

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

RESOLUTION NO. _____

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

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

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

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

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

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

1. The Application of Annexation of the real estate described in the attached **Exhibit C and D** is approved.
2. The annexed real estate shall be and become part of the City of Muscatine, Iowa, upon receipt of acknowledgement by the Secretary of State for the State of Iowa that it has received the attached map, resolution, and a certificate by the City Clerk that copies of the attached map and this resolution have been filed with the Muscatine County Recorder and the Secretary of State and that copies of this resolution and attached map and legal description have been filed with the Iowa Department of Transportation.
3. The City Clerk shall cause this Resolution and the Exhibits attached hereto to be filed with the Secretary of State, the Muscatine County Recorder, and the Iowa Department of Transportation as required as required by Iowa Code 368.7

PASSED, APPROVED AND ADOPTED this 3rd day of January, 2013.

BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA

DeWayne M. Hopkins, Mayor

Attest:

Gregg Mandsager, City Clerk

Exhibit A Voluntary Annexation– Ripley's Mobile Home Park and Areas Located Along the Extension of the Mad Creek Sewer (Western Portion)

Legal Description of Real Estate Being Annexed

Beginning at the Southwest corner of Hoag Subdivision of Muscatine County, Iowa, thence North 67°53'31" East 146.81 feet along the South line of said subdivision; thence North 00° 00'00" East 673.07 feet to the South line of Cinrox Estates Subdivision; thence North 89°42' East to the Southeast corner of Cinrox Estates Subdivision, thence Easterly along the South line of Rolling Acres Part 2 Subdivision to the Southeast corner of Rolling Acres Part 2 Subdivision; thence Northeasterly along the East line of Rolling Acres Part 2 Subdivision which is contiguous with the former right of way of the Wilton branch of the Chicago, Rock Island, and Pacific Railway to the Northeast corner of Rolling Acres Part 2 Subdivision; thence continuing Northeasterly along the former right of way of the Wilton branch of the Chicago, Rock Island, and Pacific Railway to an intersection with the South right of way line of 180th Street; thence Easterly along the South right of way line of 180th Street to an intersection with West line of Section 18, Township 77 North, Range 1 West of the Fifth Principal Meridian; in Muscatine County, Iowa; thence North along the West line to the Northwest corner of said section; thence East 1,317' 10" along the North line of said section; thence South 1,350 feet; thence East 332' 8" to an intersection with the West line of the City of Muscatine Annexation shown in Document No. 2009-03953; thence South along the West line of said annexation to the Southwest corner of said annexation; thence West along the North line of the City of Muscatine Annexation shown in Document No. 2009-03952 to the intersection with the East line of Section 13, Township 77 North, Range 2 West of the Fifth Principal Meridian; in Muscatine County, Iowa; thence South along the East line of said section to the Northeast corner of the City of Muscatine Annexation recorded in Book No. 298, Page 1177; thence north 79° 15' 02" west 1,364.54 feet; thence South 00° 00' 47" East 819.13 feet to the North line of Section 24; thence West along said North line of Section 24, Township 77 North, Range 2 West of the Fifth Principal Meridian; in Muscatine County, Iowa to a line 102.00 feet East of the South 1/4 corner of Section 13; thence North 00° 29' 48" West along said line 537.97 feet; thence South 89° 30' 12" West 1,139.05 feet to the East right-of-way line of relocated Highway #38; thence North along the East right-of-way line of relocated Highway #38 to the point of beginning. All referenced documents have been recorded in the Office of the Muscatine County Recorder.

Exhibit B

Voluntary Annexation– Ripley's Mobile Home Park and Areas Located Along the Extension of the Mad Creek Sewer (Western Portion)

Map Showing the Relationship of the Territory to be Annexed to

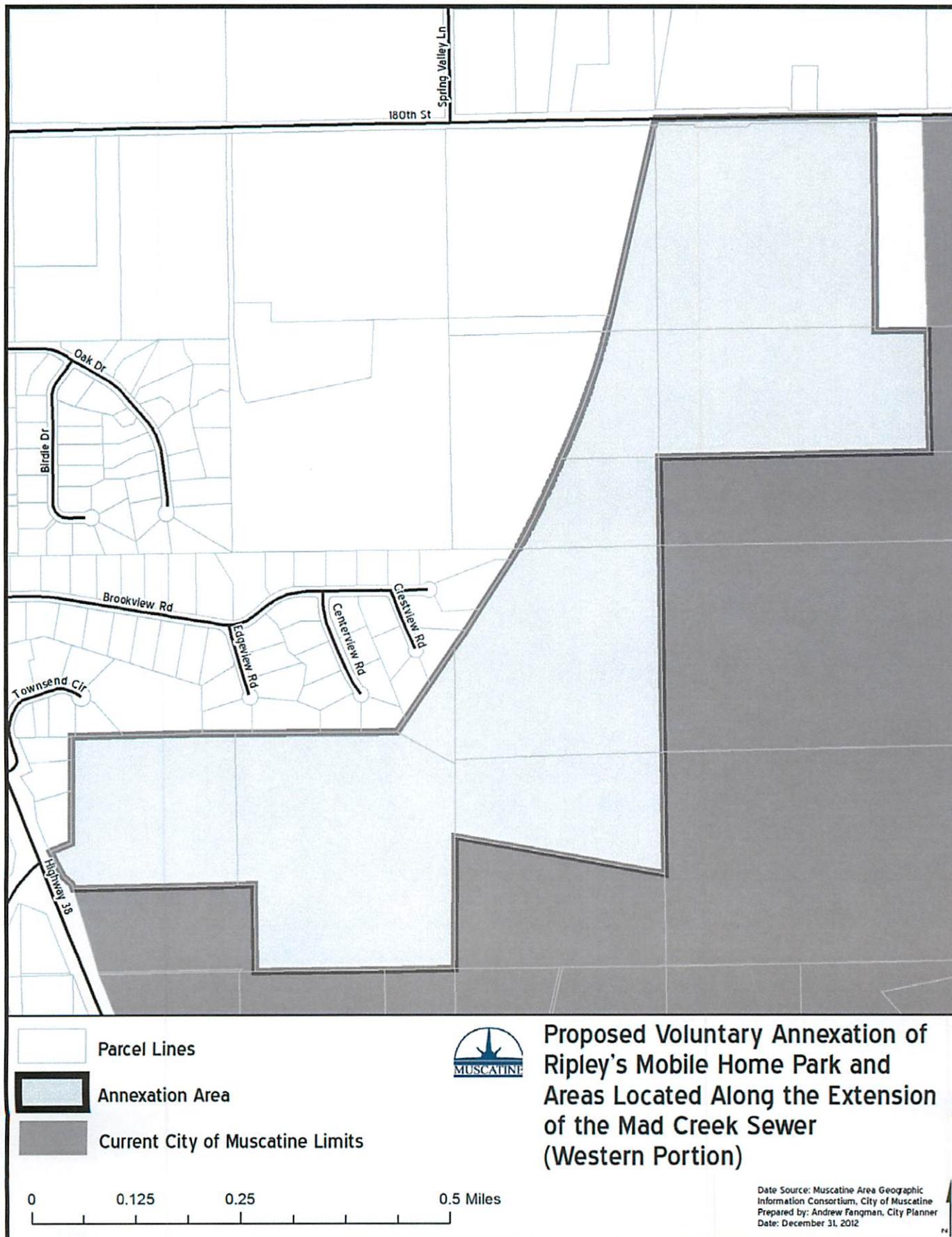


Exhibit C

Voluntary Annexation– Ripley's Mobile Home Park and Areas Located
Along the Extension of the Mad Creek Sewer (Western Portion)

Voluntary Annexation Application-Hoag Family

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 6th day of September 2012, by and between Ralph E. Hoag (aka Ralph Hoag) and Walter E. or Joyce M Hoag (Owner) and the City of Muscatine, Iowa (City).

WHEREAS, the City wishes to acquire temporary and permanent easements (Easement Area) to certain real estate of the Owner for the extension of sanitary sewer services only, as described and shown on the attached Exhibit A: Permanent Sanitary Sewer Easement; and by this reference made a part hereof; and

WHEREAS, the City also wishes to induce the Owner to voluntarily agree to an annexation into the City of the following parcels belonging to them and located in Section 13, Township 77, Range 2W, 0813376012 and 0813451003, as wholly or partially shown or described in the attachment; and

WHEREAS the Owner wishes to receive certain considerations as conditions to such voluntary annexation and easements;

NOW, THEREFORE, it is hereby agreed by and between the Owner and the City as follows:

1. The Owner agrees to cooperate in a voluntary annexation of property, as described in the attachment and/or this memorandum, into the City.
2. The Owner also grants to the City all Easements necessary for a sanitary sewer extension only to the Clearview (Ripley) Mobile Home Park; limited to the area described and located as the Easement Area, as described in the attachment hereto attached and by this reference made a part hereof.
3. The City shall coordinate with the Owner; and at no cost to the Owner; gating and fencing in order to protect cattle and enhance grazing opportunities during construction; and provide adequate access to the City for future maintenance needs. All sites shall be designated by the Owner upon consultation and acceptance by the city engineer.
4. The City shall pay the sum of \$10,000.00 in return for such Easements, provided the Owners agree to the voluntary annexation as described.
5. This Agreement shall be binding upon and shall inure to the benefit of the City, the City's successors interest, legal representatives and assigns, subject to the limits previously identified in this agreement or subject to state law and regulations.

Signed this 6th day of September 2012

Ralph E. Hoag
Ralph E. Hoag (aka Ralph Hoag) - Owner

DeWayne M. Hopkins
DeWayne M. Hopkins - Mayor (City of Muscatine)

Walter E. Hoag
Walter E. Hoag - Owner

Attest:
Gregg Mandager
Gregg Mandager, Clerk (City of Muscatine)

Joyce M. Hoag
Joyce M. Hoag - Owner



Exhibit D

Voluntary Annexation– Ripley's Mobile Home Park and Areas Located
Along the Extension of the Mad Creek Sewer (Western Portion)

Voluntary Annexation Application–Robert Peterson

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 16th day of September 2012, by and between Robert Petersen (Owner) and the City of Muscatine, Iowa (City).

WHEREAS, the City wishes to acquire temporary and permanent easements (Easement Area) to certain real estate of the Owner for the extension of sanitary sewer services only, as described and shown on the attached Exhibit A: Permanent Sanitary Sewer Easement; and by this reference made a part hereof; and

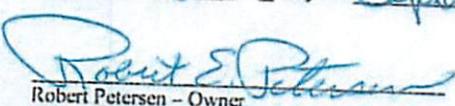
WHEREAS, the City also wishes to induce the Owner to voluntarily agree to an annexation into the City of all the parcels belonging to him in Section 13, Township 77, Range 2W; and Section 18, Township 77, Range 1W as wholly or partially shown or described in the attachment; and

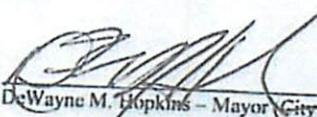
WHEREAS the Owner wishes to receive certain considerations as conditions to such voluntary annexation and easements;

NOW, THEREFORE, it is hereby agreed by and between the Owner and the City as follows:

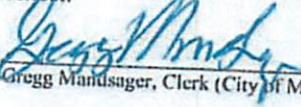
1. The Owner agrees to cooperate in a voluntary annexation of property, as described in the attachment and/or this memorandum, into the City.
2. The Owner also grants to the City all Easements necessary for a sanitary sewer extension only to the Clearview (Ripley) Mobile Home Park; limited to the area described and located as the Easement Area, as described in the attachment hereto attached and by this reference made a part hereof.
3. The City agrees that it shall permit Robert Petersen, his children, grandchildren and other members of their immediate households to hunt on all land annexed into the City, provided the Owner and all individuals comply with all state hunting and other laws and regulations that shall apply; and provided the amount of ground available for hunting is at least 50 contiguous acres in size.
4. The City shall provide, at no cost to the Owner, two low-water stream crossing sites; and, if necessary to prevent trespassing and allow the City access, a gated entrance at one site. All sites shall be designated by the Owner upon consultation and acceptance by the city engineer.
5. The City shall pay the sum of \$30,000.00 in return for such Easements, provided the Owners agree to the voluntary annexation as described.
6. This Agreement shall be binding upon and shall inure to the benefit of the City, the City's successors interest, legal representatives and assigns, subject to the limits previously identified in this agreement or subject to state law and regulations.

Signed this 16th day of September 2012

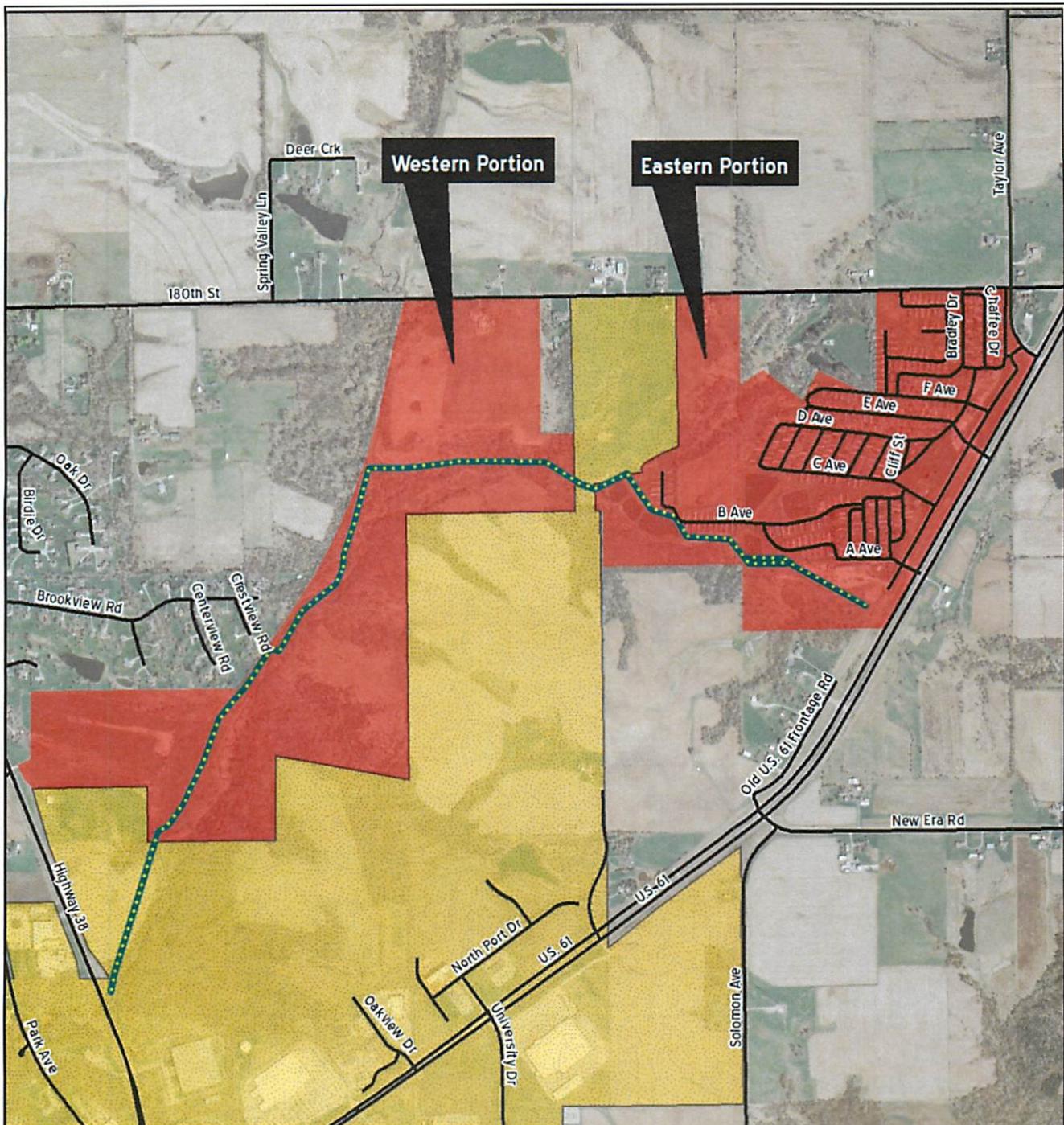

Robert Petersen – Owner


DeWayne M. Hopkins – Mayor (City of Muscatine)

Attest:


Gregg Mandager, Clerk (City of Muscatine)





Sewer Line Extension



Current City Limits



Area Proposed For Annexation



Ripley's Mobile Home Park
and Areas Located Along the
Extension of the Mad Creek Sewer

0 0.125 0.25 0.5 Miles

Date Source: Muscatine Area Geographic
Information Consortium, City of Muscatine
Prepared by: Andrew Fangman, City Planner
Date: December 31, 2012