

VACATION DESCRIPTION

A PART OF LOT 4 AND LOT 5, CARRENE FIRST ADDITION TO THE CITY OF ROBINS, LINN COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE THE NORTHWEST CORNER OF SAID LOT 4; THECNE NORTH 59° 40' 37" EAST ALONG THE NORTH LINE OF SAID LOT 4 AND LOT 5, A DISTANCE OF 187.98 FEET; THENCE SOUTH 28° 31' 40" WEST, 137.01 FEET TO THE EAST LINE OF SAID LOT 4; THENCE NORTH 57° 04' 47" WEST, 145.93 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 0° 03' 47" WEST ALONG SAID WEST LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.31 ACRES (13,714 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



LEGEND

Survey	Found	Set	K J			
Section Corner	A	Δ				
1/2" Rebor, Cop # 11579	•	0				
(Unless Otherwise Noted)		_	1.3			
ROW Marker		豆				
ROW Roil	I	ᅜ				
Control Point	O CP.					\neg
Bench Mark	0		8 1	0	50	- 1
Platted Distance	P		興	U	50	-
Measured Bearing & Distance	M			.1	1	
Recorded As	K		₩ 1		Name and Address of the Owner, where	
Deed Distance	0					1
Calculated Distance	MPE		Λ 1	00115	(CCCT)	
Minimum Protection Elevation	MITE		/A 1	SCALE	(FEET)	
Centerline			/1			
Section Line 1/4 Section Line			f 1			
1/4 Section Line						
Easement Line						
Edsement Line						

ARRENE FIRST ADDITION TO THE CITY OF ROBINS		SHEET	1 OF 1
	IE CITT OF HOBING	PN: 12	3.0010
EASEMENT VACATION EXHIBIT		FN:	
SNYDER & ASSOCIATES	5005 BOWLING STREET SW	DATE: C	4/13/23
Engineers and Planners	CEDAR RAPIDS, IA 52404 (319) 362-9394	TECH:	TWF

VBBWHsd1WsightPDF.pltclg Vi\RelLbrory\CADDStandords\WorkSpace\Standords\Printing\Pen_Tobles\date.tb