

COMMUNITY DEVELOPMENT

MEMORANDUM

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

To: Mayor and City Council Members
Cc: Gregg Mandsager, City Administrator
From: Andrew Fangman, City Planner
Date: June 6, 2019
Re: Resolution Approving a Ramp and Encroachments Easement Agreement with Hershey Property LLC at 216 Sycamore Street

INTRODUCTION: Hershey Property, LLC has requested an easement to encroach into right of way adjacent to their property at 216 Sycamore Street.

BACKGROUND: Bush Construction, doing business as Hershey Property LLC, is currently undertaking the redevelopment of the Hershey Building across the street from City Hall (216 Sycamore Street). This \$6.9 million redevelopment will convert the building into a mixed-use building. The residential portion of this would create over 20 market rate apartments consisting of studio apartments, one-bedroom apartments, and two-bedroom apartments. Residential amenities will also include a full-sized fitness center, tenant lounge, tenant storage, and in-unit laundry. The project will also include over 15,000 square feet of commercial/retail space located on the first floor and lower level including the retention of Sycamore Printing.

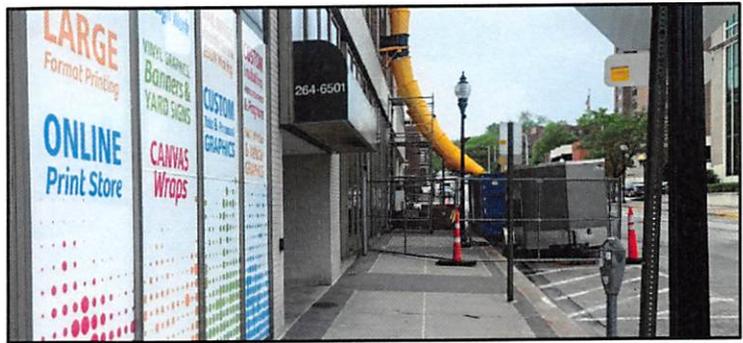


Sycamore Street Entrance to 216 Sycamore

The substantial renovation and change in occupancy of this building triggers a requirement for compliance with the access requirements the Americans with Disability Act (ADA). To make Sycamore Street entrance into the building ADA compliant a ramp will have to be constructed. As this building is built right up to the Sycamore Street right of way ramp the only place to locate the required ramp is on City right of way. Hershey Property LLC is requesting that the City provide an easement for such a ramp.

When this building was originally constructed in 1917, portions of the basement were extended into the public right of way under the public sidewalks. This was done with knowledge and consent of the City, and is something that the Hershey Building shares in common with many other downtown buildings. However, the lender for the redevelopment of the Hershey Building has requested that Hershey Property, LLC obtain a recorded easement for the portions of the basements that encroach into the right of way.

On the 3rd Street side of the building there are awnings that encroach 2' into the 3rd Street right of way. City Code has mechanism that allows for City Council to authorize the encroachment of awnings into the right of way. These awnings were permitted in accordance with City Code, however the lender for the redevelopment of the Hershey Building has requested that Hershey Property, LLC obtain a recorded easement for the portions of the awnings that encroach into the right of way.



Awning Encroaching into 3rd St Right of Way

City Staff has negotiated a ramp and encroachments easement agreement, attached to this memo, that will allow Hershey Property LLC the encroachments into the public right of way necessary to successfully redeveloped this building, while protecting City's and general public's interests.

RECOMMENDATION/RATIONALE: Staff recommends approval of this resolution. The encroachment of the basement and awnings at 216 Sycamore St have long been lawfully established. Better documenting this with recorded easement will provide better clarity about the rights, responsibility, and liability associated with these encroachments without resulting in any changes to the facts on the ground.

Creating ADA compliant access off of Sycamore Street for the Hershey Building is necessary for its successful redevelopment as a mixed-use building, and an ADA ramp is the only way to accomplish this. This redevelopment of this building is strong supported by the City, TIF financing for this project was approved by City Council this spring, as it helps accomplish several major goals of the community. These goals include increasing the quality and quantity of the housing stock, the revitalization of existing building buildings, increased downtown development, etc. As such the grant of this requested easement is supportable as a small step towards accomplishing these goals.

BACKUP INFORMATION:

1. Resolution Approving Easement Agreement
2. Easement Agreement

RESOLUTION NO. _____

RAMP AND ENCROACHMENTS EASEMENT AGREEMENT

WHEREAS, RAMP AND ENCROACHMENTS EASEMENT AGREEMENT (the "Agreement") attached as Exhibit 1 is entered into by and between, **the City of Muscatine, Iowa**, an Iowa municipal corporation, (hereinafter referred to as "City") and **Hershey Property, LLC**, an Iowa limited liability company (hereinafter referred to as "Hershey"); and

WHEREAS, Hershey is the owner of certain real property located in the City of Muscatine, Muscatine County, Iowa (216 Sycamore Street), as more particularly described Lots 6 and 7 in Block 33 of the City of Muscatine in Muscatine County, Iowa. ("Hershey's Property");

WHEREAS, Hershey desires to install and maintain an access ramp, pathway, and related appurtenances (collectively, the "Ramp") that are compliant with the requirements existing of the Americans with Disability Act of 1990 (as amended from time to time) (the "ADA") in order to provide access to Hershey's Property from property owned by the City and known as the Sycamore Street Right of Way;

WHEREAS, Hershey has requested that the City grant the herein defined Basement Easement with respect to those certain encroachments of a basement wall onto the Sycamore Street Right of Way and the property owned by the City and known as the 3rd Street Right of Way (collectively, the "Rights of Way"), as set forth in that certain survey prepared by Martin & Whitacre Surveyors & Engineers, Inc., dated February 11, 2019, and recorded February 22, 2019, as Instrument 2019-00579 in the Office of the County Recorder of Muscatine County, Iowa (the "Survey"), hereto attached as Exhibit 2;

WHEREAS, Hershey has requested that the City grant the Steps Easement, defined in the Agreement with respect to that certain encroachment of steps onto the Sycamore Street Right of Way as set forth in the Survey;

WHEREAS, Hershey has requested that the City grant the Awning Easement, defined in the Agreement, with respect to that certain encroachment of an awning onto the 3rd Street Right of Way as set forth in the Survey;

WHEREAS, In consideration of the covenants and obligations set forth herein and other good and valuable consideration in the sum of One Dollar (\$1.00) paid by Hershey to the City, the receipt of which is hereby acknowledged, the City agrees to grant (i) the Ramp Easement defined in the Agreement to Hershey for access over, across, and through the Ramp Easement Area defined in the Agreement, (ii) the Basement Easement for access over, across, through, and under the Basement Easement Area defined in the Agreement, (iii) the Steps Easement for access over, across, and through defined Steps Easement Area

defined in the Agreement, and (iv) the Awning Easement for access over, across, and through the Awning Easement Area defined in the Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, that the City of Muscatine, Iowa approve the permanent right-of-way Ramp and Encroachments Easement Agreement attached as Exhibit 1

PASSED, APPROVED AND ADOPTED this 6th day of June, 2019.

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

Diana Broderson, Mayor

Attest:

Gregg Mandsager, City Clerk

Exhibit 1

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: RAMP AND ENCROACHMENTS EASEMENT AGREEMENT

DATE OF DOCUMENT: June 6, 2019

GRANTOR/TAXPAYER: City of Muscatine, Iowa

GRANTOR'S MAILING ADDRESS: 215 Sycamore Street
Muscatine, IA 52761

GRANTEE: Hershey Property, LLC

GRANTEE'S MAILING ADDRESS: 5401 Victoria Avenue
Davenport, IA 52807

LEGAL DESCRIPTION: See Attached **Exhibits A and B**

INDIVIDUAL WHO PREPARED THIS DOCUMENT: Carl R. Desenberg
Spencer Fane LLP
1 North Brentwood Blvd., Ste. 1000
St. Louis, MO 63105
(314) 863-7733

AFTER RECORDING, RETURN DOCUMENT TO: Carl R. Desenberg
Spencer Fane LLP
1 North Brentwood Blvd., Ste. 1000
St. Louis, MO 63105

RAMP AND ENCROACHMENTS EASEMENT AGREEMENT

THIS RAMP AND ENCROACHMENTS EASEMENT AGREEMENT (this "*Easement Agreement*") is made and dated effective as of [_____], 2019 ("*Effective Date*"), by and between CITY OF MUSCATINE, IOWA, a body corporate of the State of Iowa ("*Grantor*" and "*City*") HERSHEY PROPERTY, LLC, an Iowa limited liability company ("*Grantee*" and "*Hershey*").

Recitals

- A. Hershey is the owner of certain real property located in the City of Muscatine, Muscatine County, Iowa, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("*Hershey's Property*").
- B. Hershey desires to install and maintain an access ramp, pathway, and related appurtenances (collectively, the "*Ramp*") that are compliant with the requirements existing of the Americans with Disability Act of 1990 (as amended from time to time) (the "*ADA*") in order to provide access to Hershey's Property from property owned by the City and known as the Sycamore Street Right of Way.
- C. Hershey has requested that the City grant the herein defined Basement Easement with respect to those certain encroachments of a basement wall onto the Sycamore Street Right of Way and the property owned by the City and known as the 3rd Street Right of Way (collectively, the "*Rights of Way*"), as set forth in that certain survey prepared by Martin & Whitacre Surveyors & Engineers, Inc., dated February 11, 2019, and recorded February 22, 2019, as Instrument 2019-00579 in the Office of the County Recorder of Muscatine County, Iowa (the "*Survey*").
- D. Hershey has requested that the City grant the herein defined Steps Easement with respect to that certain encroachment of steps onto the Sycamore Street Right of Way as set forth in the Survey.
- E. Hershey has requested that the City grant the herein defined Awning Easement with respect to that certain encroachment of an awning onto the 3rd Street Right of Way as set forth in the Survey.

<p>F.A. · The City agrees to grant (i) the herein defined Ramp Easement to Hershey for access over, across, and through the herein defined Ramp Easement Area, (ii) the Basement</p>
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The parties to this Easement Agreement agree as follows:

- 1. **Incorporation of Recitals.** The above recitals are true and correct and incorporated herein.
- 2. **Grant of Ramp Easement.** The City does by these presents bargain, grant, sell, convey, and confirm, unto Hershey and its assigns, successors in interest, and Permittees (as defined hereinbelow) a non-exclusive, permanent easement (the "*Ramp*

Easement") over and across the permanent ramp easement depicted and legally described on

Exhibit B hereto (the "**Ramp Easement Area**"). Hershey may, within the Ramp Easement Area, erect, install, own, operate, maintain, repair, replace, improve, and remove the Ramp. The Ramp shall provide access, ingress, and egress over, across, and through the Ramp Easement Area to and from the Hershey Property.

3. **Grant of Basement Easement.** The Survey depicts certain encroachments of the inside face wall of the basement of the building located upon Hershey's Property onto or under the Rights of Way. Such encroachments of the inside face wall and the unknown location of the outside face of the basement wall (collectively, the "**Wall**") are further described in Note 6 of the Survey. The City does by these presents bargain, grant, sell, convey, and confirm, unto Hershey and its assigns, successors in interest, and Permittees a non-exclusive, permanent easement (the "**Basement Easement**") through and under the Rights of Way in the space occupied by the Wall, as the Wall extends from the Hershey Property onto or under the Rights of Way, and by the corresponding portion of the basement located within such Rights of Way (together, the "**Basement Easement Area**"). Hershey may own, operate, maintain, repair, replace, improve, and remove the Wall and such portion of the basement located within the Basement Easement Area. This grant of easement does not release Hershey or its assigns or successors in interest from its duty to repair and maintain, as established in the adopted Muscatine City Code, any public sidewalk now present or hereafter constructed in the Basement Easement Area.

4. **Grant of Steps Easement.** The Survey depicts a certain approximately one (1)-foot encroachment of steps onto the Sycamore Street Right of Way. Such encroachment is further described in Note 1 of the Survey. The City does by these presents bargain, grant, sell, convey, and confirm, unto Hershey and its assigns, successors in interest, and Permittees a non-exclusive, permanent easement (the "**Steps Easement**") over, across, and through the portion of the Sycamore Street Right of Way occupied by such steps (the "**Steps Easement Area**"). Hershey may own, operate, maintain, repair, replace, improve, and remove the steps located within the Steps Easement Area. This grant of easement does not release Hershey or its assigns or successors in interest from its duty to repair and maintain, as established in the adopted Muscatine City Code, any public sidewalk now present or hereafter constructed in the Steps Easement Area.

5. **Grant of Awning Easement.** The Survey depicts a certain approximately two (2)-foot encroachment of an awning onto the 3rd Street Right of Way. Such encroachment is further described in Note 4 of the Survey. The City does by these presents bargain, grant, sell, convey, and confirm, unto Hershey and its assigns, successors in interest, and Permittees a non-exclusive, permanent easement (the "**Awning Easement**") over, across, and through the portion of the 3rd Street Right of Way occupied by such awning (the "**Awning Easement Area**"). Hershey may own, operate, maintain, repair, replace, improve, and remove the steps located within the Awning Easement Area. This grant of easement does not release Hershey or its assigns or successors in interest from its duty to repair and maintain, as established in the adopted Muscatine City Code, any public sidewalk now present or hereafter constructed in the Awning Easement Area.

6. **Encroachment Easements Areas Defined.** "**Encroachment Easements Areas**" as used herein, shall mean, collectively, the Basement Easement Area, Steps Easement Area, and Awning Easement Area.

7. **Permittees Defined.** "Permittees" as used herein, shall mean the parties permitted by Hershey or its assigns and successors in interest to enter upon the Hershey Property. Such term may include, without limitation, such parties' tenants, employees, agents, guests, invitees, customers, subtenants, concessionaires, employees, and patrons.

8. **Construction and Maintenance of Ramp.** Hershey shall, at its sole cost and expense, erect, install, own, operate, maintain, repair, replace, improve, and remove in a safe and good condition, the Ramp in compliance with applicable governmental laws, rules, regulations, orders, and ordinances including the ADA, as necessary for Hershey, its assigns, successors in interest, and Permittees to be able to exercise their rights in the Ramp Easement pursuant to this Easement Agreement. Hershey shall have the right to replace such improvements, at its sole cost and expense, in compliance with applicable governmental laws, rules, regulations, orders, and ordinances, including the ADA.

9. **City's Improvements.** Hershey shall replace and restore any and all improvements of the City on the Ramp Easement Area and City's adjoining land which are disturbed by Hershey's activities including, but not limited to, curbing, paving, and/or utility infrastructure. Hershey agrees to restore the Ramp Easement Area to a condition after construction substantially the same as prior to entry by Hershey.

10. **Self-Help Remedies.** If Hershey fails to perform any of its repair and maintenance obligations under this Easement Agreement, in whole or in part, the City shall have the right, but not the obligation, upon thirty (30) days' written notice to Hershey (unless within that thirty (30)-day period Hershey shall cure the default, or in the case of a default which by its nature cannot be cured within such thirty (30)-day period, Hershey shall have commenced the curing of the default within such thirty (30)-day period and thereafter shall diligently prosecute the curing of the default to completion) to proceed to take such action as shall be necessary to cure the default, all in Hershey's name and account; provided, however, in the event of an emergency, the City may take such action to cure the default without notice to Hershey.

11. **Indemnification.** To the extent legally permitted, each party hereby indemnifies the other and holds the other harmless from and against any loss, cost, damage, claim, or expense, including reasonable attorneys' fees and expenses, incurred by the indemnified party as a result of (i) any death or injury to persons or damage to property occurring in connection with the use by such party, its assigns, successors in interest, or Permittees, of the Ramp, the Ramp Easement Area, or the Encroachment Easements Areas, and (ii) any breach of the indemnifying party's representations, warranties, and covenants contained in this Easement Agreement.

12. **Perpetual Easement Agreement.** Each and every agreement, promise, restriction, benefit, undertaking, easement, right, privilege, and restriction contained in this Easement Agreement shall be appurtenant to and for the benefit of Hershey's Property; shall run with the land; shall be binding upon the parties to this Easement Agreement, so long as they own any portion of Hershey's Property, the Ramp Easement Area, or the Encroachment Easements Areas, respectively, and upon any successor to any portion of Hershey's Property, the Ramp Easement Area, or the Encroachment Easements Areas, respectively; and shall inure to the benefit of the property to be benefited and its owner, assigns, and successors in interest.

13. **No Liens.** Hershey shall not permit any liens to stand against the Ramp Easement Area for any work done or materials furnished in connection with the performance of the maintenance or repair work performed in connection with the Ramp; provided, however, that Hershey may contest the validity of any such lien, but upon a final determination of the validity thereof, Hershey shall cause the lien to be satisfied and released of record. Hershey shall, within thirty (30) business days after receipt of written notice from the City cause any such outstanding lien or claim of lien to be released of record in accordance with applicable law or obtain a surety bond in favor of the City. If Hershey fails to timely release the lien or obtain a surety bond pursuant to this Section, the City shall have the right, at Hershey's expense, to transfer said lien to bond and obtain the release of any lis pendens recorded against the Ramp Easement Area. Hershey shall indemnify, defend, and hold harmless the City from any and all liability, claims, damages, expenses (including reasonable attorneys' fees and costs and reasonable attorneys' fees and costs on any appeal), liens, claims of lien, lis pendens, judgments, proceedings, and causes of action, arising out of or in any way connected with the performance of any maintenance or repair work performed in connection with the Ramp by or on behalf of Hershey, its assigns and successors in interest, unless caused by the negligent or willful act or omission of the City or due to pre-existing conditions on the Ramp Easement Area.

14. **Non-Disturbance.** The City agrees not to permanently disturb, impede, or interfere with the reasonable use by Hershey and others claiming by and through Hershey of the Ramp Easement, the Basement Easement, the Steps Easement, or the Awning Easement, and the City covenants that free access to the Ramp Easement Agreement Area and the Encroachment Easements Areas will be maintained, except for temporary disturbances reasonably caused by development, governmental regulation and rules, adjacent property development, and other such causes.

15. **Notices.** All notices or other communications required to be given or served on any party pursuant to this Easement Agreement must be in writing and given to the parties at the addresses set forth below:

City:	City of Muscatine, Iowa 215 Sycamore Street Muscatine, IA 52761
Hershey:	Hershey Property, LLC 5401 Victoria Avenue Davenport, IA 52807
With copies to:	Carl R. Desenberg Spencer Fane LLP 1 N. Brentwood Blvd., Ste. 1000 St. Louis, MO 63105

Any such notice or other communication shall be deemed given on the earliest to occur of the following (a) the first business day following the day sent by United States express mail, postage prepaid, return receipt requested; (b) on the first business day following the day sent by an overnight carrier service that operates on a nationwide basis; (c) on the third business day

following the day sent by United States certified mail, postage prepaid, return receipt requested; or (d) on the date delivered by hand to the address above or sent by facsimile or email, whether or not actually received by the person to whom directed, provided, however, if sent by fax or email, a copy shall also be sent by one of the other above described methods. From time to time either party may designate another address within the continental United States for purposes of this Agreement by giving the other party not less than ten (10) days advance written notice of such change of address in accordance with the provisions of this Section.

16. General Provisions.

(a) *Headings.* The headings in this Easement Agreement are used as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Easement Agreement or in any way affect its terms.

(b) *No Limitation of Remedies.* The rights and remedies contained in this Easement Agreement and reserved to the owners, assigns, and successors, except as otherwise provided in this Easement Agreement, shall not be exclusive of any other right or remedy, but shall be cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power, or remedy or be construed as a waiver of any default or nonperformance or as acquiescence in such delay or omission.

(c) *Document Modification and Cancellation.* This Easement Agreement may be modified or canceled only by written agreement executed by the owner(s) of Hershey's Property, the Ramp Easement Area, and the Encroachment Easements Areas.

(d) *Severability.* If any term or provision of this Easement Agreement or the application of it to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and each term and provision of this Easement Agreement shall be valid and shall be enforced to the extent permitted by law.

(e) *Legal Fees.* In the event of any litigation or arbitration proceedings between the parties in connection with this Easement Agreement, the prevailing party shall be entitled to recover its legal fees and expenses, including attorney's fees and expenses and court costs, including any such costs incurred in connection with appeals, in connection with any such proceeding.

(f) *Governing Law.* This Easement Agreement is entered into in the State of Iowa and shall be construed, enforced, and governed, as to both validity and performance, in accordance with the laws of the State of Iowa and all of the rights and obligations of the parties hereunder shall be determined in pursuant to the laws of the State of Iowa.

(g) *Recording of Easement Agreement.* This Easement Agreement shall be recorded, at Hershey's expense, in the Office of the County Recorder of Muscatine County, Iowa.

(h) *Integration of Agreements.* This Easement Agreement, when executed, shall constitute the entire agreement between the parties in respect of the subject matter hereof and the parties shall not be bound by any oral or written discussions, negotiations, correspondence, terms, or conditions not contained herein.

(i) *Execution in Counterpart.* This Easement Agreement may be executed in any number of counterparts. Each such executed counterpart shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidenced by any such executed counterpart.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, Hershey has caused this Ramp and Encroachments Easement Agreement to be executed as of the Effective Date.

HERSHEY:

HERSHEY PROPERTY, LLC, an Iowa limited liability company

By: _____
Name
:
Title: _____

STATE OF IOWA, COUNTY OF MUSCATINE, ss.

This instrument was acknowledged before me on _____,
2019 by _____, as _____
of Hershey Property, LLC, an Iowa limited liability company.

Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, the City has caused this Ramp and Encroachments Easement Agreement to be executed as of the Effective Date.

CITY:

CITY OF MUSCATINE, IOWA, a body corporate of the State of Iowa

By: _____
Name
:
Title: _____

STATE OF IOWA, COUNTY OF MUSCATINE, ss.

This instrument was acknowledged before me on _____,
2019 by _____, as _____
of the City of Muscatine, Iowa, a body corporate of the State of Iowa.

Notary Public in and for the State of Iowa

EXHIBIT A

Hershey's Property

Lots 6 and 7 in Block 33 of the City of Muscatine in Muscatine County, Iowa.

LEGEND

- SET P.K. NAIL W/AGGER
- ⊗ SET 'X' IN CONCRETE
- (R) R DENOTES RECORDED DATA IF OTHER THAN ACTUAL FIELD MEASUREMENT

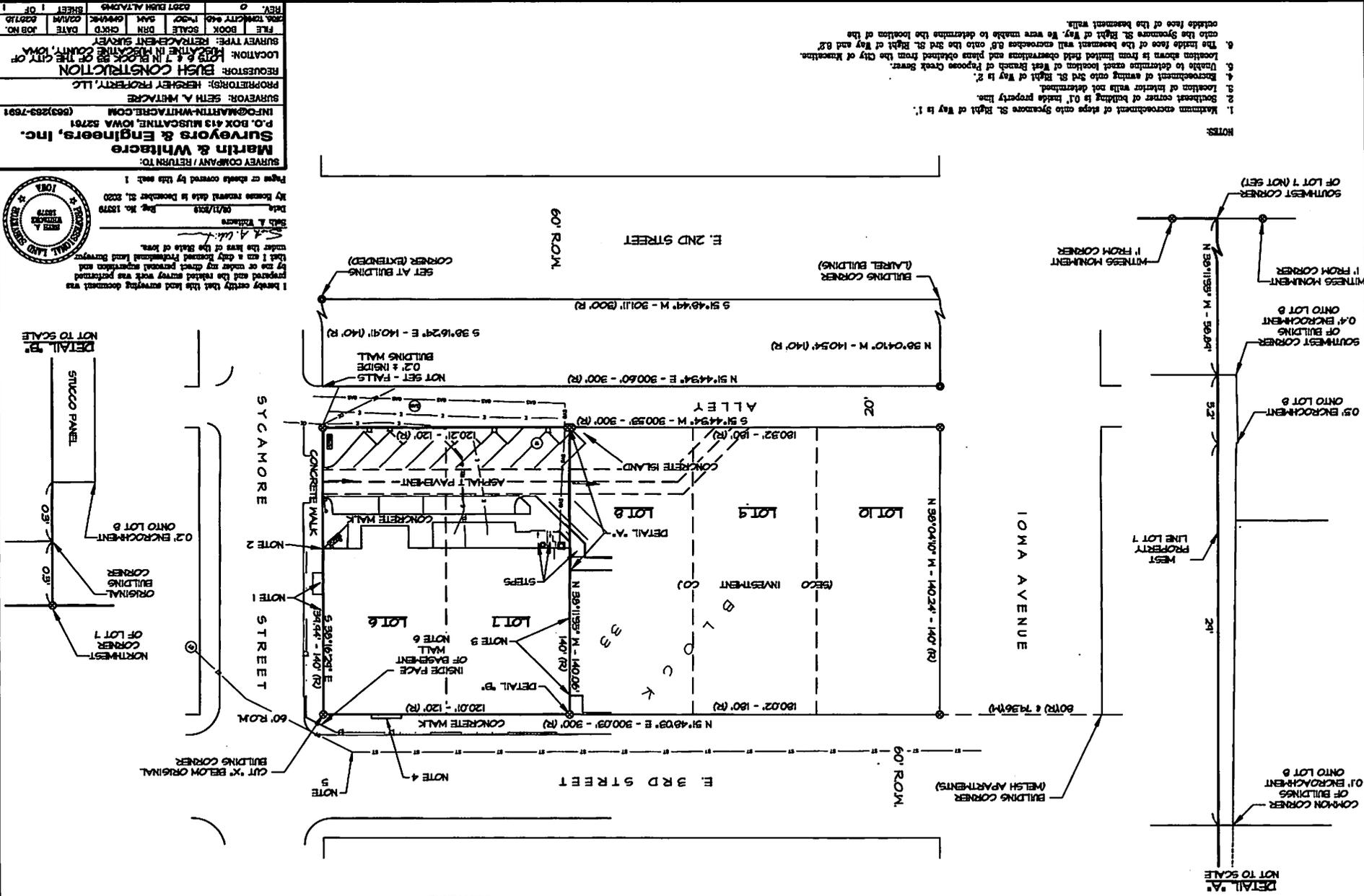
LAND DESCRIPTION - INST. # 2018-08025
 LOTS 6 & 7 IN BLOCK 33 OF THE CITY OF
 MUSCATINE IN MUSCATINE COUNTY, IOWA.



BASIS OF BEARINGS
 IOWA STATE PLANE
 COORDINATE SYSTEM
 SOUTH ZONE



Inst. Number 2019-00579
 Recorded: 2/11/2019 at 3:25:30.00 PM
 County Recording Fee: \$7.00
 Iowa E-filing Fee: \$3.00
 Combined Fee: \$10.00
 Revenue Tax:
 Search in Recorder - Recorder
 Muscatine County, Iowa



- NOTES:**
1. Maximum encroachment of steps onto Spencore St. Right of Way is 1'.
 2. Southwest corner of building is 0.1' inside property line.
 3. Location of interior walls not determined.
 4. Encroachment of awning onto 3rd St. Right of Way is 2'.
 5. Unable to determine exact location of West Branch of Pappose Creek Street.
 6. Location shown is from limited field observations and plans obtained from the City of Muscatine.
 7. The inside face of the basement wall encroaches 0.6' onto the 3rd St. Right of Way and 0.5' outside face of the basement walls.

Martin & Whitacre
 Surveyors & Engineers, Inc.
 P.O. BOX 413 MUSCATINE, IOWA 52761
 INFO@MARTIN-WHITACRE.COM (563)283-7891
 SURVEYOR: SETH A. WHITACRE
 PROPRIETOR(S): HERBERT PROPERTY, LLC
 REQUESTOR: BUSH CONSTRUCTION
 LOCATION: LOTS 6 & 7 IN BLOCK 33 OF THE CITY OF MUSCATINE IN MUSCATINE COUNTY, IOWA
 SURVEY TYPE: RETRACEMENT SURVEY
 FILE NO. 2019-00579
 BOOK 1937
 SCALE 1/4" = 10'-0"
 DATE 02/11/2019
 JOB NO. 220710
 REV. 0
 2021 BUSH ATTACHES SHEET 1 OF 1

SURVEY COMPANY / RETURN TO:
 SURVEYOR: SETH A. WHITACRE
 DATE: 02/11/2019 Reg. No. 15719
 My license renewal date is December 31, 2020
 SETH A. WHITACRE
 I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.



Pages or blocks covered by this seal: 1
 SURVEY COMPANY / RETURN TO:
 SURVEYOR: SETH A. WHITACRE
 DATE: 02/11/2019 Reg. No. 15719
 My license renewal date is December 31, 2020
 SETH A. WHITACRE
 I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

