Prepared by and return to: Erek P. Sittig, 321 E Market St, PO Box 2150, Iowa City, IA 52244, (319) 354-1104

DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME

PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA

FOR

CARDINAL HEIGHTS CONDOMINIUMS

DECLARANT:

IC Grove East, LLC

DECLARANT'S ATTORNEY:

Erek P. Sittig
321 E Market St
PO Box 2150
Iowa City, Iowa 52244

DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL REGIME ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES

This Declaration of Submission of Property to the Horizontal Property Regime established by Chapter 499B, The Code of Iowa, is made and executed upon the date set out below, by IC Grove East, LLC, hereafter collectively referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the Owner of certain real property located in Iowa City, Johnson County, Iowa, legally described as follows:

Lots 1-11 and Outlot A, Cardinal Heights Part One, Iowa City, Iowa, according to the plat thereof recorded in Book 66, Page 228, Plat Records of Johnson County, Iowa;

And

Lots 12-23 and Outlot A, Cardinal Heights Part Two, Iowa City, Iowa, according to the plat thereof recorded in Book 66, Page 227, Plat Records of Johnson County, Iowa;

and,

WHEREAS, Declarant is the Owner of improvements built, or to be built, upon the real property described above and it is the desire and the intention of Declarant to divide the project into Condominiums, to sell and convey the Condominium Units to various purchasers pursuant to the provisions of the Horizontal Property Act, and to impose upon said property mutually beneficial restrictions, covenants, and conditions; and,

WHEREAS, Declarant desires and intends to submit all of the above-described property and the buildings and improvements constructed thereon, together with all appurtenances, to the provisions of the Horizontal Property Act as a Condominium project.

NOW, THEREFORE, Declarant hereby publishes and declares that all property described above is held and shall be held and conveyed subject to the following covenants, conditions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into Condominiums, and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements and their grantees, successors, and assigns.

ARTICLE I
A. Definitions

1. **Association.** The term "Association" means the same as the "Council of Co-Owners" as defined herein and refers to Cardinal Heights Owners Association and its successors.

2. **Building.** The term "Building" shall mean the structural improvements located on the land, forming part of the real estate and containing units as more particularly described in Exhibit B and in Paragraph 2 of Article II of this Declaration.

3. **Code of Iowa.** The term "Code of Iowa" and references to Chapters or Sections thereof shall be the statutes in effect at the time of execution of this Declaration, as from time to time amended or renumbered.

4. **Condominium.** The term "Condominium" means the entire estate in the real property owned by an Owner, consisting of an undivided interest in the Common Elements and Ownership of a separate interest in a Unit.

5. **Condominium Documents** The term "Condominium Documents" means this Declaration, all exhibits attached hereto, including the Bylaws of the Association, and any amendments thereto.

6. **Council of Co-Owners.** The term "Council of Co-Owners" means all the Owners of the Buildings and is otherwise known and synonymous with the term "Association" and/or "Homeowners Association."

7. **Declarant.** The term "Declarant" shall mean IC Grove East, LLC, the maker of this Declaration.

8. **Declaration.** The term "Declaration" shall mean this instrument by which Cardinal Heights Condominiums is established as provided under the Horizontal Property Act.

9. **Duplex Units.** The term "Duplex Units" means the Units located on Buildings 1-10 and 12-23. These Units are more specifically described and designated on Exhibit A.

10. **Garage.** The term "Garage" means a portion of a structure abutting a driveway and intended for, but not limited to the storage of an automobile.

11. **General Common Elements.** The term "General Common Elements" shall have the meaning as defined in Article IV of this Declaration.

12. **General Specifications.** The term "General Specifications" means the attached schedule of materials, components, fixtures, and construction details and labeled as such.

13. **Incorporation.** Exhibits attached hereto and referred to herein are hereby made a part hereof with the same force and effect as other provisions of this document.

14. **Limited Common Elements.** The term "Limited Common Elements" shall have the meaning as defined in Article V of this Declaration.

15. **Owner.** The term "Owner" means any person with an Ownership interest in a Unit in the project.

16. **Plural and Gender.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

17. **Project.** The term "Project" shall mean the entire parcel of real property referred to in this Declaration to be divided into Condominiums, including all structures thereon.

18. **Regime.** The term Regime means the legal structure for Condominiums as provided for in Chapter 499B of the Code of Iowa.

19. **Severability.** The invalidity of any covenant, restriction, agreement, undertaking, or other provisions of any Condominium document shall not affect the validity of the remaining portions thereof.

20. **Unit.** The term "Unit" shall mean one or more rooms occupying all or part of a floor or floors intended for use as a residence and not owned in common with other Owners in the Regime. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and includes the portions of the Building so described and the air space so encompassed.

20. **4-Plex Units.** The term "4-Plex Units" means the Units in Building 11-1. These Units are more specifically described and designated on Exhibit A.

21. **30-Plex Units.** The term "30-Plex Units" means the Units in Building 11-2. These Units are more specifically described and designated on Exhibit A.

B. Development Phases

1. **General.** The project is being developed in phases. Buildings 1 through 10 and 12 through 23, each with two Units, shall be constructed. Building 11-1, with four Units, shall be constructed. Building 11-2, with 30 Units, shall be constructed. This Declaration shall apply to and be binding upon all Buildings including all 78 Units subject to the special provisions in this Article.

2. **Special Provisions.**

(a) Assessments for maintenance and expenses to the two outlots included in the Regime shall begin immediately for each Unit. No other assessments for maintenance or other Association expenses

shall be made against a Unit until such time as a certificate of occupancy has been issued for that Unit by the City of Iowa City, Iowa.

(b) Each Building shall be constructed substantially in the same manner as shown by the Building plans and the General Specifications. Declarant reserves the right to file an amended Exhibit B to show the correct location of all Buildings and such amended Exhibit B need not be approved by the Owners of any Condominium Units within the Regime. Declarant may change the designation of a Unit prior to the Unit being conveyed to another party, without the approval of any Owners or the Association.

(c) Further, Declarant reserves the right to complete said Buildings substantially according to said plans and may deviate from the plans to the extent of the construction within each Unit and file amended plans (Exhibit C) after construction has been completed, all without obtaining the approval of any Owners of Units in this Condominium Regime.

(d) Declarant reserves the right to add additional property and Buildings to this Condominium Regime as Declarant, in its sole discretion, deems appropriate, without obtaining the approval of any Owners of Units in this Condominium Regime. In order to add property and Buildings, Declarant shall file with the Johnson County Recorder an annexation document including the legal description of the property, a revised site plan, building plans, and all other documents necessary to identify the property and buildings so added, and to reallocate interests in common elements and each owner's share of common expenses, as appropriate.

(e) Declarant reserves the right to vary the construction of Buildings 11-1 and 11-2 from the description stated herein, without the approval of any Owners of Units in this Condominium Regime. In order to vary the construction, Declarant shall file with the Johnson County Recorder an amendment describing the buildings to be constructed on Lot 11, Cardinal Heights Part One and providing general specifications, building plans, unit designations, and a revised schedule of percentage ownership in common elements and pro rata shares of expenses to reflect the changes.

ARTICLE II
Description of Land, Buildings and Units

1. **Description of Land.** The land submitted to this Regime abuts Camp Cardinal Boulevard, Maclan Court, Maclan Circle, and Deer Creek Road, Iowa City, Iowa. The exact legal description is as follows:

Lots 1-11 and Outlot A, Cardinal Heights Part One, Iowa City, Iowa, according to the plat thereof recorded in Book 66, Page 228, Plat Records of Johnson County, Iowa;

And

Lots 12-23 and Outlot A, Cardinal Heights Part Two, Iowa City, Iowa, according to the plat thereof recorded in Book 66, Page 227, Plat Records of Johnson County, Iowa.

2. **Description of Buildings.** The Condominium Regime consists of 24 Buildings, 22 of which contain two units, one of which contains four units, and one of which contains 30 units. The Buildings have been or will be constructed to the General Specifications attached.

3. **Description of the Units.** Annexed hereto and made a part hereof as Exhibit A is a list of all Units in each Building, their Unit designations, percentage interest of each Unit in the common elements, number of votes per Unit in the Association, pro rata share of common expenses for the entire Regime, and pro rata share of common expenses for their class of Building/Unit. Annexed hereto and made a part hereof as Exhibit B, is a site plan showing the location of the Buildings and the Limited Common Elements to which each Unit has immediate access. Annexed hereto and made a part hereof as Exhibit C are the Building plans for the Buildings which, together with the definition of the term "Unit" in Article I, show the dimensions of each Unit.

ARTICLE III
Ownership Interests

1. **Exclusive Ownership and Possession by Owner.** Each Owner shall be entitled to exclusive Ownership and possession of the Unit. Each Owner shall be entitled to an undivided interest in the Common Elements in the fractional interest expressed in Exhibit A of this Declaration. The fractional interest of each Owner in the Common Elements as expressed in Exhibit A shall have a permanent character and shall not be altered without the consent of all Owners expressed in an amended declaration duly recorded, except as otherwise allowed under the provisions of this Declaration. The fractional interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

An Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, ceiling, windows, and doors bounding the Unit, nor shall the Owner be deemed to own the utilities running through the Unit which are utilized for or serve more than one Unit, except as a fractional interest in the Common Elements. An Owner, however, shall have the exclusive right to paint, re-paint, tile, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding their Unit.

2. **Appurtenances.** There shall pass with the Ownership of each Unit as a part thereof, whether or not separately described, all appurtenances to such Unit and no part of the appurtenant interest of any Unit may be sold, transferred, or otherwise disposed of, except in connection with the sale, transfer, or other disposition of such Unit itself or of all Units in the Regime.

3. **Undivided Fractional Interest.** An undivided interest in the land and other common elements of the Regime, regardless of whether such elements are General or Limited Common Elements, shall be appurtenant to each Unit. The amount of such undivided interest appurtenant to each Unit is that fraction as set forth in Exhibit A. The undivided interests shall be spread equally between all Units and no Unit shall have a larger interest than another Unit.

4. **General Common Elements.** Appurtenant to each Unit shall be a right to use and enjoy the General Common Elements.

5. **Limited Common Elements.** The exclusive use by Owners of the Limited Common Elements shall be deemed an appurtenance of the Unit or Units for which said elements are reserved, provided such use and enjoyment shall be limited to the uses permitted by this Declaration and other Condominium documents.

6. **Association Membership and Voting Rights.** Appurtenant to each Unit shall be membership in the Association and one vote in the affairs of the Association and of the Regime, provided, however, that the exercise of such voting and membership rights shall be subject to the applicable provisions of the Bylaws of the Association and of the other Condominium documents. The action of such Association shall be deemed the action of the Owners, and such action, when taken in accordance with the Bylaws of the Association and this Declaration, shall be final and conclusive upon all Unit Owners.

7. **Cross Easements.** Appurtenant to each Unit shall be easements from each Unit Owner to each other Unit Owner and to the Association and from the Association to the respective Unit Owners as follows:

(a) For ingress and egress through the common areas and for maintenance, repair, and replacement as authorized;

(b) Through the Units and Common Elements for maintenance, repair, and replacement, or for reconstruction, of common elements, but access to Units shall be only during reasonable hours, except in case of emergency;

(c) Every portion of a Unit contributing to the support of a Building is burdened with an easement of such support for the benefit of all such other Units;

(d) Through the Units and common areas for conduits, ducts, plumbing, wiring, and other facilities, for the furnishing of utility or other services to the other Units in the common areas.

ARTICLE IV
General Common Elements

1. **Definitions:** General Common Elements shall include all portions of the project (land and improvements thereon) not included within any Unit, except such portions of the project which are defined as Limited Common Elements in the following Article. The General Common Elements also include, but are not limited to, the following:

(a) Outlot A in Cardinal Heights Part One and Outlot A in Cardinal Heights Part Two.

(b) The foundations and exterior walls of each Unit and of the Buildings, ceilings, roofs, communication ways, and, in general, all devices or installations existing for common use, except as limited in the next Article.

(c) Installations for public utilities, including electric, gas, telephone, communication cable, and cold water for common use.

(d) Greens, plantings, and walks.

ARTICLE V
Limited Common Elements

1. **Definition.** The term "Limited Common Elements" shall mean, and such elements shall consist of, those common elements which are reserved for the use of one or more Units by this Article and amendments hereto, and such reservations shall be to the exclusion of all other Units.

2. **Reservation.** The following common elements are reserved and shall constitute the Limited Common Elements:

(a) All exterior walls of a Building, all walls and partitions segregating Units from other Units, interior load-bearing walls and all other elements which are structural to a Unit are reserved for that Unit (or Units where partitions separate two Units contained in a Building).

(b) Any patio, screened porch, or deck adjoining a Unit (sometimes referred to as a balcony herein or in the Exhibits), if any, as well as a three-foot area immediately adjacent thereto, on which gas grills or related equipment may be installed.

(c) Mailboxes designated to a particular Unit.

(d) That part of all sewer, water, electrical, gas, telephone, communication cable, and other utility or service lines, wiring, ducts, conduits, piping, facilities, systems, fixtures, and attachments serving just one Unit and located entirely within that Unit.

(e) The air conditioner pads, compressors, and equipment appurtenant to each Unit.

(f) Any driveways immediately appurtenant to each Unit.

(g) All exterior doors and windows.

(h) The platted lot upon which each Unit is located shall be a Limited Common Element for all Units located thereon.

(i) The foundations and exterior walls, ceilings, roofs, communication ways, and, in general, all devices or installations existing for common use by only some Units shall be Limited Common Elements of those Units.

(j) Installations for public utilities, including electric, gas, telephone, communication cable, and cold water existing for common use by only some Units shall be Limited Common Elements of those Units.

(k) Greens, plantings, and walks on a platted lot shall be Limited Common Elements for all Units located thereon.

(l) For the Duplex Lots, the Association may grant a Unit Owner's request to assign a portion of the common area near their unit as a Limited Common Element appurtenant to that Unit for use as a garden, patio, hot tub, playset, fence, or other similar use.

3. **Exception.** Notwithstanding the reservations made by this Article, the design of the Buildings and the integrity and appearance of the Regime as a whole are the common interests of all Owners and, as such, shall remain a part of the General Common Elements.

4. **Rights of Association.** The reservation of the Limited Common Elements herein shall not limit any right the Association and its agents may otherwise have to alter such Limited Common Elements or enter upon such Limited Common Elements.

ARTICLE VI
Declarant's Reserved Rights and Powers

1. **Declarant's Activities.** Declarant is irrevocably and perpetually empowered, notwithstanding any use, restriction, or other provision hereof to the contrary, to sell, lease, or rent Units to any person and shall have the right to transact on the Condominium property any business relating to construction, repair, remodeling, sale, lease, or rental of Units, including but not limited to, the right to maintain signs, employees, independent contractors, and equipment and materials on the premises, to use common elements (general and limited), and to show Units. All signs and all items and equipment pertaining to sales or rentals or construction in any Unit furnished by Declarant for sales purposes shall not be considered common elements and shall remain Declarant's separate property. Declarant retains the right to be and remain the Owner of completed but unsold Units under the same terms and conditions as other Owners, including membership in the Association, save for its right to sell, rent, or lease.

2. **Easements.** Declarant expressly reserves perpetual easements for ingress, egress, and utility purposes as may be required across and under the land submitted hereby.

3. **Designation of Association Directors.** Declarant shall have the right to name all members of the Board of Directors of the Association until the first annual members meeting of the Association, which shall be held as provided for in the Bylaws. Thereafter, the Board of Directors shall be selected in the manner specified in the Bylaws of the Association.

ARTICLE VII
Management of The Regime

1. **Association; Council of Co-Owners.** The operation of the Condominium shall be by a non-profit membership corporation organized and existing under Chapter 504, Code of Iowa. The name of the Association shall be Cardinal Heights Owners Association. Copies of its Articles of Incorporation and Bylaws are attached hereto as Exhibits D and E, respectively. Whenever a vote or other action of Unit Owners as a group is required the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the Owners or the Council of Co-Owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa.

2. **Compliance.** All Owners, tenants, families, guests, and other persons using or occupying the Regime shall be bound by and shall strictly comply with the provisions of the Bylaws of the Association and applicable provisions of other Condominium documents, and all agreements, regulations, and determinations lawfully made by the Association and its directors, officers, or agents shall be binding on all such Owners and other persons. A failure to comply with the Bylaws or the provisions of the other Condominium documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any Owner as applicable and any mandatory or other injunctive relief without waiving either remedy.

3. **Power of Association.** Each Owner agrees that the Association has and shall exercise all powers, rights, and authority granted unto it, the Council of Co-Owners and the Owners as a group by Chapters 499B and 504 of the Code of Iowa, and such as are more particularly set forth in the Condominium Documents, including but not limited to the making of assessments chargeable to Owners and the creation of a lien on Units thereof, and acquiring a Unit at foreclosure sale and holding, leasing, mortgaging, or conveying the same. Each Owner hereby waives any rights to delay or prevent such foreclosure by the Association, which they may have by reason of a homestead exemption.

4. **Partition.** All Unit Owners shall be deemed to have waived all rights of partition, if any, in connection with the acquisition of their Unit.

5. **Membership, Voting Rights.** The members of the Association shall consist of all of the record Owners of Units. Change of membership in the Association shall be established by recording in the public records of Johnson County, Iowa, a deed or other instrument establishing record title to a Unit in the Condominium. The membership of the prior Owner shall be thereby terminated. The owners of each Unit, collectively, shall be entitled to cast one vote regarding Association business.

6. **Restraint upon Assignment.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Unit.

7. **Board of Directors.** The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided in the Bylaws. The Board may employ a

manager or managerial service company and delegate various responsibilities to such person as more particularly described in the Bylaws. The management fee shall be an Association expense.

8. Discharge of Liability. All Owners shall promptly discharge any lien which may hereafter be filed against their Unit.

9. Limitation of Association's Liability. The Association shall not be liable for any injury or damage to property, whatsoever, unless caused by the willful misconduct or gross negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements of the common elements or from any action taken to comply with any law, ordinance, or orders of a government authority.

10. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of their being or having been a director or officer of the Association, or any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties; provided that, in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

11. Agent to Receive Service of Process. The following person, who is a resident of the State of Iowa, is designated as the initial agent to receive service of process upon the Association:

Name	Address
Erek P. Sittig	321 E Market St PO Box 2150 Iowa City, IA 52244

ARTICLE VIII
Maintenance, Alteration, and Improvement

1. Definitions. Certain terms used in this Article shall have a meaning as follows, provided any dispute over the characterization of work within one of the following meanings shall be conclusively decided by the Board of Directors of the Association.

(a) "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding, and similar work necessary to preserve a Unit or the property in its original condition as completed.

(b) "Improvement" shall mean the addition of a new structure, element, or facility, other than a structure, element, or facility otherwise provided for by this Declaration or any Amendment to this Declaration.

2. Maintenance by Association.

(a) The Association shall maintain all common elements, whether limited or general, and shall make assessments therefor as a common expense, except where maintenance has been specifically made the responsibility of each Unit. Each class of Units shall be responsible for costs related to common elements as follows:

(1) The costs of maintenance and repair of Outlot A or Cardinal Heights Part One and Outlot A of Cardinal Heights Part Two shall be allocated 1.64% to the Owner of each Duplex Unit, 0.94% to the Owner of each 4-Plex unit, and 0.80% to the Owner of each 30-Plex Unit.

(2) The costs of mowing, sidewalk repair, and snow removal on Lot A, the costs of lawn care, landscaping, and snow removal on lots where Duplex Units are located, and the costs of maintenance, repair, and replacement of exterior components of Duplex Units shall be shared equally by all Owners of Duplex Units.

(3) The costs of mowing, concrete repair, and snow removal on Lot 11 shall be allocated 2.67% to the Owner of each 30-Plex Unit and 5.00% to the Owner of each 4-Plex Unit.

(4) The costs of maintenance, repair, and replacement of exterior components, common utilities, common areas of the building that houses the 30-Plex units, and any retaining wall supporting the 30-Plex Units shall be allocated equally to all Owners of 30-Plex Units.

(5) The costs of maintenance, repair, and replacement of exterior components, common utilities, and common areas of the building that houses the 4-Plex Units shall be shared equally between all Owners of 4-Plex Units.

(6) Mailboxes for Duplex Units and 4-Plex Units will be placed within Lot A. The costs to maintain, repair, or replace such mailboxes shall be shared equally by all Owners of Duplex Units and 4-Plex Units.

(7) Mailboxes for 30-Plex Units shall be placed inside the building that houses the 30-Plex Units. The costs to maintain, repair, or replace such mailboxes shall be shared equally by all Owners of 30-Plex Units.

(b) The Association shall repair incidental damage caused to a Unit through maintenance by the Association and shall assess the cost thereof as a common expense.

(c) If a Unit Owner defaults on their responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the costs thereof against the Unit of such Owner. Such assessment shall be collectible as if it were an assessment for common expenses.

(d) The Association may, in its discretion, assume responsibility for any maintenance project which requires re-construction, repair, rebuilding, conservation, restoration, or similar work to more than one Unit, and the costs thereof may be, in the discretion of the Association, either assessed against each Unit on which such costs were incurred, or assessed against all Units as a common expense, according to the circumstances.

3. **Maintenance by Owner.**

(a) Each Unit Owner, at their own expense, shall maintain the interior, including the boundary surfaces, of such Unit and its equipment; shall keep the interior in a clean and sanitary condition; shall do all redecorating, painting, and other finishing which may at any time by necessary to maintain the Unit; and shall be responsible for the maintenance and replacement of all personalty including carpets, other floor coverings, furnishings, and appliances within such Unit.

(b) The Owner of each Unit shall be responsible for maintaining and replacing the plumbing fixtures within the Unit and the furnace and air conditioning Unit serving such Unit together with heating ducts and all other utilities including electrical and electrical fixtures or portions thereof located within the boundaries of the Unit. The Owner shall also, at their own expense, keep in a clean and sanitary condition the Unit and any patio or storage place which is for the exclusive use of the Unit. Neither the Association nor the Regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the Owner in such storage places.

(c) The Unit Owner shall maintain, at their expense, any improvement or alteration made by the Owner.

(d) The Owner of each Unit shall promptly report to the Association any defects or other maintenance needs which are the responsibility of the Association.

(e) Owners of Duplex Units shall be responsible for costs related to repair, maintenance, and replacement of all windows, doors, decks, screened porches, and HVAC systems that are appurtenant to their Unit.

(f) Owners of Duplex Units who have been assigned additional Limited Common Elements pursuant to Section 2(h) of Article V shall each be responsible for maintaining those additional Limited Common Elements and for the cost to remove those additional Limited Common Elements and return the area to General Common Elements.

(g) Owners of 4-Plex Units shall be responsible for costs related to repair, maintenance, and replacement of HVAC systems that are appurtenant to their Unit.

(h) Owners of 30-Plex Units shall be responsible for costs related to repair, maintenance, and replacement of HVAC systems that are appurtenant to their Unit.

4. **Alterations or Improvements by Owner.** No Unit Owner shall make or permit to be made any structural alteration to the Building without first obtaining written consent of the Board of Directors of the Association (which consent may be given by general rule or regulation), which shall determine the proper insurance of such improvement or other alteration and the effect of such improvement or alteration, on insurance of other property of the Regime, and which shall arrange with such Unit Owner for the payment of the cost of any additional insurance thereby required. Alterations to the exterior of any Building or common element shall not be made if, in the opinion of the Board of Directors of the Association, such alteration would be detrimental to the integrity or appearance of the

Regime as a whole. Unit Owners shall do no act or work which will impair the structural soundness or integrity of the Building or the safety of the property, or which will impair any easement. The improvement or alteration of a Unit shall cause no increase or decrease in the number of Ownership interests appurtenant to such Unit.

5. **Alterations or Improvements by the Association.** Whenever in the judgment of the Board of Directors of the Association the common elements shall require additions, alterations, or improvements, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all Unit Owners for the costs thereof as a common charge.

ARTICLE IX
Conditions of and Restrictions on Ownership, Use and Enjoyment

1. **Property Subject to Conditions for Use.** The Ownership, use, occupation, and enjoyment of each Unit and of the common elements of the Regime shall be subject to the provisions of the Bylaws of the Association and this Declaration, all of which provisions, irrespective of where set forth or classified, shall have equal status 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 each and all lessees, tenants, occupants, and successors in interest.

2. **Use of Property.** The use of the property shall be in accordance with and subject to the following provisions:

(a) A Unit shall be used or occupied for single family dwelling purposes only.

(b) A Condominium may be rented or leased by the Owner or the lessee provided the entire Unit is rented. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium documents.

(c) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Unit Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed.

(d) Nothing shall be done or kept in any Unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Unit or in the common area which will result in the cancellation of insurance on any Unit or any part of the common area, or which would be in violation of any law.

(e) No Unit Owner shall be permitted to erect a TV antenna or satellite dish or any other fixture, item, or appurtenance on any Building roof, or in any common area, without the prior express permission of the Association.

(f) The Association shall have the authority to adopt rules and regulations governing the use of the property and such rules shall be observed and obeyed by the Owners, their family, invitees, employees, agents or lessees.

(g) No Unit Owner shall be allowed to install additional parking slabs on any part of the property, nor shall parking of any vehicles be allowed except on designated areas and in Garages. No Owner, nor their guests, shall obstruct entry or exit into any parking areas, including Garages.

(h) Agents of or contractors hired by the Association may enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, providing such entry shall be made with as little inconvenience to the Owners as practicable. The Association shall give the Owners reasonable notice of a planned entry into any Unit, but no notice shall be required in the event of an emergency.

(i) A Unit Owner shall give notice to the Association of every lien against the Unit other than permitted mortgages, taxes, and association assessments, and of any suit or other proceeding which may affect the title to the Unit, within ten (10) days after the lien attaches or the Owner receives notice of such suit.

(j) A Unit Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by their act, neglect, or carelessness, or by that of their family, invitees, employees, agents, or lessees, which liability shall include any increase in insurance rates resulting therefrom.

(k) No Unit shall house more than two (2) dogs. Any person within the project keeping a pet shall immediately clean and remove any messes created or caused by said pet. Further, no unleashed pets, whatsoever, shall be allowed upon the Limited or General Common Elements. Any dog which barks excessively or at times or in a manner that disturbs the quiet enjoyment of Units and common areas is a nuisance and shall not be allowed on the premises. Any such dog which becomes a nuisance shall be removed from the premises by its Owner, or by the Association, if necessary. No Unit Owner shall be permitted to erect a clothesline or unenclosed line type dog run upon the Limited or General Common Elements.

(l) No fences or dog runs shall be constructed on any property subject to this Declaration, except at the direction of the Association.

(m) The Association may set aside parts of the property subject to this Declaration for use by individual Unit Owners as flower or vegetable gardens. No Unit Owner shall establish a garden of any sort without the prior express permission of the Association.

3. No Waiver. Failure of the Association or any Owner to enforce any covenant, condition, restriction, or other provision of Chapter 499B of the Code of Iowa, this Declaration, or the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE X
Insurance, Casualty, and Condemnation

1. **General Liability and Property Damage.** Comprehensive general liability and property damage insurance shall be purchased by the Board as promptly as possible following its election and shall be maintained in force at all times, the premiums thereon to be paid by assessments of Association fees. Prior to the organizational meeting, such insurance shall be procured by Declarant, with each then constructed Unit paying a pro rata share of the cost of such insurance. The insurance shall be carried with reputable companies authorized to do business in the State in such amounts as the Board may determine. The policy or policies shall name as insured the Owners and the Association. Declarant shall be named as an additional insured on such policy or policies until such time as Declarant shall have conveyed all of the Condominiums in the project. The policy or policies shall insure against loss arising from perils in both the common areas and the Units and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association and/or the Board

2. **Fire and Casualty.** Fire and other hazard insurance shall be purchased by the Board as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly Condominium Association fees. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as it may be required by the respective mortgagees. The policy, and certificates so issued, will bear a mortgage clause naming the mortgagees interested in said property. The policy or policies shall insure against loss from perils therein covered to all of the improvements in the project, except as may be separately insured. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably available, the policy or polices shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not be rebuild. The policy or policies shall name as insured all of the Owners, the Association, and Declarant, so long as Declarant is the Owner of any of the Units in the project. Declarant shall notify the insurance carrier of any change in Ownership of a Unit until such time as Declarant shall no longer own ten percent (10%) or more of the Units, at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the Ownership of any Unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent Owners.

3. **Fire and Casualty on Individual Units.** Except as expressly provided in this paragraph and in paragraph 4, no Owner shall separately insure the Condominium or any part hereof against loss by fire or other casualty covered by the insurance carrier under paragraph 2. Should any Owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and or failure to have the proceeds of such other insurance payable pursuant to the provisions of paragraph 2, shall be chargeable to the Owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds.

4. **Personal Property in Individual Units.** An Owner may carry such personal liability insurance, in addition to that herein required, as the Owner may desire. In addition, all real property

interests of the Owner in the Unit including, but not limited to, fixtures and mechanical equipment located within a Unit such as plumbing fixtures, electrical lighting fixtures, kitchen and bathroom cabinets and counter tops, furnaces, air conditioning units, and water heaters, together with additions thereto and replacements thereof, as well as the personal property of the Unit Owner, shall be separately insured by such Owner, such insurance to be limited to the type and nature of coverage often referred to as "Condominium Unit Owners Insurance." All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent Owners.

5. **Additional Coverage.** The Board may purchase and maintain in force at the expense of the common maintenance fund, debris removal insurance, fidelity bonds, and other insurance and/or bonds that it deems necessary. The Board shall purchase and maintain workers' compensation insurance to the extent that the same shall be required by law respecting employees of the Association. The Board shall also maintain "all risk" insurance coverage on the project to insure against water damage and like kind of casualties, if such insurance would be reasonably available.

6. **Loss Adjustment.** The Board is hereby appointed the attorney-in-fact for all Owners to negotiate loss adjustments on the policy or policies carried by the Association.

7. **Association as Trustee for Proceeds.** In the event of damage or destruction by fire or other casualty affecting a Unit or Units, and/or if any portion of the common area is damaged or destroyed by fire or other casualty, all insurance proceeds paid in satisfaction of claims for said loss or losses shall be segregated according to losses suffered by each Unit or Units and/or the common area, and shall be paid to the Association as trustee for the Owner or Owners and for the encumbrancer or encumbrancers, as their respective interest may appear. Said insurance proceeds, and the proceeds of any special assessment as hereinafter provided, whether or not subject to liens of mortgages or deeds of trust, shall be collected and disbursed by said trustee, through a separate trust account, on the following terms and conditions:

(a) **Partial Destruction of Common Elements.** If the damaged improvement is a common element, the Board of Directors of the Association may, without further authorization, contract to repair or rebuild the damaged portion of the common elements substantially in accordance with the original plans and specifications thereof.

(b) **Partial Destruction of Units and Common Elements.** In the event of damage to, or destruction of, any Unit or Units with accompanying damage to the common elements where the total destruction or damage does not represent sixty percent (60%) or more of the Buildings in the Regime and the costs of repairing or rebuilding said damaged area does not exceed the amount of available insurance proceeds for said loss by more than $20,000.00, the Board of Directors of the Association shall immediately contract to repair or re-build the damaged portion of the Unit or Units and the common elements substantially in accordance with the original plans and specifications. If the cost to repair or rebuild exceeds available insurance by more than $20,000.00, then Owners of the individual Units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted Owners' meeting held within thirty (30) days after the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction.

(c) **Total Destruction.** In the event of sixty percent (60%) or more damage to, or destruction of, the Buildings in the Regime by fire or other casualty, the Owners of the individual Units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted Owners' meeting held within thirty (30) days after the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction; or whether said project shall be sold; provided, however, that such determination shall be subject to the express written approval of all record Owners of mortgages upon any part of the Regime. In the event of a determination to re-build or repair, the Board shall cause to be prepared the necessary plans, specifications, and maps, and shall execute the necessary documents to effect such reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner.

In the event of a determination not to rebuild, the Board shall offer the project for sale forthwith, at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, and/or by the Owners as a whole on the project, including coverage on the Units in the common area, except for Unit coverages under paragraph 4 of this Article X, shall be distributed proportionately to the Unit Owners in the same proportion that the Unit in which they have an interest shares in the common elements; except that, where there is a mortgage of record or other valid encumbrance on any one Unit, then and in that event with respect to said Unit, the Association will distribute said proceeds as follows: First to the record holder of the mortgages upon that Unit and common elements in the Regime in satisfaction of the balance currently due on said encumbrances, and then the remaining proceeds, if any, to the Unit Owner of record.

(d) In the event that the common areas are repaired or reconstructed pursuant to the provisions of subparagraphs (a), (b), or (c) of this paragraph and there is any deficiency between the insurance proceeds paid for the damage to the common area and the contract price for repairing or rebuilding the common areas, the Board shall levy a special assessment against each Owner in proportion to their fractional interest of Ownership in the common areas to make up such deficiency. If any Owner shall fail to pay said special assessment or assessments within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance fund, and the remaining Owners shall be entitled to the same remedies as those provided in Article VII of this Declaration, covering a default of any Owner in the payment of maintenance charges.

(e) In the event of a dispute among the Owners and/or mortgagees respecting the provisions of this clause, any such party may cause the same to be referred to arbitration in accordance with Chapter 679A of the Code of Iowa.

In the event of arbitration, the party requesting the arbitration will give immediate notice thereof to the Board, which shall notify all other Owners and mortgagees as promptly as possible after the reference to arbitration is made, giving all such parties an opportunity to appear at such arbitration proceedings. The decision of the arbitrator in this matter shall be final and conclusive upon all of the parties. The arbitrator may include in their determination an award for costs and/or attorney fees against any one or more parties to the arbitration.

8. **Abatement of Common Expenses.** The Board is authorized to provide coverage for payment of maintenance charges which are abated hereunder on behalf of an Owner whose Unit is rendered uninhabitable for a peril insured against.

9. **Review of Insurance Needs.** Insurance coverages will be analyzed by the Board, or its representative, at least every year from the date hereof and the insurance program revised accordingly.

10. **Condemnation.** In the event all or a portion of the property included in the Regime is taken by eminent domain, the compensation for such taking shall be paid to the Association for distribution to the owners of the affected units or to all owners if the taking is a partial taking that does not materially affect any individual unit. If any Unit is encumbered by a mortgage, the mortgagee shall be first entitled to receive any payments allocated to such Unit.

ARTICLE XI
Termination

1. **Procedure.** The Condominium Regime may be terminated in the following manner in addition to the manner provided by the Horizontal Property Act:

(a) **Destruction.** In the event it is determined in the manner elsewhere provided that the Building(s) shall not be reconstructed because of major damage, the Condominium plan of Ownership will be thereby terminated in compliance to the provisions of Chapter 499B of the Code of Iowa.

(b) **Agreement.** The Condominium Regime may be terminated at any time by the approval in writing of all of the Owners of the Condominium and by holders of all liens affecting any of the Units by filing an instrument to that effect, duly recorded, as provided in Chapter 499B of the Code of Iowa. It shall be the duty of every Unit Owner and the respective lien holder to execute and deliver such instrument and to perform all acts as in a manner and form as may be necessary to effect the sale of the project when at a meeting duly convened of the Association, the Owners of 100% of the voting power, and all record Owners of mortgages upon Units in the Regime, elect to terminate and/or sell the project. In the event the holder of a lien against a unit does not respond to a proposed termination within sixty (60) days after receiving notice of the proposed termination by certified mail, return receipt requested, such lien holder shall be deemed to consent to the termination.

(c) **Certificate.** The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by all members of the Association and the respective holders of all liens affecting their interest in the Condominium, certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the office of the Johnson County Recorder.

2. **Form of Ownership after Termination.** After termination of the Condominium, the project will be held as follows:

(a) The property (land and improvements) shall be deemed to be owned in common by the Owners:

(b) The undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the fractional interest previously owned by such Owner in the common area and facilities;

(c) Any liens affecting any of the Condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the property.

(d) After termination, the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the fractional interest owned by each Owner in the common elements. Funds shall first be paid out of the respective shares of the Owners, to the extent sufficient for the purposes, to satisfy all liens on the undivided interest in the property owned by each Owner. Any remaining funds of each Owner's share shall be paid to such Owner.

ARTICLE XII
Amendments and Miscellaneous

1. **Procedure.** Except as otherwise provided in this Declaration, this Declaration may be amended and such amendment shall be made in the following manner:

(a) **Notice to Owners.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) **Resolution.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by any member of the Association. Except as provided elsewhere, the resolution must be adopted by a vote of not less than 66 2/3% of all Owners entitled to vote, in person or by proxy; provided, however, no amendment effecting a substantial change in this Declaration or the Bylaws of the Association shall affect the rights of the holder of any such mortgage recorded prior to the recording of such amendment who does not join the execution thereof, and who does not approve said amendment in writing.

(c) **Notice To and Approval by Mortgagees.** All mortgagees with an interest in any Unit or in the entire Regime, and any Guarantor of a mortgage encumbering a unit, shall be notified by certified mail, return receipt requested, of any amendment adopted by the members. No amendment to this Declaration shall be effective unless and until it is approved by mortgagees that represent at least 51% of the votes of Units that are subject to mortgages. If a mortgagee does not respond within sixty (60) days of receiving a notice under this provision, the mortgagee shall be deemed to have voted in favor of the amendment.

(d) **Bylaws.** In the case of an amendment to this Declaration by reason of an amendment to the Bylaws of the Association, then in the manner specified in such Bylaws.

(e) **Execution and Recording.** An amendment adopted pursuant to subparagraphs (b) or (c) above shall be executed by an officer specifically delegated to do so with the formalities required by

Chapter 499B of the Code of Iowa. Upon the recording of such instrument in the office of the Johnson County Recorder, the same shall be effective against any persons owning an interest in a Unit or the Regime.

2. Amendment of Ownership Interest. Except as otherwise allowed under the provisions of this Declaration, no amendment shall materially change the fractional interest of Ownership in the common elements appurtenant to a Unit, nor materially increase the Owner's share of the common expenses, unless the record Owner of the Unit concerned and all record Owners of mortgages thereon shall affirmatively join in the adoption of such amendment.

ARTICLE XIII
RIGHTS OF MORTGAGEES AND GUARANTORS

1. Notice. All mortgagees with an interest in any Unit or the entire Regime shall be entitled to timely notice of the following:

a. Any condemnation or casualty loss that affects either a material portion of the Regime or the Unit securing its mortgage;

b. Any delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds a mortgage, at least 30 days prior to the Association taking legal action against the Owner or the Unit to collect the assessments or charges;

c. A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

d. Any proposed action that requires the consent of a specified percentage of mortgagees.

IN WITNESS WHEREOF, Declarant has executed this Declaration the 25th day of February, 2025.

IC GROVE EAST, LLC

BY: _____

David L. Oyler, Manager

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on the 25th day of February, 2025, by David L. Oyler, as Manager of IC Grove East, LLC.

Notary Public in and for the State of Iowa

JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2027

Prepared by: Esther Tetteh, Associate Planner, 410 E. Washington St., Iowa City, IA 52240 (SUB22-0017)

Resolution No. 23-45

Resolution Approving Final Plat of Cardinal Heights Part 1, Iowa City, Iowa.

Whereas, the owner, IC Grove East, LLC, filed with the City Clerk the final plat of Cardinal Heights Part 1, Iowa City, Iowa, Johnson County, Iowa; and

Whereas, said subdivision is located on the following-described real estate in Iowa City, Johnson County, Iowa, to wit:

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4-S.E 1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 12;

THENCE SOUTH 1°02'35" EAST ON THE EAST LINE OF SAID N.E.1/4-S.E.1/4, A DISTANCE OF 601.82 FEET TO THE POINT OF BEGINNING;

(THE FOLLOWING THREE (3) COURSES ARE ON THE EASTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

THENCE CONTINUING SOUTH 1°02'35" EAST, 122.90 FEET:

THENCE SOUTH 88°57'25" WEST, 40.00 FEET;

THENCE SOUTH 1°02'35" EAST, 596.00 FEET TO THE SOUTH LINE OF SAID AUDITOR'S PARCEL 2011054;

THENCE SOUTH 89°07'13" WEST ON SAID SOUTH LINE, 621.20 FEET TO A WESTERLY LINE OF SAID AUDITOR'S PARCEL 2011054 AND THE BEGINNING OF A 1100.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY AND HAVING A LONG CHORD OF 330.40 FEET BEARING NORTH 24°46'53" WEST;

(THE FOLLOWING FOUR (4) COURSES ARE ON THE WESTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, 331.65 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF 27.78 FEET BEARING NORTH 30°24'39" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 30.71 FEET;

THENCE NORTH 76°27'41" EAST, 20.01 FEET;

THENCE NORTH 13°32'19" WEST, 60.00 FEET;

THENCE NORTH 78°21'34" EAST, 146.92 FEET TO THE BEGINNING OF A 470.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 52.06 FEET BEARING NORTH 75°11'28" EAST;

THENCE EASTERLY ON THE ARC OF SAID CURVE, 52.09 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF 13.26 FEET BEARING NORTH 24°35'23" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 14.90 FEET;

THENCE NORTH 22°50'12" WEST, 22.31 FEET;

THENCE NORTH 67°09'48" EAST, 60.00 FEET;

THENCE SOUTH 22°50'12" EAST, 22.36 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 13.34 FEET BEARING SOUTH 70°40'19" EAST;

THENCE EASTERLY ON THE ARC OF SAID CURVE, 15.03 FEET;

THENCE NORTH 61°29'33" EAST, 56.58 FEET TO THE BEGINNING OF A 530.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF 37.65 FEET BEARING NORTH 63°31'40" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 37.65 FEET;

THENCE NORTH 16°17'29" WEST, 98.74 FEET;

THENCE NORTH 6°28'51" WEST, 123.28 FEET;

THENCE NORTH 89°05'50" EAST, 457.65 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 9.80 ACRES.

Whereas, the Neighborhood and Development Services Department and the Public Works Department examined the proposed final plat and subdivision, and recommended approval; and

Whereas, a dedication has been made to the public, and the subdivision has been made with the free consent and in accordance with the desires of the owners and proprietors; and

Whereas, said final plat and subdivision are found to conform with Chapter 354, Code of Iowa (2021) and all other state and local requirements.

Now, therefore, be it resolved by the City Council of the City of Iowa City, Iowa, that:

1. The said final plat and subdivision located on the above-described real estate be and the same are hereby approved.

2. The City accepts the dedication of the streets and easements as provided by law and specifically sets aside portions of the dedicated land, namely streets, as not being open for public access at the time of recording for public safety reasons. The City shall accept the public improvements and open them for public access upon satisfaction of the terms and

conditions stated in the Subdivider's Agreement.

3. The Mayor and City Clerk of the City of Iowa City, Iowa, are hereby authorized and directed, upon approval by the City Attorney, to execute all legal documents relating to said subdivision, and to certify a copy of this resolution, which shall be affixed to the final plat after passage and approval by law. The City Clerk shall record the legal documents and the plat at the office of the County Recorder of Johnson County, Iowa at the expense of the owner.

Passed and approved this 21st day of February, 2023.

Mayor Pro Tem

Approved by

Attest: _____
City Clerk

_____
City Attorney's Office
(Sara Hektoen – 02/14/2023)

It was moved by Dunn and seconded by Taylor the Resolution be adopted, and upon roll call there were:

Ayes:	Nays:	Absent:	
X			Alter
X			Bergus
X			Dunn
X			Harmsen
X			Taylor
		X	Teague
X			Thomas

CERTIFICATE OF COUNTY TREASURER

I, Thomas L. Kriz, Johnson County Treasurer, certify that all real estate taxes and special assessments have been paid with reference to the property described below as of the date of this certificate.

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4-S.E 1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 12;

THENCE SOUTH 1°02'35" EAST ON THE EAST LINE OF SAID N.E.1/4-S.E.1/4, A DISTANCE OF 601.82 FEET TO THE POINT OF BEGINNING;

(THE FOLLOWING THREE (3) COURSES ARE ON THE EASTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

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(THE FOLLOWING FOUR (4) COURSES ARE ON THE WESTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

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THENCE NORTH 89°05'50" EAST, 457.65 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 9.80 ACRES.

Dated as of this 21 day of Feb, 2023.

~~Thomas L. Kriz,~~ Scott Finlayson
County Treasurer

by: Deputy

Parcel #: 1112401008

CERTIFICATE OF COUNTY AUDITOR
APPROVAL OF SUBDIVISION NAME

I, Travis Weipert, Johnson County Auditor, approve of the name Cardinal Heights Part One as succinct and unique to Johnson County with reference to the property described below as of the date of this certificate.

LEGAL DESCRIPTION:

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4-S.E 1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 30.71 FEET;

THENCE NORTH 76°27'41" EAST, 20.01 FEET;

ATTORNEY'S TITLE OPINION

Re: CARDINAL HEIGHTS PART ONE located in Iowa City, Johnson County, Iowa, and legally described as follows:

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4-S.E 1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 12;

THENCE SOUTH 1°02'35" EAST ON THE EAST LINE OF SAID N.E.1/4-S.E.1/4, A DISTANCE OF 601.82 FEET TO THE POINT OF BEGINNING;

(THE FOLLOWING THREE (3) COURSES ARE ON THE EASTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

THENCE CONTINUING SOUTH 1°02'35" EAST, 122.90 FEET:

THENCE SOUTH 88°57'25" WEST, 40.00 FEET;

THENCE SOUTH 1°02'35" EAST, 596.00 FEET TO THE SOUTH LINE OF SAID AUDITOR'S PARCEL 2011054;

THENCE SOUTH 89°07'13" WEST ON SAID SOUTH LINE, 621.20 FEET TO A WESTERLY LINE OF SAID AUDITOR'S PARCEL 2011054 AND THE BEGINNING OF A 1100.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY AND HAVING A LONG CHORD OF 330.40 FEET BEARING NORTH 24°46'53" WEST;

(THE FOLLOWING FOUR (4) COURSES ARE ON THE WESTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, 331.65 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF 27.78 FEET BEARING NORTH 30°24'39" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 30.71 FEET;

THENCE NORTH 76°27'41" EAST, 20.01 FEET;

THENCE NORTH 13°32'19" WEST, 60.00 FEET;

THENCE NORTH 78°21'34" EAST, 146.92 FEET TO THE BEGINNING OF A 470.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 52.06 FEET BEARING NORTH 75°11'28" EAST;

THENCE EASTERLY ON THE ARC OF SAID CURVE, 52.09 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF 13.26 FEET BEARING NORTH 24°35'23" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 14.90 FEET;

THENCE NORTH 22°50'12" WEST, 22.31 FEET;

THENCE NORTH 67°09'48" EAST, 60.00 FEET;

THENCE SOUTH 22°50'12" EAST, 22.36 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 13.34 FEET BEARING SOUTH 70°40'19" EAST;

THENCE EASTERLY ON THE ARC OF SAID CURVE, 15.03 FEET;

THENCE NORTH 61°29'33" EAST, 56.58 FEET TO THE BEGINNING OF A 530.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF 37.65 FEET BEARING NORTH 63°31'40" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 37.65 FEET;

THENCE NORTH 16°17'29" WEST, 98.74 FEET;

THENCE NORTH 6°28'51" WEST, 123.28 FEET;

THENCE NORTH 89°05'50" EAST, 457.65 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 9.80 ACRES.

I, Erek P. Sittig, state that I am a practicing attorney in the State of Iowa and that I have examined a complete abstract of title to the above-described property being Hawkeye Title Services, L.C., Abstract No. 250427. The abstract of title has been continued to October 25, 2022, at 5:30 p.m., and as of that date the abstract shows that fee title to the above-described property is in IC Grove East, LLC.

The abstract sets out the following encumbrances:

1. Conditional Zoning Agreement with the City of Iowa City recorded October 11, 2022, in Book 6432, Page 616.

2. Mortgage in favor of GreenState Credit Union dated October 14, 2022, and recorded October 19, 2022, in Book 6435, Page 97.

Erek P. Sittig

OWNER'S CERTIFICATE

The undersigned, IC Grove East, LLC, request approval of the subdivision known as Cardinal Heights Part One, said subdivision shown on the final plat thereof to which this document is attached, which is a subdivision of the following described property:

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4-S.E 1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 12;

THENCE SOUTH 1°02'35" EAST ON THE EAST LINE OF SAID N.E.1/4-S.E.1/4, A DISTANCE OF 601.82 FEET TO THE POINT OF BEGINNING;

(THE FOLLOWING THREE (3) COURSES ARE ON THE EASTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

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THENCE SOUTH 88°57'25" WEST, 40.00 FEET;

THENCE SOUTH 1°02'35" EAST, 596.00 FEET TO THE SOUTH LINE OF SAID AUDITOR'S PARCEL 2011054;

THENCE SOUTH 89°07'13" WEST ON SAID SOUTH LINE, 621.20 FEET TO A WESTERLY LINE OF SAID AUDITOR'S PARCEL 2011054 AND THE BEGINNING OF A 1100.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY AND HAVING A LONG CHORD OF 330.40 FEET BEARING NORTH 24°46'53" WEST;

(THE FOLLOWING FOUR (4) COURSES ARE ON THE WESTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, 331.65 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF 27.78 FEET BEARING NORTH 30°24'39" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 30.71 FEET;

THENCE NORTH 76°27'41" EAST, 20.01 FEET;

THENCE NORTH 13°32'19" WEST, 60.00 FEET;

THENCE NORTH 78°21'34" EAST, 146.92 FEET TO THE BEGINNING OF A 470.00 FOOT

RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 52.06 FEET BEARING NORTH 75°11'28" EAST;

THENCE EASTERLY ON THE ARC OF SAID CURVE, 52.09 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF 13.26 FEET BEARING NORTH 24°35'23" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 14.90 FEET;

THENCE NORTH 22°50'12" WEST, 22.31 FEET;

THENCE NORTH 67°09'48" EAST, 60.00 FEET;

THENCE SOUTH 22°50'12" EAST, 22.36 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 13.34 FEET BEARING SOUTH 70°40'19" EAST;

THENCE EASTERLY ON THE ARC OF SAID CURVE, 15.03 FEET;

THENCE NORTH 61°29'33" EAST, 56.58 FEET TO THE BEGINNING OF A 530.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF 37.65 FEET BEARING NORTH 63°31'40" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 37.65 FEET;

THENCE NORTH 16°17'29" WEST, 98.74 FEET;

THENCE NORTH 6°28'51" WEST, 123.28 FEET;

THENCE NORTH 89°05'50" EAST, 457.65 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 9.80 ACRES.

The undersigned further states that subdivision is made with the free consent and in accordance with the desire of the undersigned, owners of the land included within the subdivision.

The rights-of-way, streets, and easements, including all of Lots A and B as shown on the subdivision plat, are hereby dedicated to the public as provided for by Section 354.19 of the Code of Iowa (2023).

Dated as of this 20th day of February, 2023

IC Grove East, LLC

by: Dave Oyler, Manager

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on the 24th day of February, 2023, by Dave Oyler, Manager of IC Grove East, LLC.

Notary Public in and for said State

NOTARIAL SEAL IOWA
JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

MORTGAGEE CONSENT TO SUBDIVISION

The undersigned, on behalf of GreenState Credit Union, states that GreenState Credit Union holds an encumbrance on the property described below included within Cardinal Heights Part One as follows:

Mortgage dated October 14, 2022, and recorded October 19, 2022, in Book 6435, Page 97.

The property included within Cardinal Heights Part One is described as follows:

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4-S.E 1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 12;

THENCE SOUTH 1°02'35" EAST ON THE EAST LINE OF SAID N.E.1/4-S.E.1/4, A DISTANCE OF 601.82 FEET TO THE POINT OF BEGINNING;

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THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 30.71 FEET;

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THENCE EASTERLY ON THE ARC OF SAID CURVE, 15.03 FEET;

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THENCE NORTH 89°05'50" EAST, 457.65 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 9.80 ACRES.

The undersigned, on behalf of GreenState Credit Union, and pursuant to Section 489.702 of the Code of Iowa, states that the company consents to the subdivision of the above-described property into Cardinal Heights Part One and hereby releases any and all liens against those portions of the property dedicated to the public.

Dated as of this 21th day of March, 2023.

GreenState Credit Union

By: _____
Aaron Friederich
Vice President Commercial Lending

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on the 27th day of March, 2023, by Aaron Friederich, Vice President Commercial Lending of GreenState Credit Union.

_____
Notary Public in and for said State

NOTARIAL SEAL IOWA
JESSICA IMMERFALL
Commission Number 770262
My Commission Expires
10/25/23

SUBDIVIDER'S AGREEMENT
CARDINAL HEIGHTS PART ONE
IOWA CITY, IOWA

THIS AGREEMENT made by and between IC Grove East, LLC, hereinafter called "Owner" or "Subdivider", and the City of Iowa City, Iowa, a municipal corporation hereinafter called the "City".

IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Public Improvements.

In consideration of the City approving the Plat of Cardinal Heights Part One, Iowa City, Iowa, hereinafter "the Subdivision", the Subdivider agrees as a covenant running with the land as follows:

Subject to Section 5, the City shall not issue a Building Permit for any of the lots in the Subdivision unless and until water mains, sanitary sewers, storm sewers, concrete street paving at least 26 feet in width on Deer Creek Road, 28 feet in width on Maclan Court, and at least 22 feet in width on Maclan Circle, and concrete sidewalk paving to be completed prior to the issuance of a Building Permit as set out in Section 4 of this Subdivider's Agreement, hereinafter "Improvements", have been installed in the Subdivision as required by the City's Subdivision Ordinance, and until said improvements have been accepted by the City, and subdivision erosion control measures have been installed as required by the City under its ordinances.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original improvements at issue herein. Nor shall the Owner and the Subdivider be deemed acting as the City's agent during the original construction and installation of said improvements.

The parties agree that the obligation to install the improvements herein shall be in accordance with City specifications or approved plans, and the obligation to install said improvements shall remain with the Owner and the Subdivider until completion by the Subdivider, and until acceptance of the improvements by the City, as provided by law.

Section 2. Storm Water Management.

In consideration of the City approving the subdivision, the Subdivider agrees as a covenant running with the land that, except as provided in this Agreement, the City need not issue a building permit for any lot in the Subdivision until the Storm Water Detention Facilities ("Facilities"), including the site work incident thereto, located on Outlot "A", as more particularly located on the Subdivision Plat filed herewith, have been installed and either released or accepted by the City. Subdivider agrees that the duty to maintain the Facilities shall remain on the Subdivider, the present owner of the Facilities, and Subdivider's successors and assigns in interest, including a non-profit owners association formed in part for that purpose. Said maintenance shall comply with the City's Storm Water Management Ordinance, Title 16, Chapter 3, Article G, as amended.

Section 3. Construction of Improvements.

All Improvements described in Section 1 of this Agreement shall be constructed and installed by the Owner and the Subdivider according to plans and specifications approved by the City Engineer of the City of Iowa City, who shall have the right to make occasional inspection of the work in progress.

Such inspections shall not relieve or release the Subdivider from its responsibility to construct said Improvements in accordance with the approved plans and specifications. Further, said inspections shall not create a duty or warranty on the part of the City that the construction of said Improvements is in compliance with said plans and specifications.

Section 4. Sidewalks.

The Owner and the Subdivider agree to install sidewalks 5 feet in width abutting each of the platted lots and that portion of Outlot A adjacent to the Deer Creek Road right-of-way.

All sidewalks shall be installed according to specifications approved by the City Engineer for the City of Iowa City, Iowa and as required by the Iowa City Code of Ordinances. This obligation shall remain a lien on each abutting platted lot until installed and released by the City, and the Release duly recorded in the Johnson County Recorder's office.

Except as provided below, the Owner and the Subdivider, or its successor(s), shall install the sidewalk abutting each numbered lot in the Subdivision when each such lot is developed, prior to the issuance of an occupancy permit for the dwelling on the Lot.

Prior to the issuance of a Building Permit for any of the lots in the subdivision, the Owner and Subdivider shall install the sidewalks adjacent to Outlot A, sidewalks within the Maclan Circle landscaped median, curb ramps and associated turning space panels, and sidewalks along the radii between turning space panels at intersections according to approved construction drawings.

Section 5. Building Permits and Escrow Monies.

In the event the Owner and the Subdivider, its assigns or successors in interest should desire a building permit on any lot in the Subdivision before the Improvements or Facilities have been installed, the Owner and the Subdivider, its assigns or successors in interest, shall deposit with the City Finance Department, in escrow, an amount equal to 110% of the estimated cost of said Improvements and Facilities as determined by the City Engineer (hereinafter "Improvements Escrow").

In addition to the Improvements Escrow, if Subdivision Erosion Control measures have not been installed, with ground cover established by growth, the City may require, as a condition to the issuance of the first building permit for construction within the Subdivision, that the Owner and the Subdivider deposit in escrow with the City the sum of $2,000.00 (the "Erosion Clean-Up Escrow") to assure reimbursement for the cost of cleaning public streets, storm sewers, gutters or catch basins, which may be incurred by the City as a result of erosion from any lot in the Subdivision. The Owner and the Subdivider shall be responsible for the cost of any such clean-up and to the extent that the Subdivider fails to accomplish erosion clean-up after reasonable notice from the City, the City is hereby authorized, but not obligated, to do the work and to charge the cost thereof to the Erosion Clean-Up Escrow, if adequate, and to charge any excess costs to the Owner and the Subdivider. If the Erosion Clean-Up Escrow is insufficient to pay the costs incurred by the City, the Owner and the Subdivider shall promptly reimburse the City for the excess costs incurred. The unused balance of the Erosion Clean-Up escrow shall be returned to the Owner and the Subdivider after erosion control measures have been installed, and ground cover has been established by growth.

After the Erosion Clean-Up and Improvements Escrows have been established, the building inspector of the City is authorized to issue a building permit if the applicant is in compliance with all other applicable requirements and ordinances of the City.

Section 6. Occupancy Permit.

Prior to the issuance of an occupancy permit for any structure erected pursuant to Section 5, the City in its discretion, may require the Owner and the Subdivider, its assigns or successors in interest, to construct and install the Improvements, Facilities, and sidewalks as required by this Agreement.

Section 7. Use of Escrow Monies.

If, after the issuance of an occupancy permit, the Improvements and/or Facilities have not been constructed and installed, the City may use funds deposited in the Improvements Escrow to construct and install such Improvements and/or Facilities. If the cost of the construction and installation of said Improvements and/or Facilities exceed the amount of said escrow, the City shall have a lien and charge against all the lots in the Subdivision for the balance of the cost.

After the construction and installation of the Improvements and/or Facilities, the City shall refund to the Owner and the Subdivider any Improvements Escrow monies not used by the City for the construction and installation of such improvements.

Section 8. Waiver.

If the Owner and the Subdivider sell or convey lots in said Subdivision without constructing or installing the Improvements and/or Facilities; or the Owner and the Subdivider fail to install and/or repair sidewalks required in Section 4 hereof, the City shall have the right to install and construct said Improvements, Facilities, and/or repair sidewalks. Owner and Subdivider acknowledge and agree that all lots in the Subdivision are specifically benefitted by the Improvements and Facilities so that the cost of the installation shall be a lien and charge against all of the lots in the Subdivision. The cost of Improvements and Facilities need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements. The cost of installing/repairing the sidewalks shall be a lien and charge only against the lot or lots abutting or in front of which such sidewalks are to be installed. It is further provided that these requirements to construct the Improvements and Facilities and install and/or repair sidewalks shall remain a lien against the lots in the Subdivision from the date of this Agreement until properly released, as hereinafter provided.

Section 9. Release.

The City agrees that when the Improvements have been installed as required to the satisfaction of the City, the City will, upon request, promptly issue to the Owner and the Subdivider, for recording in the Office of the Johnson County Recorder, a good and sufficient release for the lots in the Subdivision so that the obligation to install the Improvements described in Section 1 and pay the fees described in Section 11 of this Agreement will not constitute a cloud upon the title of the lots in the Subdivision. Separate sidewalk lien releases shall be issued for individual lots when appropriate. The Mayor and City Clerk, with the concurrence of the City Attorney and City Engineer, are hereby authorized to execute the releases contemplated by this section. This section also authorizes the execution of one or more Limited Release Agreements, based on the use of escrows for improvements as contemplated in Section 5 above, as may be acceptable to the City.

Section 10. Storm Water Detention Facility Release.

With respect to the Owner's obligation to construct the Storm Water Detention Facilities, the City agrees to provide a partial release from any liens or clouds on title to the Subdivision by reason of such storm water management obligations, provided the City Engineer certifies that the following conditions and/or events have occurred:

1) The Facility has been substantially completed.

2) An escrow account has been established with the City in an amount not less than $5,000 per basin to which the City's lien should attach immediately upon execution or recording of the partial release.

3) Ground cover is established and mowable so that upland area is stable and surface erosion is mitigated.

The City agrees to issue a total release of this obligation upon certification by the City Engineer, in writing, that all of the following events and/or conditions have been satisfactorily completed:

(a) Permanent ground cover is established and mowable.

(b) Erosion and sedimentation are controlled in conformance with the approve plans and specifications.

(c) The Facilities are complete.

(d) All land within the tributary area in the development has been developed.

(e) A topographic survey has been performed and it has been verified by a licensed engineer that the regional detention basin has the required storage capacity, as evidenced by a signed and sealed certification.

Section 11. Street Maintenance and Public Services.

Owner and Subdivider agree that public services, including but not limited to street maintenance, traffic control, snow removal, and solid waste collection, will not be extended to the Subdivision until the concrete streets are installed and accepted by the City.

Section 12. Miscellaneous.

A. All electrical, telephone, and cable television service and distribution lines shall be installed underground.

B. Plat notes and surveyor's notes on plats serve to provide notice of how a subdivision is expected to develop. Said notes are not intended to create any vested private interest in any stated use restriction or covenant, or create any third party beneficiaries to any noted use restriction or covenant. The City reserves the right, in its sole discretion, subject to any applicable public notice and approval process required by law, to alter or amend any plat note, or to sell or vacate any right-of-way, street,

alley, park, easement, open area or other land set apart and dedicated for public use within the plat. The City further reserves the right, upon request of the owner or successor in interest, to vacate the plat and/or relocate any easement, alter lot boundaries or allow said land to be replatted subject to any applicable public notice and approval process required by law.

C. The City shall not issue a building permit for any lot in the Subdivision until such time as the Owner and Subdivider have paid to the City a water main extension fee in the amount of $4,934.99 ($503.57 per acre multiplied by 9.80 acres) pursuant to the City Code.

D. The City shall not issue a building permit for any lot in the Subdivision until such time as the Owner and Subdivider have paid to the City a sewer tap-on fee in the amount of $17,152.82 ($570.98 per acre multiplied by 1.81 acres plus $2,017.44 per acre multiplied by 7.99 acres) pursuant to the City Code.

E. Mailbox clusters may be installed within the median of Maclan Loop, as directed by the United States Postal Service, and in accordance with a temporary use of right-of-way agreement with the City, in a form approved by the City Attorney, to be executed prior to issuance of a building permit for any lot in the Subdivision.

F. Subdivider also agrees to pay the City $46,440.00 in lieu of dedicating 0.97 acres for neighborhood open space pursuant to the provisions of Section 14-5K-6 of the Iowa City Code of Ordinances, which fee shall be paid prior to the issuance of building permits for lots within the Subdivision. This fee shall be deposited and administrated according to Section 14-5K-6 of the Iowa City Code of Ordinances.

G. Areas within all medians constructed within the public right-of-way, excluding the traveled portion of the public right-of-way, shall be maintained by Owner, who may transfer this maintenance obligation to an Owner's Association.

H. Outlot A is for private open space. Owner shall own and maintain said Outlot A in accordance with the approved Sensitive Areas Development Plan, the Sensitive Areas Development Ordinance, and the conservation easement executed contemporaneously herewith. Owner may transfer ownership to an Owner's Association.

I. In accordance with the conditional zoning agreement recorded in Book 6432, Page 616-622, in the records of the Johnson County, Iowa Recorder, the City shall not issue a building permit for any lot in the Subdivision until such time as the Owner and Subdivider have paid to the City 50% of the cost of upgrading Camp Cardinal Road to City Standards, including the cost of constructing the traffic circle at the intersection of Deer Creek Road and Camp Cardinal Road.

Section 13. Binding Effect.

This agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and shall be construed as a covenant running with the title to the lots within the Subdivision.

Dated this 10th day of February, 2023.

SUBDIVIDER:

IC Grove East, LLC

By: _____
Dave Oyler, Manager

CITY:

By: _____
~~Bruce~~ Teague, Mayor

ATTEST:

_____
Kellie Fruehling, City Clerk

Approved by:

_____
City Attorney 2/23/23

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 20th day of February, 2023, by Dave Oyler, Manager of IC Grove East, LLC.

_____
Notary Public in and for said State

JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 5 day of March, 2023, by Bruce Teague and Kellie Fruehling, as the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa.

WENDY S. MAYER
Commission Number 729428
My Commission Expires
4-13-25

_____
Notary Public in and for said State

CONSERVATION EASEMENT
CARDINAL HEIGHTS PART ONE

THIS AGREEMENT, made and entered into by and between IC Grove East, LLC, an Iowa limited liability company (Subdivider), which expression shall include its successors in interest and assigns, and the City of Iowa City, Iowa (the City), which expression shall include its successors in interest and assigns.

WHEREAS, Subdivider is the owner of certain property within Cardinal Heights Part One ("the Subdivision") containing sensitive areas, as defined by the Iowa City Code of Ordinances, including wetlands, woodlands and slopes; and

WHEREAS, the City Council approved a Level II preliminary sensitive areas development (SADP) plan contemporaneous with rezoning the property platted as Cardinal Heights, Part One to OPD/RM-12; and

WHEREAS, pursuant to Iowa City Code Section 14-8D-7, Subdivider shall obtain administrative approval of a final SADP plan ("the Plan") prior to any development activity occurring within the Subdivision; and

WHEREAS, in accordance with the Iowa City Sensitive Areas Ordinance, Subdivider must establish a Conservation Easement over certain property within the subdivision to mitigate the impact of development on the sensitive features.

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of $1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Subdivider hereby grants and conveys to City a conservation easement for the purpose of protecting certain environmentally sensitive areas in accordance with the Iowa City Sensitive Areas Ordinance and the Plan from being disturbed or constructed upon, over and across the areas designated as "Conservation Easement" as shown on the Final Plat of Cardinal Heights Part One, Iowa City, Iowa, hereinafter described as "Easement Area."

1. Grant of Easement and Rights of the City. To accomplish the purposes of this easement, the following rights are granted and conveyed to the City, which shall include the right to enter upon and perform any work reasonably necessary to effectuate these rights:

(a) To preserve, protect, and maintain the Easement Area consistent with this Agreement.

(b) To enter upon the Easement Area at reasonable times in order to monitor compliance with the terms of this easement agreement

(c) To prevent any activity on or use of the Easement Area that is inconsistent activity or use pursuant to this agreement.

2. Permitted Uses of the Easement Areas. Subdivider reserves to itself, its representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited herein and that are not inconsistent with the purposes of this easement. Without limiting the generality of the foregoing, the right to remove invasive trees and shrubs for species control is expressly reserved;

In the event that Subdivider desires to undertake activities not specifically permitted by the foregoing paragraph, and not specifically prohibited by the provisions of Paragraph 3 below, Subdivider shall notify the City in writing not less than thirty (30) days prior to the date Subdivider intends to undertake such activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the City to make an informed judgment as to its consistency with the purposes of this easement.

3. Prohibited Uses of the Property. Any activity on or use of the Easement Area inconsistent with the purposes of this easement is prohibited. It shall be the responsibility of the Subdivider and/or a homeowners' association to enforce this Paragraph 3. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or erection of any building, shed, or structure;

(b) Dumping of ashes, trash, rubbish, garbage, or any other materials;

(c) Placing billboards, outdoor advertising structures, or advertisement of any kind on the Easement Area, excepting signs of a reasonable size intended for the protection of the Easement Area or the identification of a boundary of the Easement Area;

(d) Any exploitation of mineral resources, by either subsurface or surface means;

(e) Agricultural practices, including but not limited to, grazing, cultivating, tilling, plowing, or hay cutting;

(f) Use of pesticides or herbicides, except for the eradication of species detrimental to the natural beauty and ecological integrity of the Easement Area as approved in advance by the City;

(g) Use of motorized vehicles of any type, except as may be necessary for maintenance of the Easement Area consistent with the purposes of this easement and that will not result in significant damage as determined by City to soils, critical wildlife habitats, wetlands, woodlands, flood plains, floodways, and archeological sites;

(h) Introduction of non-native plant species, except as may be necessary, with the prior approval of the City, for erosion control purposes;

(i) Removal of natural materials except as specifically permitted under Paragraph 2(c) hereof. Control of plan diseases is allowed including the removal of diseased plants with prior approval by the City. Any plant removal for disease control purposes shall be in accordance with good preservation practices and further the intent of this easement;

(j) Alteration of the topography of the Easement Area or its drainage systems, except with prior approval of the City, for purposes of erosion control, drainage tile repair, sanitary sewer repair, enhancement of wetland values, public safety considerations, or for purposes protective of the natural integrity of the Easement Area;

(k) Installation of utility structures or lines, except with the prior approval of City.

4. The cost of maintaining the Easement Area and enforcing the terms of this Agreement shall be borne by the Subdivider until all lots in the Subdivision have been conveyed to third parties and Outlot A is conveyed to a homeowners' association. Thereafter the cost of maintaining the Easement Area shall be borne by the owner(s) of the Easement Area.

5. Subdivider does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and Subdivider has good and lawful right to convey it, or any part thereof.

6. Nothing in this Agreement shall be construed to impose an obligation on the City to exercise any of its rights under this Agreement, or perform any maintenance or monitoring of the Easement Area, which obligation shall remain on the Subdivider or its successors in interest.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

DATED as of this 20th day of February, 2023.

OWNER:
IC Grove East, LLC

by: Dave Oyler, Manager

CITY:

By: Bruce Teague, Mayor

ATTEST:

Kellie Fruehling, City Clerk

Approved by:

City Attorney 2/23/23

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on the 20th day of February, 2023 by Dave Oyler, Manager of IC Grove East, LLC.

Notary Public in and for said State

JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 5 day of March, 2023, by Bruce Teague and Kellie Fruehling, as the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa.

WENDY S. MAYER
Commission Number 729428
My Commission Expires
7-15-25

Notary Public in and for said State

SANITARY SEWER AGREEMENT
CARDINAL HEIGHTS PART ONE

THIS AGREEMENT, made and entered into by and between IC Grove East, LLC (Owner), which expression shall include successors in interest and assigns, and the City of Iowa City, Iowa (Iowa City), which expression shall include its successors in interest and assigns.

WITNESSETH:

It is hereby agreed as follows:

For the sum of $1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such sewage lines, pipes, mains, and conduits as the City shall from time to time elect for conveying sewage, with all necessary appliances and fittings, for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the areas designated as "15' Utility and Sanitary Sewer Easement" on the Final Plat of Cardinal Heights Part One, Iowa City, Iowa, hereafter described as "Easement Areas."

Owner further grants to the City:

1. The right of grading said Easement Areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said Easement Areas to such extent as the City may find reasonably necessary.

2. The right from time to time to trim, cut down and clear away any and all trees and brush on said Easement Areas and also to trim, cut down and clear away any trees on either side of said Easement Areas which now or hereafter in the opinion of the City may be a hazard to said Easement Areas, or which may interfere with the exercise of the City's rights hereunder in any manner.

The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the easement area. The City shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provided herein, the City shall have no responsibility for maintaining the easement area.

Owner reserves the right to use the Easement Area for purposes which will not interfere with the City's full enjoyment of the rights hereby granted, provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other
obstruction on said area, or diminish or substantially add to the ground cover over said Easement Area. Any such improvement installed within the easement area, with or without City approval, may be removed by the City without compensation or replacement.

Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and that it has a good and lawful right to convey it, or any thereof.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall Owner be deemed acting as the City's agent

during the original construction and installation of said improvement. Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Owner until completion and until acceptance by the City, as by law provided.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

Dated as of this 20th day of February, 2023.

OWNER:

IC Grove East, LLC

By: Dave Oyler, Manager

CITY:

By: Bruce Teague, Mayor

ATTEST:

Kellie Fruehling, City Clerk

Approved by:

City Attorney 2/23/23

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

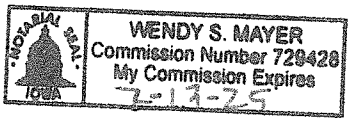
This instrument acknowledged before me this 20th day of February, 2023, by Dave Oyler, Manager of IC Grove East, LLC.

Notary Public in and for said State

NOTARIAL SEAL IOWA
JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 5 day of March, 2023, by Bruce Teague and Kellie Fruehling, as the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa.



Wendy S Mayer
Notary Public in and for said State

STORM SEWER EASEMENT AGREEMENT
CARDINAL HEIGHTS PART ONE, IOWA CITY, IOWA

THIS AGREEMENT is made and entered into by and between IC Grove East, LLC (Owner), which expression shall include its successors in interest and assigns, and the City of Iowa City, Iowa (the City), which expression shall include its Successors in interest and assigns.

It is hereby agreed as follows:

For the sum of $1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such storm sewer lines, pipes, mains, and conduits as the City shall from time to time elect for conveying storm water with all necessary appliances and fittings for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto over and across those areas designated as "30' Storm Sewer Easement" and "20' Storm Sewer Easement" on the Final Plat of said subdivision herein described as the "Easement Areas."

Owner further grants to the City:

1. The right of grading said Easement Areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said Easement Areas, to such extent as the City may find reasonably necessary.

2. The right from time to time to trim, to cut down and clear away any and all trees and brush on said Easement Areas, and also to trim, cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of the City may be a hazard to said Easement Areas or which may interfere with the exercise of the City's rights hereunder in any manner.

3. The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the Easement Areas. The City shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provided herein, the City shall have no responsibility for maintaining the Easement Areas.

4. Owner reserves the right to use said Easement Areas for purposes which will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas, or diminish or substantially add to the ground cover over said Easement Areas. Any improvements installed within the easement area, with or without the approval of the City, may be removed by the City without compensation or replacement.

5. Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and that they have a good and lawful right to convey it, or any part thereof.

6. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement(s) at issue herein. Nor shall Owner be deemed acting as the City's agent during the original construction and installation of said improvement.

7. Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Owner until completion by Owner, and until acceptance by the City, as provided by law.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

DATED as of this 20th day of February, 2023

OWNER:
IC Grove East, LLC

By: _____
Dave Oyler, Manager

CITY: ATTEST:

By: _____ _____
Bruce Teague, Mayor Kellie Fruehling, City Clerk

Approved by:

_____
City Attorney 2/23/23

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

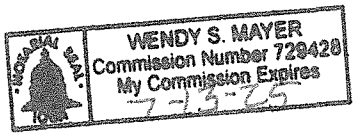
This instrument was acknowledged before me on the 20th day of February, 2023 by Dave Oyler, Manager of IC Grove East, LLC.

_____
Notary Public in and for said State

NOTARIAL SEAL IOWA
JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 5 day of March, 2023, by Bruce Teague and Kellie Fruehling, as the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa.



Wendy S Mayer
Notary Public in and for said State

STORM WATER DETENTION EASEMENT AGREEMENT
CARDINAL HEIGHTS PART ONE, IOWA CITY, IOWA

The IC Grove East, LLC hereinafter "Owner" of the real estate described as Cardinal Heights Part One, Iowa City, Iowa, on the approved Final Plat thereof, hereby grants to the City of Iowa City, Iowa an easement for construction, operation and maintenance of stormwater control structures and stormwater control facilities, together with a right of ingress and egress thereto over and across that portion of Cardinal Heights Part One labeled as "Storm Water Detention Easement" as shown upon on the Final Plat of Cardinal Heights Part One and sometimes referred to herein as the Easement Area.

Owner grants to the City the following rights in conjunction with the Easement:

1. The right of grading said Easement Area for the full width thereof, and the right to extend the cuts and fills for such grading into and on said land along and outside of said Easement Area as the City may find reasonably necessary.

2. The right from time to time to trim, to cut down and clear away all trees and brush on said Easement Area, and on either side of the Easement Area, which now or hereafter in the opinion of the City may be a hazard to said facilities or may interfere with the City's rights hereunder in any manner.

3. The City shall indemnify Owner and the Association against any loss or damage which shall be caused by the negligent exercise of any ingress or egress, construction, use or maintenance by the City or its agents or employees in the course of their employment.

4. Owner reserves the right to use the Easement Area for purposes which will not interfere with the City's full enjoyment of the rights hereby granted, provided that the Owner and Subdivider and Association shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said area, or diminish or substantially add to the ground cover over said Easement Area. Any such improvement installed within the easement area, with or without City approval, may be removed by the City without compensation or replacement.

5. Owner and the Association shall maintain the area within the Easement Area free from weeds and debris and shall in no event fill or prevent the storm water detention facilities to be filled in, and the Owner and Subdivider and the Association also agree to maintain its land so as to minimize erosion in and around the Easement Area. If the Owner fails to maintain the storm water management facilities in accordance with the City ordinances and design standards, the City shall have the right to perform said maintenance. Owner and Subdivider acknowledge and agree that all lots in the Subdivision are specifically benefitted by said facilities so that the cost of said maintenance shall be a lien and charge against all of the lots in the Subdivision. The cost of said maintenance need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements.

6. Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and that they have a good and lawful right to convey it, or any part thereof.

7. After completion of the storm water detention facility, the Association and its successors and assigns shall thereafter maintain the facilities and Easement Area. The maintenance shall include maintaining and mowing the ground cover and keeping it free of debris. The City shall have no obligation for maintenance of the facilities or the Easement Area. This obligation for maintenance will

be transferred and become the obligation of the Homeowners Association formed in part for this purpose.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

DATED as of this 20th day of February, 2023.

OWNER:
IC Grove East, LLC

by: Dave Oyler, Manager

CITY:

By: Bruce Teague, Mayor

ATTEST:

Kellie Fruehling, City Clerk

Approved by:

City Attorney 2/23/23

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on the 20th day of February, 2023 by Dave Oyler, Manager of IC Grove East, LLC.

Notary Public in and for said State

JANE E HOBBS
Commission Number 789948
My Commission Expires
May 4, 2024

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 5 day of March, 2023, by Bruce Teague and Kellie Fruehling, as the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa.

WENDY S. MAYER
Commission Number 729428
My Commission Expires
7-3-25

Notary Public in and for said State

UNDERGROUND UTILITY EASEMENT
CARDINAL HEIGHTS PART ONE

In consideration of the approval of the Final Plat of Cardinal Heights Part One, the undersigned hereby grants to MidAmerican Energy, Lumen Technologies, Inc., MediaCom Iowa, L.L.C., MetroNet, ImOn Communications, and the City of Iowa City, and their successors and assigns, (hereinafter "Grantees") a perpetual easement upon, over, under, along and across the areas marked upon the Final Plat of Cardinal Heights Part One as "15' Utility Easement", "15' Utility and Watermain Easement", and "15' Utility and Sanitary Sewer Easement" hereafter referred to as "Easement Areas."

The Grantees of this easement shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purposes of serving the Subdivision and other property with electricity, gas, and communication service within the Easement Areas; the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid.

Grantees shall promptly backfill any trench made by them, and repair any damages caused by them within the Easement Areas. Grantees shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights granted herein.

Owner, its successors in interest and assigns, reserve the right to use said easement areas for purposes which will not interfere with the Grantees' full enjoyment of rights hereby granted; provided that Owner shall not erect or construct any reservoir, fence, retaining wall or other obstruction on said areas, or diminish or substantially add to the ground cover over said Easement Areas. No permanent dwellings or trees shall be placed on the areas so designated for Utility Easements, but with advance written authorization from the Grantees' Representatives the same may be used for gardens, shrubs, plantings, minor landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted, but such items placed in the Easement Areas, with or without City approval, may be removed by the Grantees without compensation or replacement.

Dated as of this 20th day of February, 2023.

OWNER:

IC Grove East, LLC

By: Dave Oyler, Manager

CITY:

By: Bruce Teague, Mayor

ATTEST:

Kellie Fruehling, City Clerk

Approved by:

_____
City Attorney

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 30th day of February, 2023, by Dave Oyler, Manager of IC Grove East, LLC.

_____
Notary Public in and for said State

JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this ___ day of _____, 2023, by Bruce Teague and Kellie Fruehling, as the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa.

_____
Notary Public in and for said State

WATER MAIN EASEMENT AGREEMENT
CARDINAL HEIGHTS PART ONE

THIS AGREEMENT made by and between IC Grove East, LLC, hereinafter called "Subdivider", which expression shall include its successors and assigns, and the City of Iowa, City, Iowa, a municipal corporation hereinafter called the "City".

WITNESSETH:

It is hereby agreed as follows:

For the sum of $1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Subdivider hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such water liens, pipes, mains, and conduits, as the City shall from time to time elect for conveying water, with all necessary appliances and fittings, for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the area designated as "15' Utility and Watermain Easement" on the Final Plat of Cardinal Heights Part One, Iowa City, Iowa, hereafter described as "easement areas", as located within the Subdivision.

Subdivider further grants to the City:

1. The right of grading said easement areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said easement areas to such extent as the City may find reasonably necessary.

2. The right from time to time to trim, cut down and clear away any and all trees and brush on said easement areas and also to trim, cut down and clear away any trees on either side of said easement areas which now or hereafter in the opinion of the City may be a hazard to said easement areas, or which may interfere with the exercise of the City's rights hereunder in any manner.

The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the easement areas. The City shall indemnify Subdivider against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provided herein, the City shall have no responsibility for maintaining the easement areas.

Subdivider reserves the right to use said easement areas for purposes which will not interfere with the City's full enjoyment of the rights hereby granted; provided that Subdivider shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas, or diminish or substantially add to the ground cover over said easement areas.

Subdivider does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and has good and lawful right to convey it, or any part thereof.

Nothing in this Agreement shall be construed to impose a requirement on the City to

install the original public improvement at issue herein. Nor shall Subdivider be deemed acting as the City's agent during the original construction and installation of said improvement. Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Owner and Subdivider until completion and until acceptance by the City, as by law provided.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

Dated as of this 20th day of February, 2023.

SUBDIVIDER:

IC Grove East, LLC

By: Dave Oyler, Manager

CITY:

By: Bryce Teague, Mayor

ATTEST:

Kellie Fruehling, City Clerk

Approved by:

City Attorney 2/23/23

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

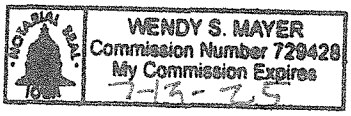
This instrument acknowledged before me this 20th day of February, 2023, by Dave Oyler, Manager of IC Grove East, LLC.

Notary Public in and for said State

NOTARIAL SEAL IOWA
JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 5 day of March, 2023, by Bruce Teague and Kellie Fruehling, as the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa.



Wendy S Mayer
Notary Public in and for said State

7.h

Prepared by: Esther Tetteh, Associate Planner, 410 E. Washington St., Iowa City, IA 52240 (SUB22-0017)

Resolution No. 23-46

Resolution Approving Final Plat of Cardinal Heights Part 2, Iowa City, Iowa.

Whereas, the owner, IC Grove East, LLC, filed with the City Clerk the final plat of Cardinal Heights Part 2, Iowa City, Iowa, Johnson County, Iowa; and

Whereas, said subdivision is located on the following-described real estate in Iowa City, Johnson County, Iowa, to wit:

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4-S.E 1/4) AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (S.E.1/4-N.E.1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 12;

THENCE SOUTH 1°02'35" EAST ON THE EAST LINE OF SAID N.E.1/4-S.E.1/4, A DISTANCE OF 601.82 FEET TO A NORTH LINE OF CARDINAL HEIGHTS PART ONE;

(THE FOLLOWING TWELVE (12) COURSES ARE ON THE NORTH LINES OF CARDINAL HEIGHTS PART ONE)

THENCE SOUTH 89°05'50" WEST, 457.65 FEET;

THENCE SOUTH 6°28'51" EAST, 123.28 FEET;

THENCE SOUTH 16°17'29" EAST, 98.74 FEET TO THE BEGINNING OF A 530.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF 37.65 FEET BEARING SOUTH 63°31'40" WEST;

THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, 37.65 FEET;

THENCE SOUTH 61°29'33" WEST, 56.58 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 13.34 FEET BEARING NORTH 70°40'19" WEST;

THENCE WESTERLY ON THE ARC OF SAID CURVE, 15.03 FEET;

THENCE NORTH 22°50'12" WEST, 22.36 FEET;

THENCE SOUTH 67°09'48" WEST, 60.00 FEET;

THENCE SOUTH 22°50'12" EAST, 22.31 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF 13.26 FEET BEARING SOUTH 24°35'23" WEST;

THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, 14.90 FEET TO THE BEGINNING

OF A 470.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 52.06 FEET BEARING SOUTH 75°11'28" WEST;

THENCE WESTERLY ON THE ARC OF SAID CURVE, 52.09 FEET;

THENCE SOUTH 78°21'34" WEST, 146.92 FEET TO A WESTERLY LINE OF SAID AUDITOR'S PARCEL 2011054;

(THE FOLLOWING SEVEN (7) COURSES ARE ON THE WESTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

THENCE SOUTH 76°27'41" WEST, 20.01 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY AND HAVING A LONG CHORD OF 27.78 FEET BEARING NORTH 57°29'18" WEST;

THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, 30.71 FEET TO THE BEGINNING OF A 1110.00 FOOT RADIUS CURVE, CONCAVE EASTERLY AND HAVING A LONG CHORD OF 23.56 FEET BEARING NORTH 10°19'13" WEST;

THENCE NORTHERLY ON THE ARC OF SAID CURVE, 23.56 FEET;

THENCE NORTH 9°42'24" WEST, 427.37 FEET TO THE BEGINNING OF A 660.00 FOOT RADIUS CURVE, CONCAVE EASTERLY AND HAVING A LONG CHORD OF 155.55 FEET BEARING NORTH 2°56'21" WEST;

THENCE NORTHERLY ON THE ARC OF SAID CURVE, 155.91 FEET;

THENCE NORTH 3°49'42" EAST, 289.91 FEET TO THE BEGINNING OF A 760.00 FOOT RADIUS CURVE, CONCAVE WESTERLY AND HAVING A LONG CHORD OF 81.30 FEET BEARING NORTH 0°45'44" EAST;

THENCE NORTHERLY ON THE ARC OF SAID CURVE, 81.34 FEET TO THE NORTH LINE OF SAID AUDITOR'S PARCEL 2011054;

THENCE NORTH 89°07'35" EAST ON SAID NORTH LINE, 300.30 FEET;

THENCE NORTH 59°40'02" EAST ON SAID NORTH LINE, 654.09 FEET TO THE EAST LINE OF SAID S.E.1/4-N.E.1/4;

THENCE SOUTH 0°18'40" WEST ON SAID EAST LINE, 371.67 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 17.88 ACRES.

Whereas, the Neighborhood and Development Services Department and the Public Works Department examined the proposed final plat and subdivision, and recommended approval; and

Whereas, a dedication has been made to the public, and the subdivision has been made with the free consent and in accordance with the desires of the owners and proprietors; and

Whereas, said final plat and subdivision are found to conform with Chapter 354, Code of Iowa (2021) and all other state and local requirements.

Now, therefore, be it resolved by the City Council of the City of Iowa City, Iowa, that:

1. The said final plat and subdivision located on the above-described real estate be and the same are hereby approved.

2. The City accepts the dedication of the streets and easements as provided by law and specifically sets aside portions of the dedicated land, namely streets, as not being open for public access at the time of recording for public safety reasons. The City shall accept the public improvements and open them for public access upon satisfaction of the terms and conditions stated in the Subdivider's Agreement.

3. The Mayor and City Clerk of the City of Iowa City, Iowa, are hereby authorized and directed, upon approval by the City Attorney, to execute all legal documents relating to said subdivision, and to certify a copy of this resolution, which shall be affixed to the final plat after passage and approval by law. The City Clerk shall record the legal documents and the plat at the office of the County Recorder of Johnson County, Iowa at the expense of the owner.

Passed and approved this 21st day of February, 2023.

Mayor Pro Tem

Attest: _____
City Clerk

Approved by

_____
City Attorney's Office
(Sara Hektoen – 02/14/2023)

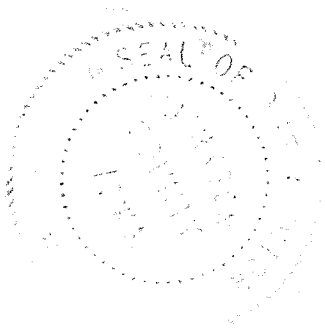
It was moved by Dunn and seconded by Taylor the Resolution be adopted, and upon roll call there were:

Ayes:	Nays:	Absent:
X		Alter
X		Bergus
X		Dunn
X		Harmsen
X		Taylor
		Teague
X		Thomas

Dated as of this 21 day of February, 2023.

Travis Weipert

Travis Weipert, County Auditor



T Williams

by: Deputy

CERTIFICATE OF COUNTY TREASURER

I, Thomas L. Kriz, Johnson County Treasurer, certify that all real estate taxes and special assessments have been paid with reference to the property described below as of the date of this certificate.

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4-S.E 1/4) AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (S.E.1/4-N.E.1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 12;

THENCE SOUTH 1°02'35" EAST ON THE EAST LINE OF SAID N.E.1/4-S.E.1/4, A DISTANCE OF 601.82 FEET TO A NORTH LINE OF CARDINAL HEIGHTS PART ONE;

(THE FOLLOWING TWELVE (12) COURSES ARE ON THE NORTH LINES OF CARDINAL HEIGHTS PART ONE)

THENCE SOUTH 89°05'50" WEST, 457.65 FEET;

THENCE SOUTH 6°28'51" EAST, 123.28 FEET;

THENCE SOUTH 16°17'29" EAST, 98.74 FEET TO THE BEGINNING OF A 530.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF 37.65 FEET BEARING SOUTH 63°31'40" WEST;

THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, 37.65 FEET;

THENCE SOUTH 61°29'33" WEST, 56.58 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 13.34 FEET BEARING NORTH 70°40'19" WEST;

THENCE WESTERLY ON THE ARC OF SAID CURVE, 15.03 FEET;

THENCE NORTH 22°50'12" WEST, 22.36 FEET;

THENCE SOUTH 67°09'48" WEST, 60.00 FEET;

THENCE SOUTH 22°50'12" EAST, 22.31 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF 13.26 FEET BEARING SOUTH 24°35'23" WEST;

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LONG CHORD OF 52.06 FEET BEARING SOUTH 75°11'28" WEST;

THENCE WESTERLY ON THE ARC OF SAID CURVE, 52.09 FEET;

THENCE SOUTH 78°21'34" WEST, 146.92 FEET TO A WESTERLY LINE OF SAID AUDITOR'S PARCEL 2011054;

(THE FOLLOWING SEVEN (7) COURSES ARE ON THE WESTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

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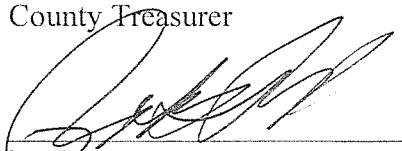
THENCE SOUTH 0°18'40" WEST ON SAID EAST LINE, 371.67 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 17.88 ACRES.

Dated as of this 21 day of Feb, 2023.

~~Thomas L. Kr~~iz, Scott Finlayson

County Treasurer



by: Deputy

Parcel #: 1112401008

CERTIFICATE OF COUNTY AUDITOR
APPROVAL OF SUBDIVISION NAME

I, Travis Weipert, Johnson County Auditor, approve of the name Cardinal Heights Part Two as succinct and unique to Johnson County with reference to the property described below as of the date of this certificate.

LEGAL DESCRIPTION:

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4-S.E 1/4) AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (S.E.1/4-N.E.1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 12;

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THENCE SOUTH 16°17'29" EAST, 98.74 FEET TO THE BEGINNING OF A 530.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF 37.65 FEET BEARING SOUTH 63°31'40" WEST;

THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, 37.65 FEET;

THENCE SOUTH 61°29'33" WEST, 56.58 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 13.34 FEET BEARING NORTH 70°40'19" WEST;

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THENCE NORTH 22°50'12" WEST, 22.36 FEET;

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THENCE SOUTH 22°50'12" EAST, 22.31 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF 13.26 FEET

ATTORNEY'S TITLE OPINION

Re: CARDINAL HEIGHTS PART TWO located in Iowa City, Johnson County, Iowa, and legally described as follows:

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4-S.E 1/4) AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (S.E.1/4-N.E.1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 0°18'40" WEST ON SAID EAST LINE, 371.67 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 17.88 ACRES.

I, Erek P. Sittig, state that I am a practicing attorney in the State of Iowa and that I have examined a complete abstract of title to the above-described property being Hawkeye Title Services, L.C., Abstract No. 250428. The abstract of title has been continued to October 25, 2022, at 5:30 p.m., and as of that date the abstract shows that fee title to the above-described property is in IC Grove East, LLC.

The abstract sets out the following encumbrances:

1. Conditional Zoning Agreement with the City of Iowa City recorded October 11, 2022, in Book 6432, Page 616.

2. Mortgage in favor of GreenState Credit Union dated October 14, 2022, and recorded October 19, 2022, in Book 6435, Page 97.

Erek P. Sittig

OWNER'S CERTIFICATE

The undersigned, IC Grove East, LLC, request approval of the subdivision known as Cardinal Heights Part Two, said subdivision shown on the final plat thereof to which this document is attached, which is a subdivision of the following described property:

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4-S.E 1/4) AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (S.E.1/4-N.E.1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 12;

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BEGINNING OF A 470.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 52.06 FEET BEARING SOUTH 75°11'28" WEST;

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THENCE SOUTH 0°18'40" WEST ON SAID EAST LINE, 371.67 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 17.88 ACRES.

The undersigned further states that subdivision is made with the free consent and in accordance with the desire of the undersigned, owners of the land included within the subdivision.

The rights-of-way, streets, and easements, including all of Lots A and B as shown on the subdivision plat, are hereby dedicated to the public as provided for by Section 354.19 of the Code of Iowa (2022).

Dated as of this 20th day of February, 2023

IC Grove East, LLC

by: Dave Oyler, Manager

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on the 20th day of February, 2023, by Dave Oyler, Manager of IC Grove East, LLC.

Notary Public in and for said State

NOTARIAL SEAL IOWA
JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

MORTGAGEE CONSENT TO SUBDIVISION

The undersigned, on behalf of GreenState Credit Union, states that GreenState Credit Union holds an encumbrance on the property described below included within Cardinal Heights Part Two as follows:

Mortgage dated October 14, 2022, and recorded October 19, 2022, in Book 6435, Page 97.

The property included within Cardinal Heights Part Two is described as follows:

LEGAL DESCRIPTION:

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THENCE SOUTH 0°18'40" WEST ON SAID EAST LINE, 371.67 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 17.88 ACRES.

The undersigned, on behalf of GreenState Credit Union, and pursuant to Section 354.11 of the Code of Iowa, states that the company consents to the subdivision of the above-described property into Cardinal Heights Part Two and hereby releases any and all liens against those portions of the property dedicated to the public.

Dated as of this 27th day of March, 2023.

GreenState Credit Union

By: _____
Aaron Friederich
Vice President Commercial Lending

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on the 27th day of March, 2023, by Aaron Friederich, Vice President Commercial Lending of GreenState Credit Union.

_____
Notary Public in and for said State

NOTARIAL SEAL IOWA
JESSICA IMMERFALL
Commission Number 770292
My Commission Expires
10/25/23

SUBDIVIDER'S AGREEMENT
CARDINAL HEIGHTS PART TWO
IOWA CITY, IOWA

THIS AGREEMENT made by and between IC Grove East, LLC, hereinafter called "Owner" or "Subdivider", and the City of Iowa City, Iowa, a municipal corporation hereinafter called the "City".

IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Public improvements.

In consideration of the City approving the Plat of Cardinal Heights Part Two, Iowa City, Iowa, hereinafter "the Subdivision", the Subdivider agrees as a covenant running with the land as follows:

Subject to Section 5, the City shall not issue a Building Permit for any of the lots in the Subdivision unless and until water mains, sanitary sewers, storm sewers, concrete street paving at least 28 feet in width on Maclan Court, and concrete sidewalk paving to be completed prior to the issuance of a Building Permit as set out in Section 4 of this Subdivider's Agreement, hereinafter "Improvements", have been installed in the Subdivision as required by the City's Subdivision Ordinance, and until said improvements have been accepted by the City, and subdivision erosion control measures have been installed as required by the City under its ordinances.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original improvements at issue herein. Nor shall the Owner and the Subdivider be deemed acting as the City's agent during the original construction and installation of said improvements.

The parties agree that the obligation to install the improvements herein shall be in accordance with City specifications or approved plans, and the obligation to install said improvements shall remain with the Owner and the Subdivider until completion by the Subdivider, and until acceptance of the improvements by the City, as provided by law.

Section 2. Storm Water Management.

In consideration of the City approving the subdivision, the Subdivider agrees as a covenant running with the land that, except as provided in this Agreement, the City need not issue a building permit for any lot in the Subdivision until the Storm Water Detention Facility ("Facility"), including the site work incident thereto, located on Outlot "A", Cardinal Heights, Part One, , has been installed and either released or accepted by the City. Subdivider agrees that the duty to maintain the Facility shall remain on the Subdivider, the present owner of the Facility, and Subdivider's successors and assigns in interest, including a non-profit owners association formed in part for that purpose. Said maintenance shall comply with the City's Storm Water Management Ordinance, Title 16, Chapter 3, Article G, as amended.

Section 3. Construction of Improvements.

All Improvements described in Section 1 of this Agreement shall be constructed and installed by the Owner and the Subdivider according to plans and specifications approved by the City Engineer of the City of Iowa City, who shall have the right to make occasional inspection of the work in progress. Such inspections shall not relieve or release the Subdivider from its responsibility to construct said

Improvements in accordance with the approved plans and specifications. Further, said inspections shall not create a duty or warranty on the part of the City that the construction of said Improvements is in compliance with said plans and specifications.

Section 4. Sidewalks.

The Owner and the Subdivider agree to install sidewalks 5 feet in width abutting each of the platted lots and that portion of Outlot A adjacent to Deer Creek Road.

All sidewalks shall be installed according to specifications approved by the City Engineer for the City of Iowa City, Iowa and as required by the Iowa City Code of Ordinances. This obligation shall remain a lien on each abutting platted lot until installed and released by the City, and the Release duly recorded in the Johnson County Recorder's office.

Except as provided below, the Owner and the Subdivider, or its successor(s), shall install the sidewalk abutting each numbered lot in the Subdivision when each such lot is developed, prior to the issuance of an occupancy permit for the dwelling on the Lot.

Prior to the issuance of a Building Permit for any of the lots in the subdivision, the Owner and Subdivider shall install the above-described sidewalks adjacent to the Outlot A.

Section 5. Building Permits and Escrow Monies.

In the event the Owner and the Subdivider, its assigns or successors in interest should desire a building permit on any lot in the Subdivision before the Improvements have been installed, the Owner and the Subdivider, its assigns or successors in interest, shall deposit with the City Finance Department, in escrow, an amount equal to 110% of the estimated cost of said Improvements as determined by the City Engineer (hereinafter "Improvements Escrow").

In addition to the Improvements Escrow, if Subdivision Erosion Control measures have not been installed, with ground cover established by growth, the City may require, as a condition to the issuance of the first building permit for construction within the Subdivision, that the Owner and the Subdivider deposit in escrow with the City the sum of $2,000.00 (the "Erosion Clean-Up Escrow") to assure reimbursement for the cost of cleaning public streets, storm sewers, gutters or catch basins, which may be incurred by the City as a result of erosion from any lot in the Subdivision. The Owner and the Subdivider shall be responsible for the cost of any such clean-up and to the extent that the Subdivider fails to accomplish erosion clean-up after reasonable notice from the City, the City is hereby authorized, but not obligated, to do the work and to charge the cost thereof to the Erosion Clean-Up Escrow, if adequate, and to charge any excess costs to the Owner and the Subdivider. If the Erosion Clean-Up Escrow is insufficient to pay the costs incurred by the City, the Owner and the Subdivider shall promptly reimburse the City for the excess costs incurred. The unused balance of the Erosion Clean-Up escrow shall be returned to the Owner and the Subdivider after erosion control measures have been installed, and ground cover has been established by growth.

After the Erosion Clean-Up and Improvements Escrows have been established, the building inspector of the City is authorized to issue a building permit if the applicant is in compliance with all other applicable requirements and ordinances of the City.

Section 6. Occupancy Permit.

Prior to the issuance of an occupancy permit for any structure erected pursuant to Section 5, the City in its discretion, may require the Owner and the Subdivider, its assigns or successors in interest, to construct and install the Improvements and sidewalks as required by this Agreement.

Section 7. Use of Escrow Monies.

If, after the issuance of an occupancy permit, the Improvements have not been constructed and installed, the City may use funds deposited in the Improvements Escrow to construct and install such Improvements. If the cost of the construction and installation of said Improvements exceed the amount of said escrow, the City shall have a lien and charge against all the lots in the Subdivision for the balance of the cost.

After the construction and installation of the Improvements, the City shall refund to the Owner and the Subdivider any Improvements Escrow monies not used by the City for the construction and installation of such improvements.

Section 8. Waiver.

If the Owner and the Subdivider sell or convey lots in said Subdivision without constructing or installing the Improvements; or the Owner and the Subdivider fail to install and/or repair sidewalks required in Section 4 hereof, the City shall have the right to install and construct said Improvements and/or repair sidewalks. Owner and Subdivider acknowledge and agree that all lots in the Subdivision are specifically benefitted by the Improvements so that the cost of the installation shall be a lien and charge against all of the lots in the Subdivision. The cost of Improvements need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements. The cost of installing/repairing the sidewalks shall be a lien and charge only against the lot or lots abutting or in front of which such sidewalks are to be installed. It is further provided that these requirements to construct the Improvements and install and/or repair sidewalks shall remain a lien against the lots in the Subdivision from the date of this Agreement until properly released, as hereinafter provided.

Section 9. Release.

The City agrees that when the Improvements have been installed as required to the satisfaction of the City, the City will, upon request, promptly issue to the Owner and the Subdivider, for recording in the Office of the Johnson County Recorder, a good and sufficient release for the lots in the Subdivision so that the obligation to install the Improvements described in Section 1 and pay the fees described in Section 11 of this Agreement will not constitute a cloud upon the title of the lots in the Subdivision. Separate sidewalk lien releases shall be issued for individual lots when appropriate. The Mayor and City Clerk, with the concurrence of the City Attorney and City Engineer, are hereby authorized to execute the releases contemplated by this section. This section also authorizes the execution of one or more Limited Release Agreements, based on the use of escrows for improvements as contemplated in Section 5 above, as may be acceptable to the City.

Section 10. Street Maintenance and Public Services.

Owner and Subdivider agree that public services, including but not limited to street maintenance, traffic control, snow removal, and solid waste collection, will not be extended to the Subdivision until the concrete streets are installed and accepted by the City.

Section 11. Miscellaneous.

A. All electrical, telephone, and cable television service and distribution lines shall be installed underground.

B. Plat notes and surveyor's notes on plats serve to provide notice of how a subdivision is expected to develop. Said notes are not intended to create any vested private interest in any stated use restriction or covenant, or create any third party beneficiaries to any noted use restriction or covenant. The City reserves the right, in its sole discretion, subject to any applicable public notice and approval process required by law, to alter or amend any plat note, or to sell or vacate any right-of-way, street, alley, park, easement, open area or other land set apart and dedicated for public use within the plat. The City further reserves the right, upon request of the owner or successor in interest, to vacate the plat and/or relocate any easement, alter lot boundaries or allow said land to be replatted subject to any applicable public notice and approval process required by law.

C. The City shall not issue a building permit for any lot in the Subdivision until such time as the Owner and Subdivider have paid to the City a water main extension fee in the amount of $9,003.83 ($503.57 per acre multiplied by 17.88 acres) pursuant to the City Code.

D. The City shall not issue a building permit for any lot in the Subdivision until such time as the Owner and Subdivider have paid to the City a sewer tap on fee in the amount of $10,209.12 ($570.98 per acre multiplied by 17.88 acres) pursuant to the City Code.

E. Mailbox clusters will be installed within Cardinal Heights Part One.

F. Subdivider also agrees to pay the City $84,729.00 in lieu of dedicating 1.79 acres for neighborhood open space pursuant to the provisions of Section 14-5K-6 of the Iowa City Code of Ordinances, which fee shall be paid prior to the issuance of building permits for lots within the Subdivision. This fee shall be deposited and administrated according to Section 14-5K-6 of the Iowa City Code of Ordinances.

J. Areas within all medians constructed within the public right-of-way, excluding the traveled portion of the public right-of-way, shall be maintained by Owner, who may transfer this maintenance obligation to an Owner's Association.

K. Outlot A is for private open space. Owner shall own and maintain said Outlot A in accordance with the approved Sensitive Areas Development Plan, the Sensitive Areas Development Ordinance, and the conservation easement executed contemporaneously herewith. Owner may transfer ownership to an Owner's Association.

Section 12. Binding Effect.

This agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and shall be construed as a covenant running with the title to the lots within the Subdivision.

Dated this 21st day of February, 2023.

SUBDIVIDER:
IC Grove East, LLC

By: _____
Dave Oyler, Manager

CITY:

By: _____
Bruce Teague, Mayor

ATTEST:

_____
Kellie Fruehling, City Clerk

Approved by:

_____
City Attorney
2/24/23

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 21st day of February, 2023, by Dave Oyler, Manager of IC Grove East, LLC.

_____
Notary Public in and for said State

JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 5 day of March, 2023, by Bruce Teague and Kellie Fruehling, as the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa.

WENDY S. MAYER
Commission Number 729428
My Commission Expires
7-14-25

_____
Notary Public in and for said State

CONSERVATION EASEMENT
CARDINAL HEIGHTS PART TWO

THIS AGREEMENT, made and entered into by and between IC Grove East, LLC, an Iowa limited liability company (Subdivider), which expression shall include its successors in interest and assigns, and the City of Iowa City, Iowa (the City), which expression shall include its successors in interest and assigns.

WHEREAS, Subdivider is the owner of certain property within Cardinal Heights Part Two ("the Subdivision") containing sensitive areas, as defined by the Iowa City Code of Ordinances, including wetlands, woodlands and slopes; and

WHEREAS, the City Council approved a Level II preliminary sensitive areas development (SADP) plan contemporaneous with rezoning the property platted as Cardinal Heights, Part One to OPD/RM-12; and

WHEREAS, pursuant to Iowa City Code Section 14-8D-7, Subdivider shall obtain administrative approval of a final SADP plan ("the Plan") prior to any development activity occurring within the Subdivision; and

WHEREAS, in accordance with the Iowa City Sensitive Areas Ordinance, Subdivider must establish a Conservation Easement over certain property within the subdivision to mitigate the impact of development on the sensitive features.

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of $1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Subdivider hereby grants and conveys to City a conservation easement for the purpose of protecting certain environmentally sensitive areas in accordance with the Iowa City Sensitive Areas Ordinance and the Plan from being disturbed or constructed upon, over and across the areas designated as "Conservation Easement" as shown on the Final Plat of Cardinal Heights Part One, Iowa City, Iowa, hereinafter described as "Easement Area."

1. Grant of Easement and Rights of the City. To accomplish the purposes of this easement, the following rights are granted and conveyed to the City, which shall include the right to enter upon and perform any work reasonably necessary to effectuate these rights:

(a) To preserve, protect, and maintain the Easement Area consistent with this Agreement.

(b) To enter upon the Easement Area at reasonable times in order to monitor compliance with the terms of this easement agreement

(c) To prevent any activity on or use of the Easement Area that is inconsistent activity or use pursuant to this agreement.

2. Permitted Uses of the Easement Areas. Subdivider reserves to itself, its representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited herein and that are not inconsistent with the purposes of this easement. Without limiting the generality of the foregoing, the right to remove invasive trees and shrubs for species control is expressly reserved;

In the event that Subdivider desires to undertake activities not specifically permitted by the foregoing paragraph, and not specifically prohibited by the provisions of Paragraph 3 below, Subdivider shall notify the City in writing not less than thirty (30) days prior to the date Subdivider intends to undertake such activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the City to make an informed judgment as to its consistency with the purposes of this easement.

3. Prohibited Uses of the Property. Any activity on or use of the Easement Area inconsistent with the purposes of this easement is prohibited. It shall be the responsibility of the Subdivider and/or a homeowners' association to enforce this Paragraph 3. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or erection of any building, shed, or structure;

(b) Dumping of ashes, trash, rubbish, garbage, or any other materials;

(c) Placing billboards, outdoor advertising structures, or advertisement of any kind on the Easement Area, excepting signs of a reasonable size intended for the protection of the Easement Area or the identification of a boundary of the Easement Area;

(d) Any exploitation of mineral resources, by either subsurface or surface means;

(e) Agricultural practices, including but not limited to, grazing, cultivating, tilling, plowing, or hay cutting;

(f) Use of pesticides or herbicides, except for the eradication of species detrimental to the natural beauty and ecological integrity of the Easement Area as approved in advance by the City;

(g) Use of motorized vehicles of any type, except as may be necessary for maintenance of the Easement Area consistent with the purposes of this easement and that will not result in significant damage as determined by City to soils, critical wildlife habitats, wetlands, woodlands, flood plains, floodways, and archeological sites;

(h) Introduction of non-native plant species, except as may be necessary, with the prior approval of the City, for erosion control purposes;

(i) Removal of natural materials except as specifically permitted under Paragraph 2(c) hereof. Control of plan diseases is allowed including the removal of diseased plants with prior approval by the City. Any plant removal for disease control purposes shall be in accordance with good preservation practices and further the intent of this easement;

(j) Alteration of the topography of the Easement Area or its drainage systems, except with prior approval of the City, for purposes of erosion control, drainage tile repair, sanitary sewer repair, enhancement of wetland values, public safety considerations, or for purposes protective of the natural integrity of the Easement Area;

(k) Installation of utility structures or lines, except with the prior approval of City.

4. The cost of maintaining the Easement Area and enforcing the terms of this Agreement shall be borne by the Subdivider until all lots in the Subdivision have been conveyed to third parties and Outlot A is conveyed to a homeowners' association. Thereafter the cost of maintaining the Easement Area shall be borne by the owner(s) of the Easement Area.

5. Subdivider does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and Subdivider has good and lawful right to convey it, or any part thereof.

6. Nothing in this Agreement shall be construed to impose an obligation on the City to exercise any of its rights under this Agreement, or perform any maintenance or monitoring of the Easement Area, which obligation shall remain on the Subdivider or its successors in interest.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

DATED as of this 20th day of February, 2023.

OWNER:
IC Grove East, LLC

by: Dave Oyler, Manager

CITY:

By: Bruce Teague, Mayor

ATTEST:

Kellie Fruehling, City Clerk

Approved by:

City Attorney 2/23/23

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on the 20th day of February, 2023 by Dave Oyler, Manager of IC Grove East, LLC.

Notary Public in and for said State

JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 5 day of March, 2023, by Bruce Teague and Kellie Fruehling, as the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa.

WENDY S. MAYER
Commission Number 729428
My Commission Expires
2-13-25

Notary Public in and for said State

SANITARY SEWER AGREEMENT
CARDINAL HEIGHTS PART TWO

THIS AGREEMENT, made and entered into by and between IC Grove East, LLC (Owner), which expression shall include successors in interest and assigns, and the City of Iowa City, Iowa (Iowa City), which expression shall include its successors in interest and assigns.

WITNESSETH:

It is hereby agreed as follows:

For the sum of $1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such sewage lines, pipes, mains, and conduits as the City shall from time to time elect for conveying sewage, with all necessary appliances and fittings, for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the areas designated as "Sanitary and Storm Sewer Easement" on the Final Plat of Cardinal Heights Part Two, Iowa City, Iowa, hereafter described as "Easement Areas."

Owner further grants to the City:

1. The right of grading said Easement Areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said Easement Areas to such extent as the City may find reasonably necessary.

2. The right from time to time to trim, cut down and clear away any and all trees and brush on said Easement Areas and also to trim, cut down and clear away any trees on either side of said Easement Areas which now or hereafter in the opinion of the City may be a hazard to said Easement Areas, or which may interfere with the exercise of the City's rights hereunder in any manner.

The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the easement area. The City shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provided herein, the City shall have no responsibility for maintaining the easement area.

Owner reserves the right to use the Easement Area for purposes which will not interfere with the City's full enjoyment of the rights hereby granted, provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said area, or diminish or substantially add to the ground cover over said Easement Area. Any such improvement installed within the easement area, with or without City approval, may be removed by the City without compensation or replacement.

Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and that it has a good and lawful right to convey it, or any thereof.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall Owner be deemed acting as the City's agent during the original construction and installation of said improvement. Parties agree that the obligation

to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Owner until completion and until acceptance by the City, as by law provided.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective Parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

Dated as of this 20th day of February, 2023.

OWNER:

IC Grove East, LLC

By: _____
Dave Oyler, Manager

CITY:

By: _____
Bruce Teague, Mayor

ATTEST:

_____
Kellie Fruehling, City Clerk

Approved by:

_____
City Attorney 2/23/23

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 20th day of February, 2023, by Dave Oyler, Manager of IC Grove East, LLC.

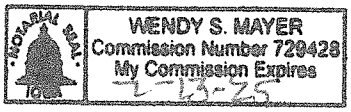
_____
Notary Public in and for said State

NOTARIAL SEAL IOWA
JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 6 day of March, 2023, by Bruce Teague and Kellie Fruehling, as the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa.

Wendy S Mayer
Notary Public in and for said State



STORM SEWER EASEMENT AGREEMENT
CARDINAL HEIGHTS PART TWO, IOWA CITY, IOWA

THIS AGREEMENT is made and entered into by and between IC Grove East, LLC (Owner), which expression shall include its successors in interest and assigns, and the City of Iowa City, Iowa (the City), which expression shall include its Successors in interest and assigns.

It is hereby agreed as follows:

For the sum of $1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such storm sewer lines, pipes, mains, and conduits as the City shall from time to time elect for conveying storm water with all necessary appliances and fittings for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto over and across those areas designated as "Sanitary and Storm Sewer Easement" on the Final Plat of said subdivision herein described as the "Easement Areas."

Owner further grants to the City:

1. The right of grading said Easement Areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said Easement Areas, to such extent as the City may find reasonably necessary.

2. The right from time to time to trim, to cut down and clear away any and all trees and brush on said Easement Areas, and also to trim, cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of the City may be a hazard to said Easement Areas or which may interfere with the exercise of the City's rights hereunder in any manner.

3. The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the Easement Areas. The City shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provided herein, the City shall have no responsibility for maintaining the Easement Areas.

4. Owner reserves the right to use said Easement Areas for purposes which will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas, or diminish or substantially add to the ground cover over said Easement Areas. Any improvements installed within the easement area, with or without the approval of the City, may be removed by the City without compensation or replacement.

5. Owner does hereby covenant with the City that it is lawfully seized and possessed of the real estate above described, and that they have a good and lawful right to convey it, or any part thereof.

6. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement(s) at issue herein. Nor shall Owner be deemed acting as the City's agent during the original construction and installation of said improvement.

7. Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Owner until completion by Owner, and until acceptance by the City, as provided by law.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

DATED as of this 20th day of February, 2023

OWNER:
IC Grove East, LLC

By: _____
Dave Oyler, Manager

CITY:

By: _____
Bruce Teague, Mayor

ATTEST:

_____
Kellie Fruehling, City Clerk

Approved by:

_____
City Attorney 2/23/23

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on the 20th day of February, 2023 by Dave Oyler, Manager of IC Grove East, LLC.

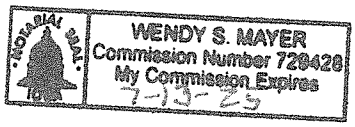
_____
Notary Public in and for said State

NOTARIAL SEAL IOWA
JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 15 day of March, 2023, by Bruce Teague and Kellie Fruehling, as the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa.

Wendy S Mayer
Notary Public in and for said State



UNDERGROUND UTILITY EASEMENT
CARDINAL HEIGHTS PART TWO

In consideration of the approval of the Final Plat of Cardinal Heights Part Two, the undersigned hereby grants to MidAmerican Energy, Lumen Technologies, Inc., MediaCom Iowa, L.L.C., MetroNet, ImOn Communications, and the City of Iowa City, and their successors and assigns, (hereinafter "Grantees") a perpetual easement upon, over, under, along and across the areas marked upon the Final Plat of Cardinal Heights Part Two as "15' Utility Easement", hereafter referred to as "Easement Areas."

The Grantees of this easement shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purposes of serving the Subdivision and other property with electricity, gas, and communication service within the Easement Areas; the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid.

Grantees shall promptly backfill any trench made by them, and repair any damages caused by them within the Easement Areas. Grantees shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights granted herein.

Owner, its successors in interest and assigns, reserve the right to use said easement areas for purposes which will not interfere with the Grantees' full enjoyment of rights hereby granted; provided that Owner shall not erect or construct any reservoir, fence, retaining wall or other obstruction on said areas, or diminish or substantially add to the ground cover over said Easement Areas. No permanent dwellings or trees shall be placed on the areas so designated for Utility Easements, but with advance written authorization from the Grantees' Representatives the same may be used for gardens, shrubs, plantings, minor landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted, but such items placed in the Easement Areas, with or without City approval, may be removed by the Grantees without compensation or replacement.

Dated as of this 20th day of February, 2023.

OWNER:

IC Grove East, LLC

By: Dave Oyler, Manager

CITY:

By: Bruce Teague, Mayor

ATTEST:

Kellie Fruehling, City Clerk

Approved by:

City Attorney

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this 20th day of February, 2023, by Dave Oyler, Manager of IC Grove East, LLC.

Notary Public in and for said State

JANE E HOBBS
Commission Number 789848
My Commission Expires
May 4, 2024

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This instrument acknowledged before me this ___ day of _____, 2023, by Bruce Teague and Kellie Fruehling, as the Mayor and City Clerk, respectively, of the City of Iowa City, Iowa.

Notary Public in and for said State

EXHIBIT "E"

BYLAWS
OF
CARDINAL HEIGHTS OWNERS ASSOCIATION

These are the Bylaws of Cardinal Heights Association (hereinafter referred to as "Association") a corporation organized pursuant to Chapter 504 of the Code of Iowa, as amended, for the purpose of administering Cardinal Heights Condominiums, a horizontal property regime (condominium) established pursuant to Chapter 499B of the Code of Iowa, as amended, located on the following-described real estate in Iowa City, Johnson County, Iowa:

> Lots 1-11 and Outlot A, Cardinal Heights Part One, Iowa City, Iowa, according to the plat thereof recorded in Book 66, Page 228, Plat Records of Johnson County, Iowa;
>
> And
>
> Lots 12-23 and Outlot A, Cardinal Heights Part Two, Iowa City, Iowa, according to the plat thereof recorded in Book 66, Page 227, Plat Records of Johnson County, Iowa.

I. MEMBERS AND VOTING RIGHTS

1. The owners of each condominium unit shall constitute the members of the corporation and membership shall automatically cease upon termination of all interests which constitute a person an owner. Declarant shall be and have the rights of members with respect to unsold units. Whenever only one spouse is a record titleholder, the other spouse shall be considered an owner for purposes of membership, and shall be bound by the provisions of all condominium documents.

2. An owner of record shall be recognized as a member without further action for so long as he/she holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act, or dissolution), the person acquiring or succeeding to ownership shall present the Board of Directors of the Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Association. Failure to provide such evidence shall not, however, relieve an owner of his/her ownership obligations. A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner represented.

3. If more than one person is the owner of the same unit, all such owners shall be

members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that unit shall be cast by the person named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Board of Directors, and such person shall be deemed to hold an ownership interest to such unit for purposes of voting and determining the representation of such ownership interest at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Board of Directors, such membership shall not be in good standing and the vote for that unit shall not be considered in considering a quorum or a vote or for any other purposes until this Bylaw is complied with.

4. The owners of each unit shall collectively be entitled to one vote on all matters to be determined by the members of the Association either as owners or as units or as contemplated by Chapter 499B of the Code of Iowa, as amended, pursuant to the Declaration, including any supplements or amendments thereto, submitting the property to the regime. Votes of a single unit may not be divided.

II. MEMBERS' MEETINGS

1. The annual and any special meetings shall be held at a time and at a place within Johnson County, Iowa, chosen by the Board of Directors and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice thereof.

2. A special meeting shall be held whenever called by the President or, in his absence or disability, the Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-fourth of the votes of the entire membership.

3. The Secretary or his/her designee shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 2 hereof shall be given like written notice of such special meeting. Notice shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting which is not directly related to the purpose or purposes stated in the notice of such meeting.

4. Notice of members' meetings shall be given by mailing or delivering same not less than ten (10) days, nor more than thirty (30) days prior to the date of the meeting. Notice shall be deemed to be given if mailed by First Class Mail to the member at the address of his/her unit within the regime, unless at the time of giving such notice such member has given written direction, delivered to an officer or member of the Board of Directors, specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the owner of the same unit or if more than one fiduciary or one official is acting in the premises, notice to such person shall be deemed to have been given, when given in accordance with this paragraph to the person named in the certificate filed with the Board of Directors in accordance with Paragraph 3 of Article I.

Notice of any meeting may be waived in writing by the person entitled thereto and is waived by attendance at such meeting.

5. A quorum at a members' meeting shall consist of the presence of members in person or by proxy, representing a majority of the units. The acts carried or approved by a vote of a majority of the units represented at a meeting at which a quorum is present shall constitute the acts of the membership unless a different rule is provided herein or by the Articles of Incorporation, the Declaration, or another agreement to which the Association is a party. The President or, in his/her absence or disability, the Vice President, shall preside at each members' meeting; if neither the President nor the Vice President is able to preside, a Chairman shall be elected by the members present at such meeting.

6. At any membership meeting, a person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's vote on all questions properly coming before such meeting, provided such proxy is in writing and signed by a member or other person entitled to cast votes, and shall set forth the unit with respect to which such rights are pertinent, and the period which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

7. At all meetings, the order of business shall consist of the following:

A. Election of Chairman, if required.
B. Calling roll and certification of proxies.
C. Proof of notice of meeting or waiver of notice.
D Approval of minutes of prior meeting(s).
E. Reports of officers, if applicable.
F. Reports of committees, if applicable.
G. Election of Directors, if applicable.
H. Unfinished business.
I. New Business.
J. Adjournment.

III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by an initial Board of one (1) Director. The initial Board shall consist of such person as Declarant may appoint pursuant to the Declaration and need not be a member of the Association. The initial Board shall serve until the first annual members' meeting. From and after the first annual meeting of members, the Board members shall be selected from the members of the Association, except as provided in Paragraph 2 below. An officer or designated agent of a member shall qualify to serve as a Director.

2. At the first annual members' meeting and at each annual meeting thereafter, three

(3) Directors shall be elected and the term of office of each Director shall extend until the next annual meeting of the members and thereafter until a successor is duly elected and qualified or until he/she is removed in the manner as elsewhere provided. For so long as Declarant owns twenty-five percent (25%) or more of the units at the time such Directors are to be elected, Declarant shall have the right to elect or appoint a majority of the members of the Board, who need not be Unit Owners, and thereafter shall be entitled to elect or appoint at least one member of the Board until all Units have been sold by Declarant. Directors appointed by Declarant shall have the same voting rights as Directors elected by the members. Upon all Units having been sold by Declarant, at least one Board seat shall be occupied by an Owner of a Duplex Unit and at least one Board seat shall be occupied by an Owner of a 30-Plex Unit.

3. Each Director shall be elected by ballot (unless such requirement is waived by unanimous consent) and by a plurality of the votes cast at the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election, and each Director shall be elected by a separate ballot, unless provided otherwise by unanimous consent of the members.

4. Except as provided in Article V of these Bylaws, vacancies on the Board of Directors may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office, regardless of whether those remaining constitute a quorum.

5. The initial Director shall be subject to removal only by Declarant. Thereafter, a Director may be removed by concurrence of seventy-five percent (75%) of the members of the Association present at a special meeting called for that purpose. The vacancy on the Board of Directors so created shall be filled by the persons entitled to vote at the same meeting.

6. The initial Director as well as any other Directors appointed by Declarant shall serve without compensation. Directors elected by the members shall receive such compensation and expenses as is approved by the persons entitled to vote at any annual or special meeting.

7. An organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary. An organizational meeting of the Association to elect successors to the initial Board of Directors of the Association shall be held not later than thirty (30) days following Declarant's sale of seventy-five percent (75%) or more of all the units in the regime.

8. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board. Special meetings of the Directors may be called by the President, Vice President, or any two Directors.

9. A quorum at the Directors' meeting shall consist of two-thirds of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a

quorum is present shall constitute the acts of the entire Board of Directors, except where approval by a greater number of Directors is required by the Declaration or these Bylaws.

10. The presiding officer of a Directors' meeting shall be the President or, in his/her absence, the Vice President.

11. The Board of Directors, by resolution approved by all members thereof, may designate from among its members such committees as it deems advisable and by resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

12. Board of Directors' meetings must be open to all Unit owners except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notice of each Board of Directors' meeting must be mailed or delivered to each unit owner at least seven (7) days before the meeting.

Minutes of meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. The official records of the Board of Directors must be open to inspection and available for photocopying at reasonable times and places.

Any action taken by a Board of Directors at a meeting that is in violation of any of the provisions of this subsection is not valid or enforceable.

Notwithstanding the above, the Board of Directors may conduct a meeting in an emergency situation subject to the ratification of any Board action at a subsequent meeting held in compliance with this paragraph.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation, and the documents establishing the Condominium Regime. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Condominium Declaration, which governs the use of the land, and in addition to those elsewhere provided, shall include but not be limited to the following:

1. The collection of assessments against members for all common expenses.

2. Use of the proceeds of assessments in the exercise of its powers and duties.

3. The maintenance, repair, replacement, and operation of the regime property including all common elements, facilities, and units, as applicable, and the making of or providing

for payment for all such work, and approving or delegating to the officers authority to approve vouchers therefore.

4. The reconstruction, repair, restoration, or rebuilding of the regime property and of any units, as applicable after casualty; construction of new improvements or alterations, if approved; to make and amend regulations respecting the use and occupancy of the property in the Condominium Regime; and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, Bylaws, and Resolutions of the members.

5. The enforcement by legal means of the provisions of the Horizontal Property Act, the Articles of Incorporation, Bylaws of the Association, Declaration, and the regulations for the use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members. In the event of such proceedings, the Association shall be entitled to recover the cost thereof, including reasonable attorney fees, from the owner or other party.

6. To contract for management of the Regime and to delegate to such manager any or all powers and duties of the Association, except such as are specifically required by the Declaration, Bylaws, or Resolutions of the members to have approval of the Board of Directors or the membership of the Association.

7. To employ, designate, and discharge personnel to perform services required for proper operation of the Regime.

8. To carry insurance on the property committed to the Regime and insurance for the protection of unit owners and occupants and the Association.

9. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Regime and not billed directly to the owners of the individual units.

10. To conduct all votes or determinations of the members other than at a membership meeting.

11. To borrow money from any bank, lending institution, or agency for the use and benefit of the Association, and to secure the loan or loans by pledge of the assets of the Association, and from time to time to renew such loan and give additional security.

12. To do such other acts as are necessary and proper to effect the purposes of the Regime as stated in the Declaration and these Bylaws, provided such acts are not otherwise prohibited.

V. OFFICERS

1. The officers of the Association shall be a President, who shall be a Director, a Vice

President, who shall be a Director, and a Treasurer and Secretary, which offices shall be filled by one person, who need not be either a Director or member. All such officers shall be elected annually by the Board of Directors and may be peremptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.

2. The President shall be the chief executive officer of the Association. The President shall preside at all membership meetings and meetings of the Board of Directors, and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Association and the Regime.

3. The Vice President shall preside over the membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President, and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

4. The Secretary and Treasurer, which shall constitute one office, shall keep the minutes of all proceedings of membership meetings and Directors' meetings, shall have custody and control of the Minute Book of the Association, shall keep or be in charge and control of the records of the Association, and, additionally as Treasurer, shall have control of the funds and other property of the Association, and shall keep the financial books and records thereof.

5. The compensation of all officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee, nor from contracting with a Director for management of the Regime.

6. Any instrument affecting an interest in real property may be executed by the President or Vice President and one other officer, upon authorization of the Directors, or in such manner as the Directors may otherwise direct.

VI. FISCAL MANAGEMENT

1. The Board of Directors shall adopt a budget for each fiscal year (which shall be the same as the Association's fiscal year for Income Tax purposes), which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices:

(a) Current expenses, which shall include all funds and expenditures to be made for the

year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, destruction, depreciation, or obsolescence.

2. The Board of Directors shall assess against each unit and the owners thereof shall be liable for, a share of the items in the budget adopted pursuant to paragraph 1 equal to such unit's pro rata share of common expenses as set forth in the Declaration. Such share shall be assessed annually in advance for the fiscal year for which the budget was prepared and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective unit owner or owners in (12) equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event notice of such assessment is not timely given, the assessment will not change, but the due date for each installment which would otherwise be due and payable less than thirty (30) days from the giving of such notice shall be due and payable on the due date of the first installment which is due not less than thirty (30) days from the date such notice was mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. Such amended budget may be adopted at a special Directors' meeting upon an affirmative vote of a majority of the Directors. The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.

3. Assessments for common expenses for emergencies and extraordinary expenditures which cannot be paid from the annual assessments for common expenses and maintenance funds shall be made only after notice of the need thereof to the unit owners. After such notice and upon approval in writing by persons entitled to cast more than one/half of the votes in the Condominium, the assessments shall become effective and shall be due in such manner as the Board of Directors may require after thirty (30) days' notice thereof. In the event any expenditures for repair or replacement of any unit or common elements cannot be paid from annual assessments, but can be at least ninety percent (90%) paid from insurance proceeds therefor, such expenditures may be made upon approval of the Board of Directors, without approval of the members and an amended budget, and assessment may be made therefor if necessary.

4. If an owner shall be in default of a payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to such owner, and thereupon the unpaid balance of the assessment shall become due upon

the date stated in the notice, but not less than ten (10) days after delivery thereof to such owner, either personally or by registered or certified mail. Interest shall be computed and due on balances due under this paragraph, but unpaid on such due date, at the maximum rate of interest allowable by law or at a rate set by the Board from the date such balance becomes due and payable in accordance with the preceding sentence. Such interest shall be in addition to any other payments for which said owner is liable.

5. The holder of a mortgage on any unit, upon it filing written request with the Association, shall be given written notice by the Association of the nonperformance of a mortgagor's obligations under these Bylaws, the Declaration, or other condominium documents, which is not cured within thirty (30) days.

6. All sums assessed but unpaid including, but not limited to, interest, with respect to a unit or against a unit owner, shall constitute a lien on such unit prior to all other liens, except:

(a) Tax liens on the unit in favor of any assessing unit and special district; and

(b) All sums unpaid on a first mortgage of record.

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B of the Code of Iowa, in which event the owner shall be required to pay a reasonable rental for the unit. In the event the Association forecloses on any lien, the owner or owners of such unit, by their membership in this Association, specifically waive any rights to delay or prevent foreclosure, which he/she or they may have against the Association by reason of the Homestead Exemption. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

Alternatively the Association may bring suit against any owner for the amount of any unpaid assessments and shall be entitled to recover the costs thereof, including reasonable attorney's fees, from the owner. These remedies shall be cumulative and not in lieu of any other remedy allowed by law.

7. If a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, neither such mortgagee or purchaser, nor their successors or assigns, shall be liable for the assessments chargeable to such unit due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all unit owners, including the mortgagee or purchaser and their successors and assigns. The owner of a unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments against the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefor. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

8. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from the accounts shall only be by checks signed by such persons as are authorized by the Directors.

VII. AMENDMENTS

1. These Bylaws may be amended, altered, repealed, or new Bylaws adopted by the members, at a regular or special meeting of the members, upon the affirmative vote of 66 2/3% of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these Bylaws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, an amendment relative to the same subject may be adopted by those present, in person or by proxy, and possession of the requisite percentage of membership and voting interests, provided, further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed and to the persons described in Article II Section 4, and the holder of any first mortgage of record which has notified the Association of its interests not more than fifty (50) days nor less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided in Section 499B of the Code of Iowa, as amended, no modification or amendment to these Bylaws shall be effective unless set forth in an amendment to the Declaration, executed and recorded in the manner set forth in the Declaration, and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law. Upon such recording said amendment shall be effective against all persons having an interest in a unit or the Regime, regardless of whether said person had such interest at the time said amendment was adopted.

VIII. MISCELLANEOUS PROVISIONS

1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.

2. The Association shall not have or employ a corporate seal.

3. The Board of Directors may require fidelity bonds from all Directors, officers, or agents handling or responsible for Association funds, and the expense of such bonds shall be a common expense of the Association.

4. The Association shall promulgate such Rules and Regulations as it deems to be in the best interest of all owners within the Regime. The initial Board of Directors shall adopt the initial Rules and Regulations, which may be added to, amended, modified, or altered by the affirmative vote of the members representing a majority of the units' votes in the Association. Such Rules and Regulations, as amended, shall be binding upon all members, guests, and agents of members. An amendment to the Rules and Regulations shall not constitute an amendment to the Declaration and shall be valid and enforceable upon adoption, without recording the same as an amendment to the Declaration.

5. The Association shall at all times maintain separate and accurate written records of each unit and owner and the address of each, and setting forth the status of all assessments, accounts, and funds pertinent to that unit and owner. Any person other than a unit owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

6. Each member shall have the obligations as are imposed on him/her by the regime documents as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the regime property except, as the same may attach only against his/her interest therein.

7 The Board of Directors may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only and in no manner shall be transferable or negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as appurtenant to such assignment, hypothecation, or transfer of the unit.

8. No provision or restriction otherwise void by reason of application of the Rule Against Perpetuities or Section 558.68 of the Code of Iowa, as amended, shall continue for a period longer than the life of the last to survive of the owners or partners of Declarant, and his/her children in being at the time of the initial recording of the Declaration of Condominium and twenty one years thereafter.

9. Each owner or lessee of his/her unit, as applicable, shall have a right to use and enjoy the common elements, provided that such use shall be limited to the uses permitted by the Declaration of Condominium and other governing documents of the Regime.

IX. DEFINITIONS

Unless the context otherwise requires, the terms used herein shall have the meanings stated in the Horizontal Property Act, and as follows:

1. Person. The term "person" shall include an individual, a corporation, or another

legal entity, or its representative.

2. Owner. The term "owner" for purposes of these Bylaws shall mean any person who owns or holds an interest in one or more units subject to the Regime, provided that the holder of a leasehold interest in a unit shall not be an owner, and further provided that the holder of an equitable interest shall be an owner.

3. Unit. The term "unit" means each unit subjected to the Regime and consisting of one or more rooms intended for use as a residence.

4. Common expenses. The term "common expenses" shall include:

(a) Expenses of administration, expenses of maintenance, operation, repair, or replacement of common elements and the portions of units to be maintained by the Association.

(b) Expenses declared common expenses by the Declaration or these Bylaws.

(c) Any valid charge against the Regime as a whole.

5. Singular, plural, and gender. Whenever the context so permits or requires the use of the singular shall include the plural and the singular, and the use of any gender shall include all genders.

IC GROVE EAST, LLC

BY: _____

David L. Oyler, Manager

EXHIBIT A

DESCRIPTION OF LAND, UNITS AND OWNERSHIP

INTERESTS IN COMMON ELEMENTS

1. Description of Land. The real estate submitted to the Horizontal Property Regime is described as follows:

> Lots 1-11 and Outlot A, Cardinal Heights Part One, Iowa City, Iowa, according to the plat thereof recorded in Book 66, Page 228, Plat Records of Johnson County, Iowa;
>
> And
>
> Lots 12-23 and Outlot A, Cardinal Heights Part Two, Iowa City, Iowa, according to the plat thereof recorded in Book 66, Page 227, Plat Records of Johnson County, Iowa.

2. Description of Units and Ownership Interests. The ownership interest in the Common Elements, voting rights, and unit designation of each unit in the Regime is set forth below.

DUPLEX UNITS:

Building Number	Unit Number	Percentage Ownership in Common Elements and Pro Rata Share of Expenses for Entire Association	Pro Rata Share of Expenses for Duplex Units	Votes in Association
1	583	1.64	2.27	1
	585	1.64	2.27	1
2	567	1.64	2.27	1
	569	1.64	2.27	1
3	549	1.64	2.27	1
	551	1.64	2.27	1
4	535	1.64	2.27	1
	536	1.64	2.27	1
5	552	1.64	2.27	1
	554	1.64	2.27	1
6	570	1.64	2.27	1
	572	1.64	2.27	1
7	586	1.64	2.27	1
	588	1.64	2.27	1
8	4461	1.64	2.27	1
	4463	1.64	2.27	1

Building Number	Unit Number	Percentage Ownership in Common Elements and Share of Expenses for Entire Association	Percentage share of Expenses for Duplex Units	Votes in Association
9	4437	1.64	2.27	1
	4439	1.64	2.27	1
10	4415	1.64	2.27	1
	4413	1.64	2.27	1
12	601	1.64	2.27	1
	603	1.64	2.27	1
13	619	1.64	2.27	1
	621	1.64	2.27	1
14	637	1.64	2.27	1
	639	1.64	2.27	1
15	655	1.64	2.27	1
	657	1.64	2.27	1
16	675	1.64	2.27	1
	677	1.64	2.27	1
17	693	1.64	2.27	1
	695	1.64	2.27	1
18	694	1.64	2.27	1
	696	1.64	2.27	1
19	676	1.64	2.27	1
	678	1.64	2.27	1
20	658	1.64	2.27	1
	660	1.64	2.27	1
21	640	1.64	2.27	1
	642	1.64	2.27	1
22	622	1.64	2.27	1
	624	1.64	2.27	1
23	604	1.64	2.27	1
	606	1.64	2.27	1

4-PLEX UNITS:

Building Number	Unit Number	Percentage Ownership in Common Elements and Share of Expenses for Entire Association	Percentage Share of Expenses for Lot 11	Percentage Share of Expenses for 4-Plex Units	Votes in Association
11-1	A	0.94	5.00	25	1
	B	0.94	5.00	25	1
	C	0.94	5.00	25	1
	D	0.94	5.00	25	1

30-PLEX UNITS:

Building Number	Unit Number	Percentage Ownership in Common Elements and Share of Expenses for Entire Association	Percentage Share of Expenses for Lot 11	Percentage Share of Expenses for 30-Plex Units	Votes in Association
11-2	1	0.80	2.67	3.33	1
	2	0.80	2.67	3.33	1
	3	0.80	2.67	3.33	1
	4	0.80	2.67	3.33	1
	5	0.80	2.67	3.33	1
	6	0.80	2.67	3.33	1
	7	0.80	2.67	3.33	1
	8	0.80	2.67	3.33	1
	9	0.80	2.67	3.33	1
	10	0.80	2.67	3.33	1
	11	0.80	2.67	3.33	1
	12	0.80	2.67	3.33	1
	13	0.80	2.67	3.33	1
	14	0.80	2.67	3.33	1
	15	0.80	2.67	3.33	1
	16	0.80	2.67	3.33	1
	17	0.80	2.67	3.33	1
	18	0.80	2.67	3.33	1
	19	0.80	2.67	3.33	1
	20	0.80	2.67	3.33	1
	21	0.80	2.67	3.33	1
	22	0.80	2.67	3.33	1
	23	0.80	2.67	3.33	1
	24	0.80	2.67	3.33	1
	25	0.80	2.67	3.33	1
	26	0.80	2.67	3.33	1
	27	0.80	2.67	3.33	1
	28	0.80	2.67	3.33	1
	29	0.80	2.67	3.33	1
	30	0.80	2.67	3.33	1

3. The location of each unit and number of rooms, and the immediate common area to which each unit has access is shown on the building plans, Exhibit C attached hereto and incorporated herein.

FILED
2023 FEB 24 PM 3:32
CITY CLERK
IOWA CITY, IOWA

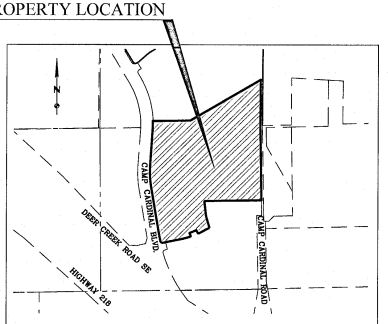
FINAL PLAT
CARDINAL HEIGHTS PART TWO
A PORTION OF AUDITOR'S PARCEL NO. 2011054
CITY OF IOWA CITY, JOHNSON COUNTY, IOWA

INDEX LEGEND	
LOCATION:	PART OF THE N.E.1/4–S.E.1/4 AND S.E.1/4–N.E.1/4 SECTION 12, T79N, R7W AUDITOR'S PARCEL 2011054
REQUESTOR:	IC GROVE EAST, LLC
PROPRIETOR:	IC GROVE EAST, LLC
SURVEYOR:	GREGG E. SAMPSON, P.L.S.
COMPANY:	HALL & HALL ENGINEERS, INC. 1860 BOYSON ROAD HIAWATHA, IOWA 52233 1-319-362-9548
RETURN TO:	SUSAN@HALLENG.COM

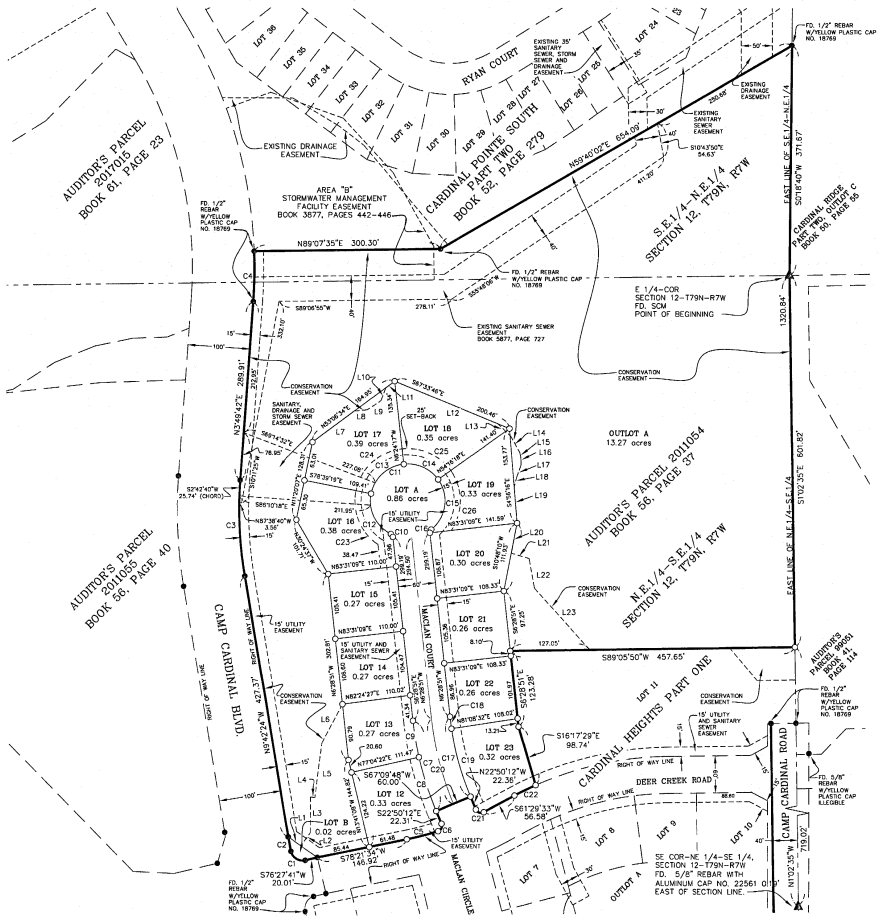
SPACE RESERVED FOR RECORDING PURPOSES

Doc ID: 002060540003 Type: PLA
Kind: PLAT
Recorded: 04/07/2023 at 09:33:46 AM
Fee Amt: $7.00 Page 1 of 1
Johnson County Iowa
Kim Painter County Recorder
BK 66 PG 227

PROPERTY LOCATION



LOCATION MAP-SCALE: 1"=500'



Curve Table						
Curve	Delta	Tangent	Length	Radius	Chord	Chord Brg
C1	87° 58' 29"	19.31'	30.71'	20.00'	27.78'	N57° 29' 18"W
C2	1° 13' 38"	11.78'	23.56'	1100.00'	23.56'	N10° 19' 13"W
C3	13° 32' 06"	78.32'	155.91'	660.00'	155.55'	N2° 56' 21"W
C4	6° 07' 55"	40.71'	81.34'	760.00'	81.30'	N0° 45' 44"E
C5	6° 20' 59"	26.07'	52.09'	470.00'	52.06'	S75° 11' 28"W
C6	94° 51' 11"	9.80'	14.90'	9.00'	13.26'	S24° 35' 23"W
C7	16° 21' 21"	76.17'	151.30'	530.00'	150.78'	S14° 39' 32"E
C8	9° 54' 34"	45.95'	91.66'	530.00'	91.55'	S17° 52' 55"E
C9	6° 26' 47"	29.85'	59.63'	530.00'	59.60'	S9° 42' 15"E
C10	56° 56' 39"	3.25'	5.96'	6.00'	5.72'	N34° 57' 11"W
C11	293° 53' 19"	39.05'	307.76'	60.00'	65.45'	S83° 31' 09"W
C12	74° 46' 11"	45.85'	78.30'	60.00'	72.86'	S26° 02' 25"E
C13	72° 15' 02"	43.79'	75.66'	60.00'	70.75'	S47° 28' 12"W
C14	60° 40' 35"	35.11'	63.54'	60.00'	60.61'	N66° 03' 59"W
C15	86° 11' 30"	56.14'	90.26'	60.00'	81.99'	N7° 22' 03"E
C16	56° 56' 39"	3.25'	5.96'	6.00'	5.72'	N21° 59' 29"E
C17	16° 21' 21"	67.54'	134.17'	470.00'	133.71'	N14° 39' 32"W
C18	2° 22' 36"	9.75'	19.50'	470.00'	19.50'	N7° 40' 09"W
C19	13° 58' 44"	57.62'	114.67'	470.00'	114.39'	N15° 50' 50"W
C20	16° 21' 21"	71.85'	142.73'	500.00'	142.25'	N14° 39' 32"W
C21	95° 40' 15"	9.94'	15.03'	9.00'	13.34'	N70° 40' 19"W
C22	4° 04' 14"	18.83'	37.65'	530.00'	37.65'	S63° 31' 40"W
C23	67° 30' 19"	56.80'	100.15'	85.00'	94.45'	S22° 24' 29"E
C24	72° 15' 02"	62.04'	107.19'	85.00'	100.22'	S47° 28' 12"W
C25	60° 40' 35"	49.75'	90.02'	85.00'	85.87'	N66° 03' 59"W
C26	70° 05' 57"	59.63'	103.99'	85.00'	97.63'	N0° 40' 43"W

CONSERVATION EASEMENT DATA		
Line #	Direction	Length
L1	S54° 38' 19"E	25.27'
L2	N35° 19' 53"E	26.33'
L3	N0° 04' 05"E	57.32'
L4	S84° 36' 17"E	7.01'
L5	N6° 48' 35"E	89.01'
L6	N27° 41' 08"E	70.75'
L7	N53° 06' 34"E	83.72'
L8	S84° 11' 58"W	21.23'
L9	S55° 45' 06"W	26.37'
L10	S20° 02' 25"W	22.32'
L11	N53° 06' 34"E	18.00'
L12	S67° 33' 46"E	180.55'
L13	S45° 27' 42"E	29.38'
L14	S29° 23' 42"E	29.56'
L15	S10° 48' 04"E	8.29'
L16	S2° 30' 12"E	11.86'
L17	S19° 12' 21"W	22.28'
L18	S13° 17' 09"W	15.60'
L19	S4° 55' 49"E	58.44'
L20	S10° 38' 46"W	49.37'
L21	S73° 22' 45"E	29.65'
L22	S10° 20' 26"E	49.11'
L23	S41° 51' 48"E	133.27'

LEGAL DESCRIPTION:

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4–S.E 1/4) AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (S.E.1/4–N.E.1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 12;

THENCE SOUTH 1°02'35" EAST ON THE EAST LINE OF SAID N.E.1/4–S.E.1/4, A DISTANCE OF 601.82 FEET TO A NORTH LINE OF CARDINAL HEIGHTS PART ONE;

(THE FOLLOWING TWELVE (12) COURSES ARE ON THE NORTH LINES OF CARDINAL HEIGHTS PART ONE)

THENCE SOUTH 89°05'50" WEST, 457.65 FEET;

THENCE SOUTH 6°28'51" EAST, 123.28 FEET;

THENCE SOUTH 16°17'29" EAST, 98.74 FEET TO THE BEGINNING OF A 530.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF 37.65 FEET BEARING SOUTH 63°31'40" WEST;

THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, 37.65 FEET;

THENCE SOUTH 61°29'33" WEST, 56.58 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 13.34 FEET BEARING NORTH 70°40'19" WEST;

THENCE WESTERLY ON THE ARC OF SAID CURVE, 15.03 FEET;

THENCE NORTH 22°50'12" WEST, 22.36 FEET;

THENCE SOUTH 67°09'48" WEST, 60.00 FEET;

THENCE SOUTH 22°50'12" EAST, 22.31 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF 13.26 FEET BEARING SOUTH 24°35'23" WEST;

THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, 14.90 FEET TO THE BEGINNING OF A 470.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 52.06 FEET BEARING SOUTH 75°11'28" WEST;

THENCE WESTERLY ON THE ARC OF SAID CURVE, 52.09 FEET;

THENCE SOUTH 78°21'34" WEST, 146.92 FEET TO A WESTERLY LINE OF SAID AUDITOR'S PARCEL 2011054;

(THE FOLLOWING SEVEN (7) COURSES ARE ON THE WESTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

THENCE SOUTH 76°27'41" WEST, 20.01 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY AND HAVING A LONG CHORD OF 27.78 FEET BEARING NORTH 57°29'18" WEST;

THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, 30.71 FEET TO THE BEGINNING OF A 1110.00 FOOT RADIUS CURVE, CONCAVE EASTERLY AND HAVING A LONG CHORD OF 23.56 FEET BEARING NORTH 10°19'13" WEST;

THENCE NORTHERLY ON THE ARC OF SAID CURVE, 23.56 FEET;

THENCE NORTH 9°42'24" WEST, 427.37 FEET TO THE BEGINNING OF A 660.00 FOOT RADIUS CURVE, CONCAVE EASTERLY AND HAVING A LONG CHORD OF 155.55 FEET BEARING NORTH 2°56'21" WEST;

THENCE NORTHERLY ON THE ARC OF SAID CURVE, 155.91 FEET;

THENCE NORTH 3°49'42" EAST, 289.91 FEET TO THE BEGINNING OF A 760.00 FOOT RADIUS CURVE, CONCAVE WESTERLY AND HAVING A LONG CHORD OF 81.30 FEET BEARING NORTH 0°45'44" EAST;

THENCE NORTHERLY ON THE ARC OF SAID CURVE, 81.34 FEET TO THE NORTH LINE OF SAID AUDITOR'S PARCEL 2011054;

THENCE NORTH 89°07'35" EAST ON SAID NORTH LINE, 300.30 FEET;

THENCE NORTH 59°40'02" EAST ON SAID NORTH LINE, 654.09 FEET TO THE EAST LINE OF SAID S.E.1/4–N.E.1/4;

THENCE SOUTH 0°18'40" WEST ON SAID EAST LINE, 371.67 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 17.88 ACRES.

TOTAL AREA: 17.88 ACRES

SECTION AREAS (ACRES)	
SE 1/4–NE 1/4	3.07
NE 1/4–SE 1/4	14.81

GRAPHIC SCALE IN FEET
SCALE: 1"=100'

SURVEY LEGEND

- ○ SET 1/2" REBAR W/ YELLOW PLASTIC CAP NO. 14809
- ● FD. 1/2" REBAR W/ ORANGE PLASTIC CAP NO. 11579 UNLESS NOTED OTHERWISE
- ▲ FD. SECTION CORNER MONUMENT
- ( ) RECORDED AS
- EASEMENT LINE
- PLAT BOUNDARY
- EXISTING LOT LINE
- SECTION LINE
- 1/4 SECTION LINE
- CENTERLINE
- SETBACK LINE

OWNER/APPLICANT:
IC GROVE EAST, LLC
755 MORMAN TREK BLVD.
IOWA CITY, IOWA 52246

OWNER'S ATTORNEY:
CRYSTAL RAIBER
HOLLAND, MICHAEL, RAIBER & SITTIG PLC
123 NORTH LINN STREET
SUITE 300
IOWA CITY, IOWA 52245

NOTES:
1. LOTS "A" AND "B" ARE BEING DEDICATED TO THE CITY OF IOWA CITY AT THIS TIME AS PUBLIC STREET RIGHT OF WAY.
2. OUTLOT "A" IS TO BE PRIVATELY OWNED AND MAINTAINED AND IS PARTIALLY RESERVED FOR A CONSERVATION EASEMENT AS DESIGNATED HEREON.
3. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
4. BEARINGS ARE BASED ON: NAD83 (2011) (EPOCH 2010.000) Iowa State Plane, South Zone, as observed using the Iowa Real Time Network.
5. DATE OF SURVEY FIELD WORK: 8/11/2022
6. NOTES ON THIS PLAT ARE NOT INTENDED TO CREATE ANY VESTED PRIVATE INTEREST IN ANY STATED USE RESTRICTION OR COVENANT OR CREATE ANY THIRD PARTY BENEFICIARIES TO ANY NOTED USE RESTRICTION OR COVENANT.

PLAT/PLAN APPROVED
by the City of Iowa City, Iowa

CLERK — DATE: 2-21-23

UTILITY EASEMENTS AS SHOWN HEREON, MAY OR MAY NOT INCLUDE SANITARY SEWER LINES, AND/OR STORM SEWER LINES, AND/OR WATER LINES;

UTILITY EASEMENTS, AS SHOWN HEREON, ARE ADEQUATE FOR THE INSTALLATION AND MAINTENANCE OF THE FACILITIES REQUIRED BY THE FOLLOWING AGENCIES:

MIDAMERICAN ENERGY CO. — DATE: 2/21/2023
MEDIACOM — DATE: 2-21-23
LUMEN — DATE: 02-20-23
IMON — DATE: 02/21/23
METRONET — DATE: 2-21-23

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 Land Surveyor under the laws of the State of Iowa.

Signed: Date: 2/15/2023
GREGG E. SAMPSON P.L.S. Iowa License No. 14809
My license renewal date is December 31, 2024
ENTIRE SUBMISSION IS COVERED BY THIS SEAL UNLESS SPECIFIED BELOW: THIS SHEET ONLY

HALL & HALL ENGINEERS, INC.
1860 BOYSON ROAD | HIAWATHA, IOWA 52233
PHONE: (319) 362-9548 FAX: (319) 393-7363
CIVIL ENGINEERING ■ LANDSCAPE ARCHITECTURE
LAND PLANNING ■ SURVEYING ■ PROJECT MANAGEMENT
www.halleng.com

Revision Description
Revision Number & Date

Sheet Title: FINAL PLAT
CARDINAL HEIGHTS PART TWO
CITY OF IOWA CITY, JOHNSON COUNTY, IOWA

Designed by: BJV
Drawn by: BJV
Checked by: GES
Date: 2/15/2023
Field Book No: 268
Scale: 1"=100'
Sheet: 1 of 1
Project Number: 20034-20-2

CAD File: I:\projects\2020\20034\20034-20-2 CP Heights (27 AC)\DWG\Plats\20034-20-2 PART-2.PDF 3/2019.dwg Date Plotted : Feb 15, 2023 – 2:15pm Plotted By : BVERLING

FILED
2023 FEB 24 PM 3:33
CITY CLERK
IOWA CITY, IOWA

FINAL PLAT
CARDINAL HEIGHTS PART ONE
A PORTION OF AUDITOR'S PARCEL NO. 2011054
CITY OF IOWA CITY, JOHNSON COUNTY, IOWA

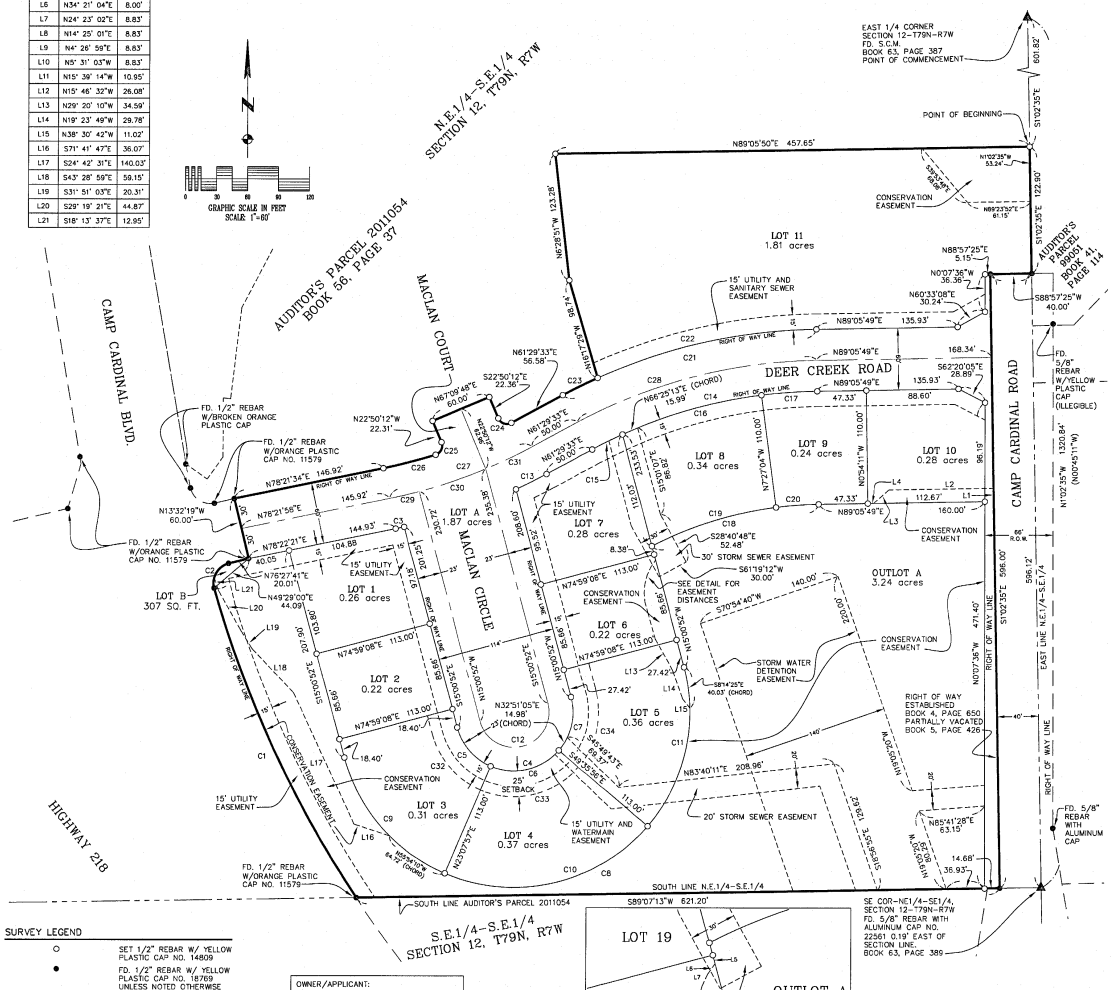
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LOCATION:	N.E.1/4-S.E.1/4 SECTION 12, T79N, R7W AUDITOR'S PARCEL 2011054
REQUESTOR:	IC GROVE EAST, LLC
PROPRIETOR:	IC GROVE EAST, LLC
SURVEYOR:	GREGG E. SAMPSON, P.L.S.
COMPANY:	HALL & HALL ENGINEERS, INC. 1860 BOYSON ROAD HIAWATHA, IOWA 52233 1-319-362-9548
RETURN TO:	SUSAN@HALLENG.COM

SPACE RESERVED FOR RECORDING PURPOSES

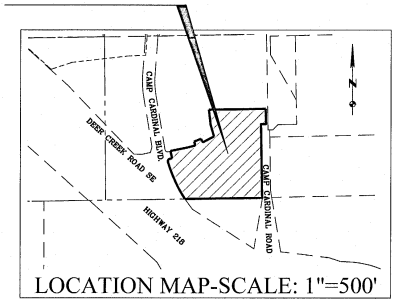
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Kind: PLAT
Recorded: 04/07/2023 at 09:41:20 AM
Fee Amt: $7.00 Page 1 of 1
Johnson County Iowa
Kim Painter County Recorder
BK 66 PG 228

CONSERVATION EASEMENT DATA		
Line #	Direction	Length
L1	S1° 02' 35"E	12.93'
L2	N89° 05' 12"E	100.73'
L3	N48° 20' 47"E	19.79'
L4	N89° 05' 49"E	5.60'
L5	N15° 00' 52"W	5.73'
L6	N34° 21' 04"E	8.00'
L7	N24° 23' 02"E	8.83'
L8	N14° 25' 01"E	8.83'
L9	N4° 26' 59"E	8.83'
L10	N5° 31' 03"W	8.83'
L11	N15° 39' 14"W	10.95'
L12	N15° 46' 32"W	26.08'
L13	N29° 20' 10"W	34.59'
L14	N19° 23' 49"W	29.78'
L15	N38° 30' 42"W	11.02'
L16	S71° 41' 47"E	36.07'
L17	S24° 42' 31"E	140.03'
L18	S43° 28' 59"E	59.15'
L19	S31° 51' 03"E	20.31'
L20	S29° 19' 21"E	44.87'
L21	S18° 13' 37"E	12.95'

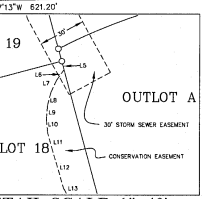
Curve Table					
Curve	Delta	Tangent	Length	Radius	Chord	Chord Brg
C1	17° 16' 29"	167.09'	331.65'	1100.00'	330.40'	N24° 46' 53"W
C2	87° 58' 29"	19.31'	30.71'	20.00'	27.78'	N30° 24' 39"E
C3	0° 53' 55"	4.16'	8.31'	530.00'	8.31'	N77° 55' 00"E
C4	179° 58' 00"	195466.08'	179.04'	57.00'	114.00'	N74° 58' 21"E
C5	51° 49' 23"	27.69'	51.56'	57.00'	49.82'	S40° 57' 21"E
C6	72° 43' 49"	41.97'	72.35'	57.00'	67.59'	N76° 46' 03"E
C7	55° 24' 47"	29.93'	55.13'	57.00'	53.00'	N12° 41' 44"E
C8	179° 58' 00"	582952.06'	533.97'	170.00'	340.00'	N74° 58' 56"E
C9	51° 49' 58"	82.61'	153.79'	170.00'	148.60'	S40° 57' 04"E
C10	72° 43' 52"	125.18'	215.80'	170.00'	201.60'	N76° 46' 01"E
C11	55° 24' 09"	89.26'	164.38'	170.00'	158.05'	N12° 42' 01"E
C12	180° 00' 00"	INFINITY'	106.81'	34.00'	68.00'	N74° 59' 08"E
C13	3° 36' 04"	16.66'	33.31'	530.00'	33.30'	N63° 17' 35"E
C14	27° 36' 16"	115.46'	226.44'	470.00'	224.26'	S75° 17' 41"W
C15	3° 57' 11"	16.22'	32.43'	470.00'	32.42'	S63° 28' 09"W
C16	17° 06' 12"	70.68'	140.30'	470.00'	139.78'	S73° 59' 50"W
C17	6° 32' 53"	26.89'	53.71'	470.00'	53.69'	N85° 49' 23"E
C18	26° 36' 28"	85.13'	167.18'	360.00'	165.68'	S75° 47' 35"W
C19	20° 03' 35"	63.67'	126.04'	360.00'	125.40'	S72° 31' 09"W
C20	6° 32' 53"	20.59'	41.14'	360.00'	41.12'	N85° 49' 23"E
C21	27° 36' 16"	122.83'	240.90'	500.00'	238.57'	N75° 17' 41"E
C22	23° 32' 02"	110.40'	217.70'	530.00'	216.17'	N77° 19' 48"E
C23	4° 04' 14"	18.83'	37.65'	530.00'	37.65'	N63° 31' 40"E
C24	95° 40' 15"	9.94'	15.03'	9.00'	13.34'	S70° 40' 19"E
C25	94° 51' 11"	9.80'	14.90'	9.00'	13.26'	N24° 35' 23"E
C26	6° 20' 59"	26.07'	52.09'	470.00'	52.06'	N75° 11' 28"E
C27	16° 52' 25"	74.16'	147.25'	500.00'	146.72'	N69° 55' 45"E
C28	27° 36' 16"	122.83'	240.90'	500.00'	238.57'	N75° 17' 41"E
C29	3° 23' 10"	14.78'	29.55'	500.00'	29.55'	N76° 40' 23"E
C30	7° 48' 59"	34.16'	68.21'	500.00'	68.16'	N71° 04' 18"E
C31	5° 40' 15"	24.76'	49.49'	500.00'	49.47'	N64° 19' 41"E
C32	51° 49' 23"	39.84'	74.17'	82.00'	71.67'	S40° 57' 21"E
C33	72° 43' 51"	60.38'	104.09'	82.00'	97.24'	N76° 46' 02"E
C34	55° 24' 46"	43.06'	79.30'	82.00'	76.25'	N12° 41' 44"E



PROPERTY LOCATION



LOCATION MAP-SCALE: 1"=500'



DETAIL-SCALE: 1"=40'

NOTES:

1. LOTS "A" AND "B" ARE BEING DEDICATED TO THE CITY OF IOWA CITY AT THIS TIME AS PUBLIC STREET RIGHT OF WAY.
2. OUTLOT "A" IS TO BE PRIVATELY OWNED AND MAINTAINED AND IS PARTIALLY RESERVED FOR A CONSERVATION EASEMENT AS DESIGNATED HEREON. IT IS ALSO TO BE USED FOR STORMWATER MANAGEMENT PURPOSES.
3. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
4. BEARINGS ARE BASED ON: NAD83 (2011) (EPOCH 2010.000) Iowa State Plane, South Zone, as observed using the Iowa Real Time Network.
5. DATE OF SURVEY FIELD WORK: 8/11/2022
6. NOTES ON THIS PLAT ARE NOT INTENDED TO CREATE ANY VESTED PRIVATE INTEREST IN ANY STATED USE RESTRICTION OR COVENANT OR CREATE ANY THIRD PARTY BENEFICIARIES TO ANY NOTED USE RESTRICTION OR COVENANT.
7. GREEN SPACE WITHIN MACLAN CIRCLE TO BE MAINTAINED BY HOME OWNERS ASSOCIATION.

LEGAL DESCRIPTION:

A PORTION OF AUDITOR'S PARCEL 2011054, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N.E. 1/4-S.E 1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-NINE (79) NORTH, RANGE SEVEN (7) WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF IOWA CITY, JOHNSON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 12;

THENCE SOUTH 1°02'35" EAST ON THE EAST LINE OF SAID N.E.1/4-S.E.1/4, A DISTANCE OF 601.82 FEET TO THE POINT OF BEGINNING;

(THE FOLLOWING THREE (3) COURSES ARE ON THE EASTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

THENCE CONTINUING SOUTH 1°02'35" EAST, 122.90 FEET;

THENCE SOUTH 88°57'25" WEST, 40.00 FEET;

THENCE SOUTH 1°02'35" EAST, 596.00 FEET TO THE SOUTH LINE OF SAID AUDITOR'S PARCEL 2011054;

THENCE SOUTH 89°07'13" WEST ON SAID SOUTH LINE, 621.20 FEET TO A WESTERLY LINE OF SAID AUDITOR'S PARCEL 2011054 AND THE BEGINNING OF A 1100.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY AND HAVING A LONG CHORD OF 330.40 FEET BEARING NORTH 24°46'53" WEST;

(THE FOLLOWING FOUR (4) COURSES ARE ON THE WESTERLY LINES OF SAID AUDITOR'S PARCEL 2011054)

THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, 331.65 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF 27.78 FEET BEARING NORTH 30°24'39" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 30.71 FEET;

THENCE NORTH 76°27'41" EAST, 20.01 FEET;

THENCE NORTH 13°32'19" WEST, 60.00 FEET;

THENCE NORTH 78°21'34" EAST, 146.92 FEET TO THE BEGINNING OF A 470.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 52.06 FEET BEARING NORTH 75°11'28" EAST;

THENCE EASTERLY ON THE ARC OF SAID CURVE, 52.09 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY AND HAVING A LONG CHORD OF 13.26 FEET BEARING NORTH 24°35'23" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 14.90 FEET;

THENCE NORTH 22°50'12" WEST, 22.31 FEET;

THENCE NORTH 67°09'48" EAST, 60.00 FEET;

THENCE SOUTH 22°50'12" EAST, 22.36 FEET TO THE BEGINNING OF A 9.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 13.34 FEET BEARING SOUTH 70°40'19" EAST;

THENCE EASTERLY ON THE ARC OF SAID CURVE, 15.03 FEET;

THENCE NORTH 61°29'33" EAST, 56.58 FEET TO THE BEGINNING OF A 530.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY AND HAVING A LONG CHORD OF 37.65 FEET BEARING NORTH 63°31'40" EAST;

THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE, 37.65 FEET;

THENCE NORTH 161°7'29" WEST, 98.74 FEET;

THENCE NORTH 6°28'51" WEST, 123.28 FEET;

THENCE NORTH 89°05'50" EAST, 457.65 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 9.80 ACRES.

PLAT/PLAN APPROVED by the City of Iowa City, Iowa	
CLERK	DATE 2-21-23
UTILITY EASEMENTS AS SHOWN HEREON, MAY OR MAY NOT INCLUDE SANITARY SEWER LINES, AND/OR STORM SEWER LINES, AND/OR WATER LINES; UTILITY EASEMENTS, AS SHOWN HEREON, ARE ADEQUATE FOR THE INSTALLATION AND MAINTENANCE OF THE FACILITIES REQUIRED BY THE FOLLOWING AGENCIES:	
MIDAMERICAN ENERGY CO.	2/21/2023 DATE
MEDIACOM	2-21-23 DATE
LUMEN	02-20-23 DATE
IMON	02/20/23 DATE
METRONET	2/21/23 DATE

SURVEY LEGEND

- SET 1/2" REBAR W/ YELLOW PLASTIC CAP NO. 14809
- FD. 1/2" REBAR W/ YELLOW PLASTIC CAP NO. 18769 UNLESS NOTED OTHERWISE
- FD. SECTION CORNER MONUMENT RECORDED AS ( )
- EASEMENT LINE
- PLAT BOUNDARY
- EXISTING LOT LINE
- SECTION LINE
- 1/4-1/4 SECTION LINE
- CENTERLINE
- SETBACK LINE

OWNER/APPLICANT:
IC GROVE EAST, LLC
755 MORMAN TRCK BLVD.
IOWA CITY, IOWA 52246

OWNER'S ATTORNEY:
CRYSTAL RAIBER
HOLLAND, MICHAEL, RAIBER & SITTIG PLC
123 NORTH LINN STREET
SUITE 300
IOWA CITY, IOWA 52245

TOTAL AREA: 9.80 ACRES

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 Land Surveyor under the laws of the State of Iowa.

Signed: Date: 2/15/2023
GREGG E. SAMPSON, P.L.S. Iowa License No. 14809
My license renewal date is December 31, 2024
ENTIRE SUBMISSION IS COVERED BY THIS SEAL UNLESS SPECIFIED BELOW: THIS SHEET ONLY

GREGG E. SAMPSON 14809 IOWA

HALL & HALL ENGINEERS, INC.
Civil/Land Development Illinois #184
1860 BOYSON ROAD HIAWATHA, IOWA 52233
PHONE: (319) 362-9548 FAX: (319) 362-7585
LAND SURVEYING • LAND DEVELOPMENT PLANNING
www.halleng.com

Revision Description
Revision Number & Date

Sheet Title:
FINAL PLAT
CARDINAL HEIGHTS PART ONE
CITY OF IOWA CITY, JOHNSON COUNTY, IOWA

Designed by: BJV
Drawn by: BJV
Checked by: GES
Date: 2/15/2023
Field Book No: 268
Scale: 1"=60'
Sheet: 1 of 1
Project Number: 20034-20-2

CAD File: \\projects\2000\20034\20034-20\20034-20-2 CP Heights (27 AC)\DWG\Plat\20034-20-2 PART-1 FOI 3D2019.dwg Date Plotted : Feb 15, 2023 - 1:48pm Plotted By : BVERLING