

RESOLUTION NO. 2019-0002

A Resolution Authorizing the Sale of
City Property to Shelley L. Meyer and Jonathan P. Meyer

WHEREAS, as Resolution was adopted by the City Council of Muscatine, Iowa, on December 20, 2018, concerning the proposed sale of all the City's right, title, and interest in and to the real property described in the copy of the Deed attached to this Resolution and incorporated by reference; and

WHEREAS, the Resolution provided that notice of intention to sell the real property should be given by publication of a Public Notice in *The Muscatine Journal* no less than 4 or more than 20 days before the City Council meeting to be held on January 3, 2019, and the notice was published as specified in the Resolution and as required by law; and

WHEREAS, the Resolution provided for a public hearing on the proposed sale of real property, and such public hearing has been held; and

WHEREAS, the City Council of Muscatine, Iowa, on December 6, 2018 approved a purchase agreement between City of Muscatine and Shelley L. Meyer and Jonathan P. Meyer for \$1,900.

IT IS, THEREFORE, RESOLVED, by the City Council of Muscatine, Iowa, as follows:

1. The City of Muscatine, Iowa, will sell and convey all its right, title, and interest in and to the real property described as **Except for the Westerly 76 feet of the Southerly 20 feet, The Southerly 117 feet of Lot "P" of the Subdivision of Outlot One in Section 36, in Township 77 North, of Range 2 West, of the 5th Principal Meridian, in the City of Muscatine, in Muscatine County, Iowa.**, Iowa to Shelley L. Meyer and Jonathan P. Meyer in exchange for \$1,900.

2. The Mayor is authorized and directed to sign the Deed for the conveyance identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature; and will be in substantially the same form as the copy of the Deed attached to this Resolution as "Exhibit A".

4. The deed will be delivered upon receipt of \$1,900.

5. Any resolution or part thereof in conflict or inconsistent with this Resolution is repealed.

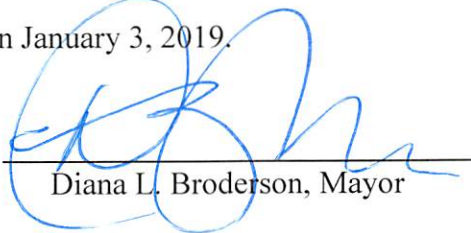
PASSED, APPROVED, AND ADOPTED on January 3, 2019.

(CITY SEAL)

ATTEST:



Gregg Mandsager, City Clerk



Diana L. Broderson, Mayor

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Prepared by: Andrew Fangman, 215 Sycamore Street, Muscatine, IA 52761; 563.262.4141
Return and Tax Statement to Shelley L. Meyer and Jonathan P. Meyer, 1103 Halstead Street, Muscatine,
IA 52761

WARRANTY DEED

The City of Muscatine, Iowa, a municipal corporation situated in Muscatine County, Iowa, for valuable consideration, transfers and conveys to Shelley L. Meyer and Jonathan P. Meyer all its right, title, and interest in the following real property in Muscatine County, Iowa:

Except for the Westerly 76 feet of the Southerly 20 feet, The Southerly 117 feet of Lot "P" of the Subdivision of Outlot One in Section 36, in Township 77 North, of Range 2 West, of the 5th Principal Meridian, in the City of Muscatine, in Muscatine County, Iowa.

Exempt from transfer tax per Iowa Code Section 428A.2(6).

The City covenants with the grantee, its successors and assigns, to warrant and defend the real property against the lawful claims of all persons claiming by, though, or under the City.

IN WITNESS WHEREOF, the City of Muscatine, Iowa, has caused this instrument to be executed in its corporate name by its Mayor and City Clerk and its seal to be affixed on January 3, 2019.



ATTEST:

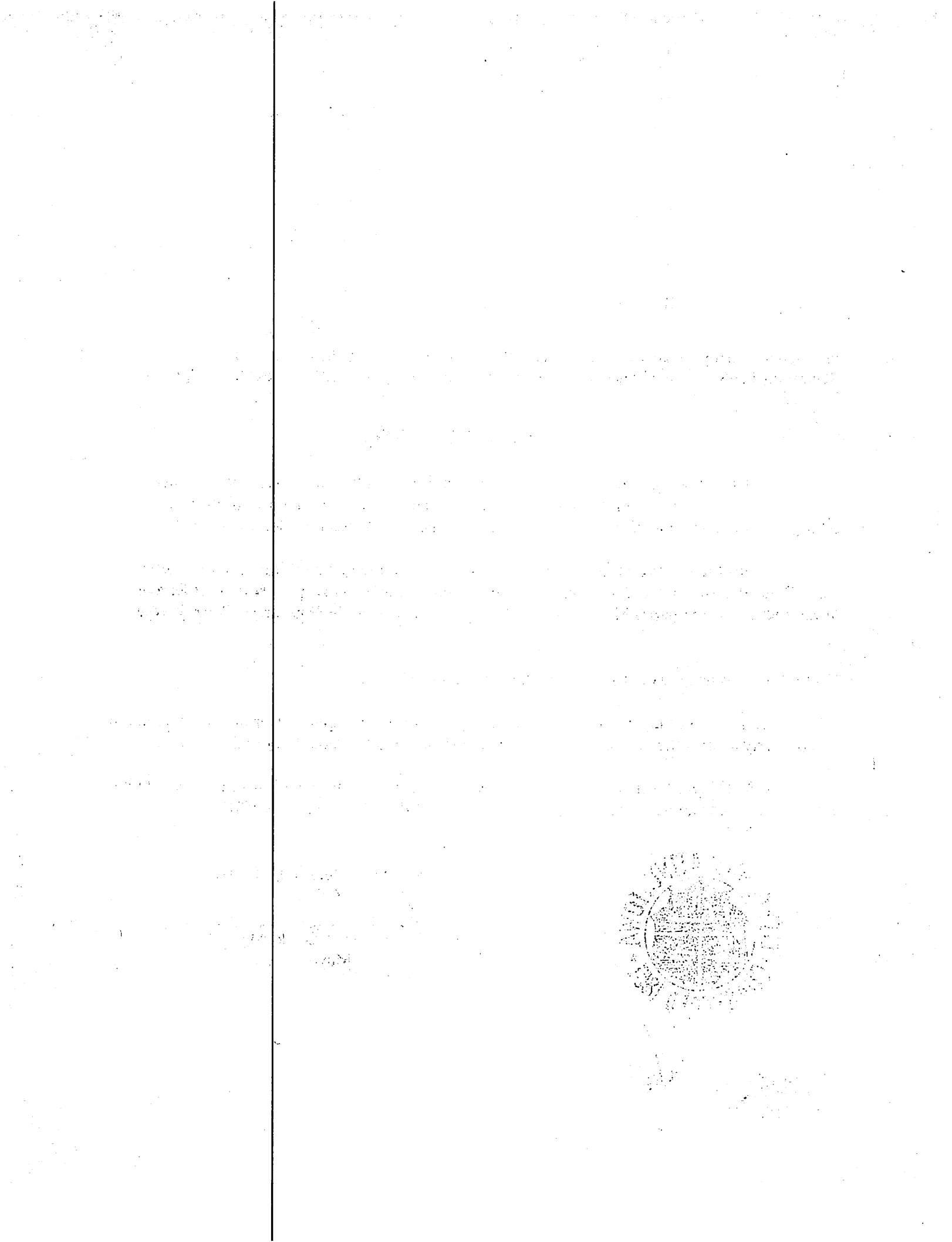


Gregg Mandsager
City Clerk

CITY OF MUSCATINE, IOWA

By 

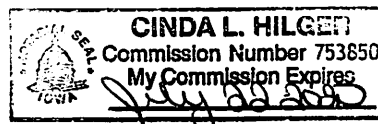
Diana L. Broderson
Mayor



STATE OF IOWA, MUSCATINE COUNTY, ss.

This instrument was acknowledged before me on Jan 31st, 2019, by Diana L. Broderson and Gregg Mandsager as Mayor and City Clerk, respectively, of the City of Muscatine, Iowa.

Cinda L. Hilgen
Notary Public in and for the State of Iowa



CITY OF MUSCATINE
215 SYCAMORE STREET
MUSCATINE, IA 52761
563-264-1550

Receipt #: 00063819
Receipt Date: 01/31/2019
Receipt Time: 10:32 AM
Collected By: front

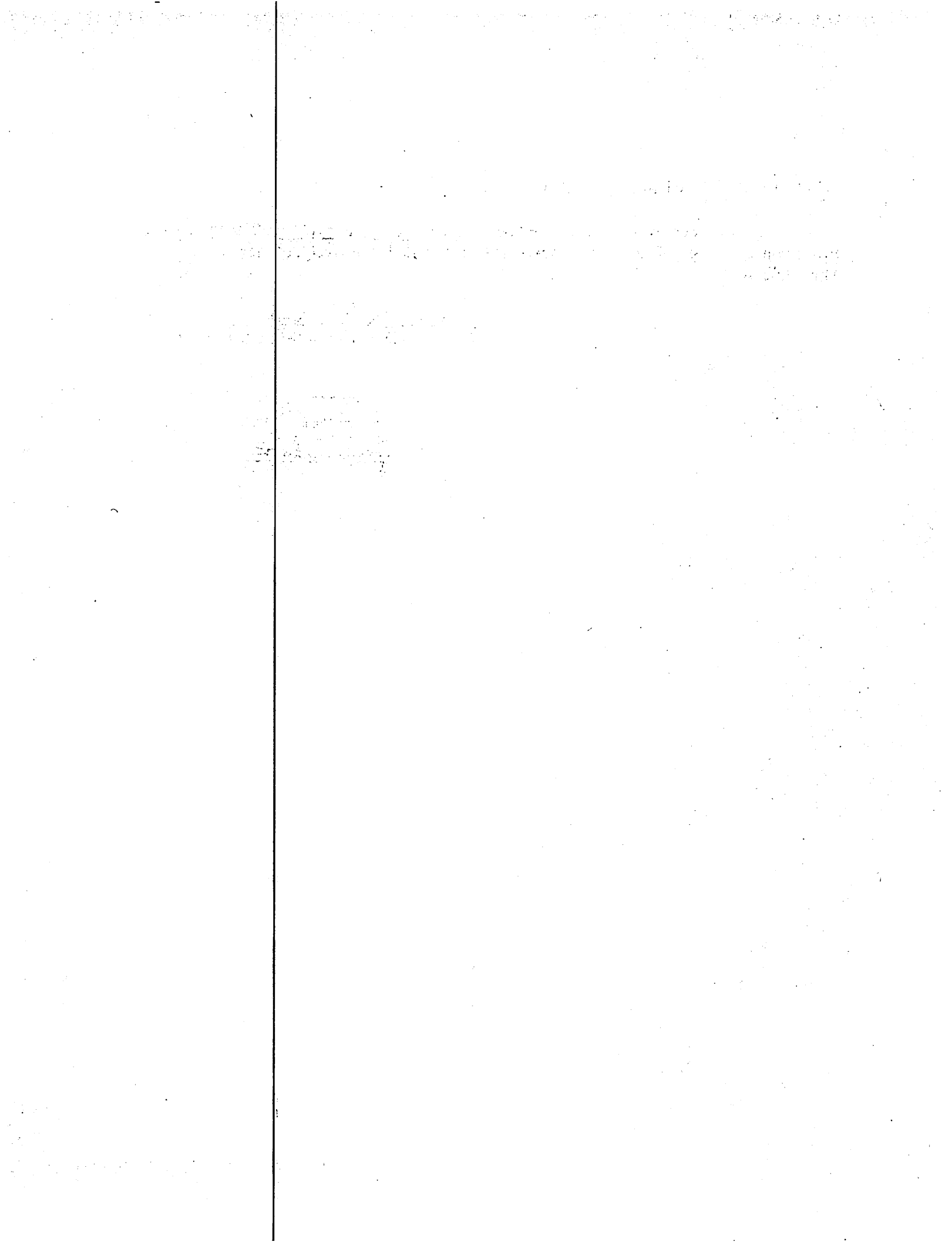
Customer No.: 000000
Received From:
Meyer, Shelley

Check # :
Check Amount: 0.00
Cash Amount: 1,900.00
Other Amount: 1,900.00

Change Due: 0.00

RECEIVED FOR:
1000-10-1221-30320
Shelley Meyer Sale of Land
1,900.00

Receipt Total: 1,900.00



REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is deemed made on the date the last of the parties executes this Agreement (the "Effective Date") by and between the City of Muscatine, Iowa, whose address for the purposes of this Agreement is 215 Sycamore Street, Muscatine, Iowa 52761 (hereafter referred to as the "Seller" or "City") and Shelley L. Meyer and Jonathan P. Meyer, whose address for the purposes of this Agreement is 1103 Halstead Street (collectively hereafter referred to as the "Buyer.")

RECITALS

WHEREAS, Seller is the owner of the following legally described property:

Except for the Westerly 76 feet of the Southerly 20 feet, The Southerly 117 feet of Lot "P" of the Subdivision of Outlot One in Section 36, in Township 77 North, of Range 2 West, of the 5th Principal Meridian, in the City of Muscatine, in Muscatine County, Iowa.

Subject only to easements, restrictions and covenants of record (collectively referred to as the "Property");

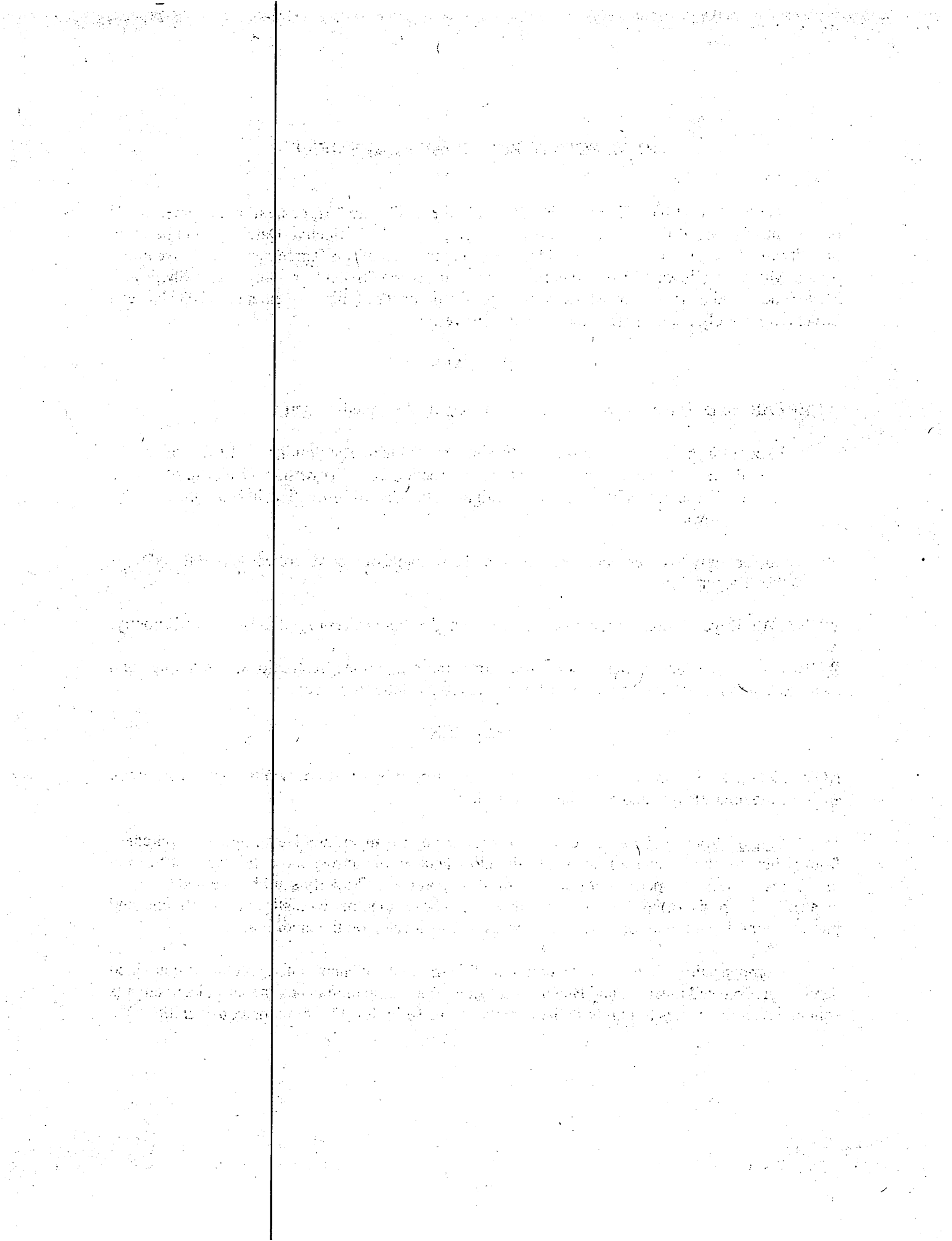
WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property;

WHEREAS, Buyer and Seller desire to set forth the obligations, restrictions, limitations, and conditions upon which the Property will be conveyed by Seller to Buyer;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, each for the other, Buyer and Seller agree as follows:

1. Sale of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, for the Purchase Price set forth below and, on the terms, and conditions set forth in this Agreement, the Property. For purposes of this Agreement, Property shall be deemed to mean, on a collective basis: (a) the parcel of land described above, together with all rights, easements and interests appurtenant thereto; and (b) all improvements located on the land, if any.
2. Compensation. Seller, in consideration of the mutual covenants and agreements contained herein, agrees to sell to Buyer and Buyer, in consideration of the mutual covenants and agreements contained herein, agrees to purchase the Property from Seller for the following consideration:



- a. Cash in the amount of \$1,900.00 (the "Purchase Price"), and
 - b. The parties acknowledge that disposal of the Property as part of this Agreement will require a public hearing and approval of the Muscatine City Council, in addition to approval of this Agreement as a whole. If disposal of the property is not approved by the Muscatine City Council, this Agreement shall be rendered null and void.
3. Payment of the Purchase Price. The Purchase Price shall be paid by Buyer to Seller, in good and immediately available funds by wire transfer or cashier's check, at the time of Closing.
 4. Abstract and Title. If the Buyer desires an abstract of title to the Property, the Buyer shall obtain said abstract at no cost to the Seller.
 5. Closing. The Closing of this transaction shall occur as soon as reasonably practicable, after a conditional use permit allowing for the construction of a single family home on the Property has been approved, as agreed in writing by the parties (hereinafter referred to as the "Closing Date"), at a location mutually agreed upon by the parties herein. Time is of the essence in this Purchase Agreement.
 6. Real Estate Taxes. The Property is currently tax-exempt while owned by the City. Buyer shall pay all real estate taxes assessed against the Property for all periods following the date of Closing.
 7. Special Assessments. Buyer shall be responsible for all special assessments with respect to the Property.
 8. Commission. Seller and Buyer each represent and warrant to the other that no brokerage commission, finder's fee or other compensation is due and payable with respect to the transaction contemplated by this Agreement. Buyer represents to Seller that it knows of no fee, commission or payment due to any broker, finder, agent or other person or entity, in connection with the transactions contemplated. Seller represents to Buyer that it knows of no fee, commission or payment due to any broker, finder, agent or other person or entity, in connection with the transactions contemplated herein. Seller and Buyer each, one to the other, indemnify, protect, defend and hold the other harmless from and against all losses, claims, costs, expenses and damages (including but not limited to reasonable attorney fees) resulting from the claims of any broker, finder or other such party claiming, by, through or under the acts or agreements of the indemnifying party. The warranties and obligations of the parties pursuant to this paragraph shall survive the termination of the Closing. Should any third-party claim a commission is due and owing, both parties agree to cooperate in challenging such claim. Such cooperation shall not be deemed to alter the indemnifications contained in this paragraph in any manner.

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Faint, illegible text on the right side of the page, possibly bleed-through from the reverse side.

9. Warranties and Representations of Seller. Seller warrants and represents to Buyer that, upon approval of the Muscatine City Council, it has the full right, power and authority to sell and convey the Property to Buyer as provided in this Agreement and to carry out the Seller's obligations hereunder. At Closing, a Groundwater Hazard Statement will be filed by Sellers regarding the following: (i) wells; (ii) solid waste disposal; (iii) hazardous wastes; and (iv) underground storage tanks located on the Property.

10. Conveyance Documents. Seller shall convey the Property to Buyer by a general quit claim deed.

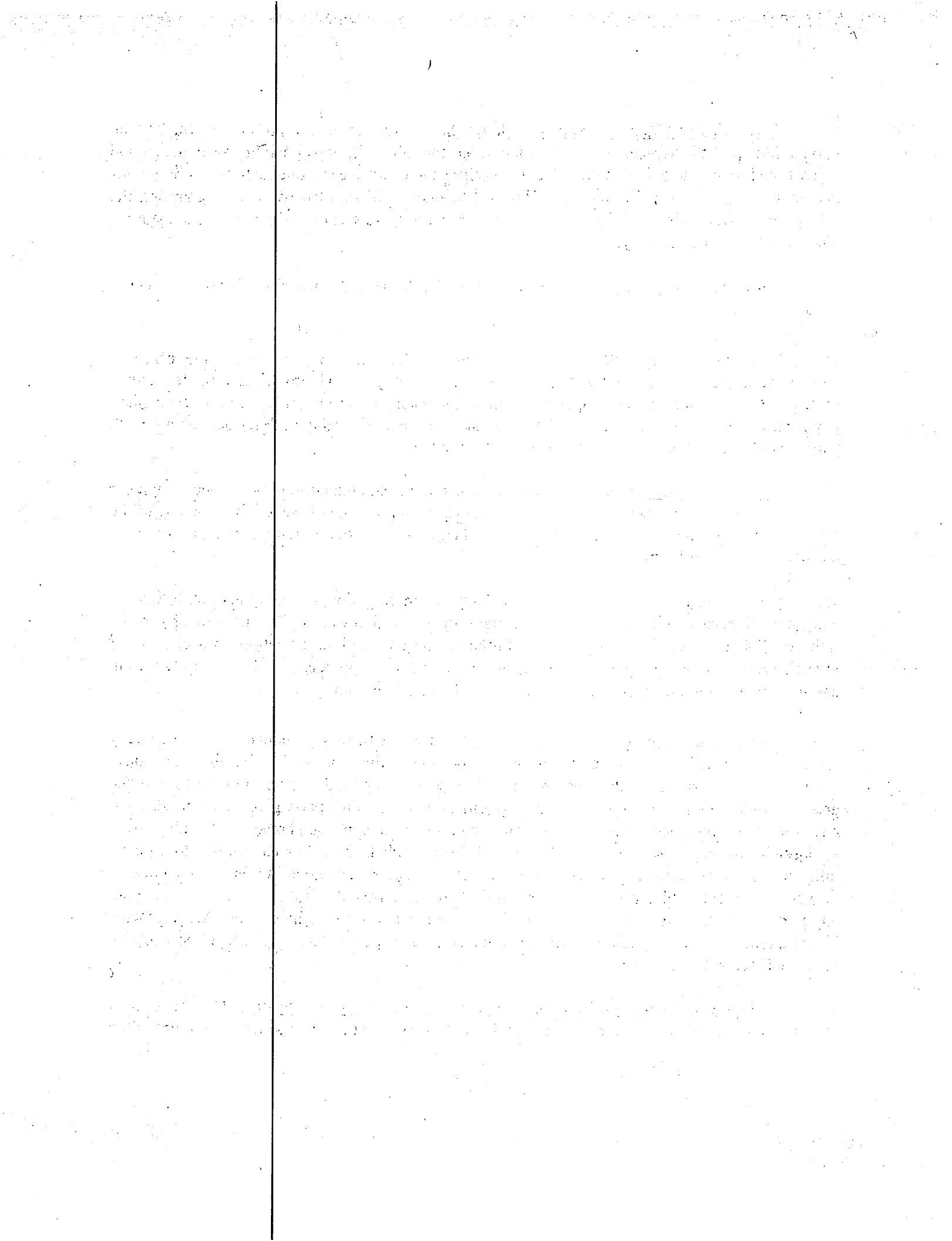
11. Closing Costs. Seller shall pay any necessary transfer taxes. Buyer shall pay the recording fees in connection with the Deed conveying title to Buyer, and any financing documents encumbering or relating to the Property and other documents Buyer desires to record. Buyer shall pay the premium for issuing the Iowa Title Guaranty or title policy (if any) described herein. Each party shall be responsible for paying its own attorney fees.

12. Possession; Risk of Loss. Subject to the terms of the existing Ground Lease between Seller and Buyer, all risk of loss with respect to the Property shall remain with Seller until Closing of the purchase of the Property. Seller shall preserve and care for the Property until Closing in a manner consistent with its prior practice.

13. Pending Actions. Seller has no notice of any action, litigation, proceeding, or investigation against itself, related entities, its partners, or the Property, which would affect the Property or the right of Seller to sell and convey the Property, or any action, litigation, proceeding, or investigation, including without limitation, any eminent domain proceeding which would result in any lien, claim, right, or interest in the Property in favor of any third party.

14. Notices. Neither party shall have the right to terminate this Agreement or seek any remedy for a breach hereof by the other party unless such breach continues for a period of thirty (30) days following written notice by the party seeking to pursue such remedy, specifying the occurrence and description of such default under this Agreement and unless the party given such notice shall have failed to commence to take such steps as are necessary to cure such breach or default as soon as possible (or having so commenced such steps to cure shall thereafter have failed to proceed diligently and with continuity to remedy the same). All notices, demands, writings, supplements, or other documents which are required or permitted by the terms of this Agreement to be given to any party shall be delivered in person, or shall be deposited in the United States Mail, postage prepaid, return receipt requested, addressed at the addresses specified above and shall be effective upon such deposit.

15. Assignment; Agreement Binding on Successors; Survival of Provisions. This Agreement may not be assigned or transferred by any of the parties without the express written consent of the



other. This Agreement, and amendments, if any, and all representations, warranties, indemnification obligations, rights and duties hereunder, shall survive the Closing and shall be fully binding at all times against Seller, and Buyer as well as any and all of its or their successors in interest, assigns or transferees.

16. Default; Remedies of the Parties.

16.1 Buyer's Remedies for Seller's Default. If (a) each of the conditions precedent set forth in this Agreement have been satisfied or waived prior to the Closing Date and (b) Seller fails or refuses to timely convey the Property to Buyer in accordance with the terms and conditions of this Agreement, except on account of a default hereunder by Buyer, Buyer may elect one of the following remedies: (a) be entitled to terminate Buyer's obligations under this Agreement by written notice to Seller; (b) be entitled to specific performance of this Agreement; or (c) any other remedies available at law or equity.

16.2. Seller's Remedies for Buyer's Default. If (a) each of the conditions precedent set forth in this Agreement have been satisfied or waived prior to the Closing Date and (b) Buyer fails or refuses to timely purchase the Property and Close in accordance with the terms and conditions of this Agreement, except on account of a default hereunder by Seller, Seller may elect one of the following remedies: (a) be entitled to terminate Seller's obligations under this Agreement by written notice to Buyer; (b) be entitled to specific performance of this Agreement; or (c) any other remedies available at law or equity.

17. Time. Time is of the essence in the performance of each party's obligations hereunder.

18. No Waiver. Subject to the deemed approvals under this Agreement, no waivers by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing, nor shall it be considered to be a waiver by such party of any other covenant or condition hereunder.

19. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the Property and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject. This Agreement may only be modified by subsequent written agreement signed by the party to be charged.

20. Counterparts and Effectiveness. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, and this Agreement shall only be effective if a counterpart is signed by both Buyer and Seller and approved by the Muscatine City Council.

21. Severability. In the event any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

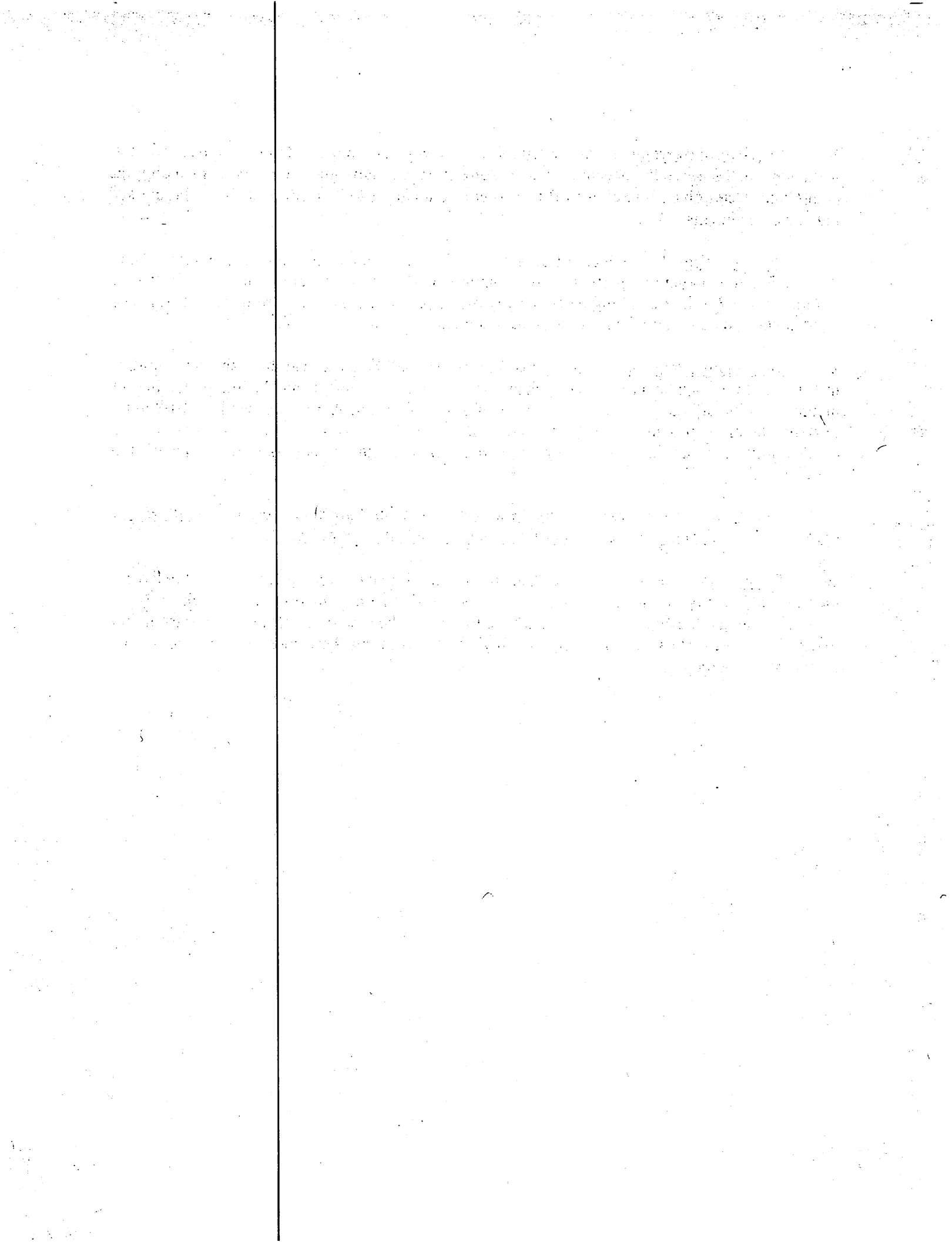
22. Survival of Warranties. Any warranties, covenants and representations contained in this document shall survive the execution of this Agreement and any other documents, including the Quit Claim Deed given by Seller to Buyer to consummate this transaction, shall not be merged into such documents.

23. Attorney Fees. In the event of default by either party pursuant to any of the terms of this Agreement, the prevailing party in any litigation or enforcement action shall be entitled to reimbursement by the defaulting party for any of the prevailing party's reasonable attorney fees, court costs, and other associated costs of enforcement.

24. Governing Law; Construction. This Agreement shall be construed pursuant to the laws of the State of Iowa. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid. If any such provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating or otherwise affecting the remaining provisions of this Agreement.

25. Headings. Article and section headings used in this Agreement are for the *convenience of the parties only and shall not affect the construction of this Agreement.*


26. Further Assurances. At or after Closing, the parties shall prepare, execute and deliver at their respective expense, such additional instruments and other documents and shall take or cause to be taken such other action as is reasonably requested by the other party at any time or from time to time in order to effectuate and comply with all the terms of this Agreement and the transactions contemplated hereby.




IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Seller

City of Muscatine, Iowa


By: 
Gregg Mandsager, City Clerk

Date: 12/15/18

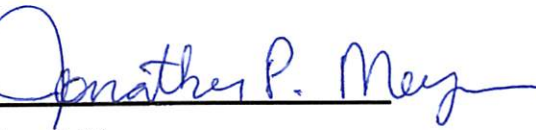
By: 
Diana L. Broderson, Mayor

Date: 1-27-2019

Buyer

By: 
Shelley L. Meyer

Date: 12-14-18

By: 
Jonathan P. Meyer

Date: 12-14-18

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Department of Agriculture

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City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

COMMUNITY DEVELOPMENT

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

MEMORANDUM

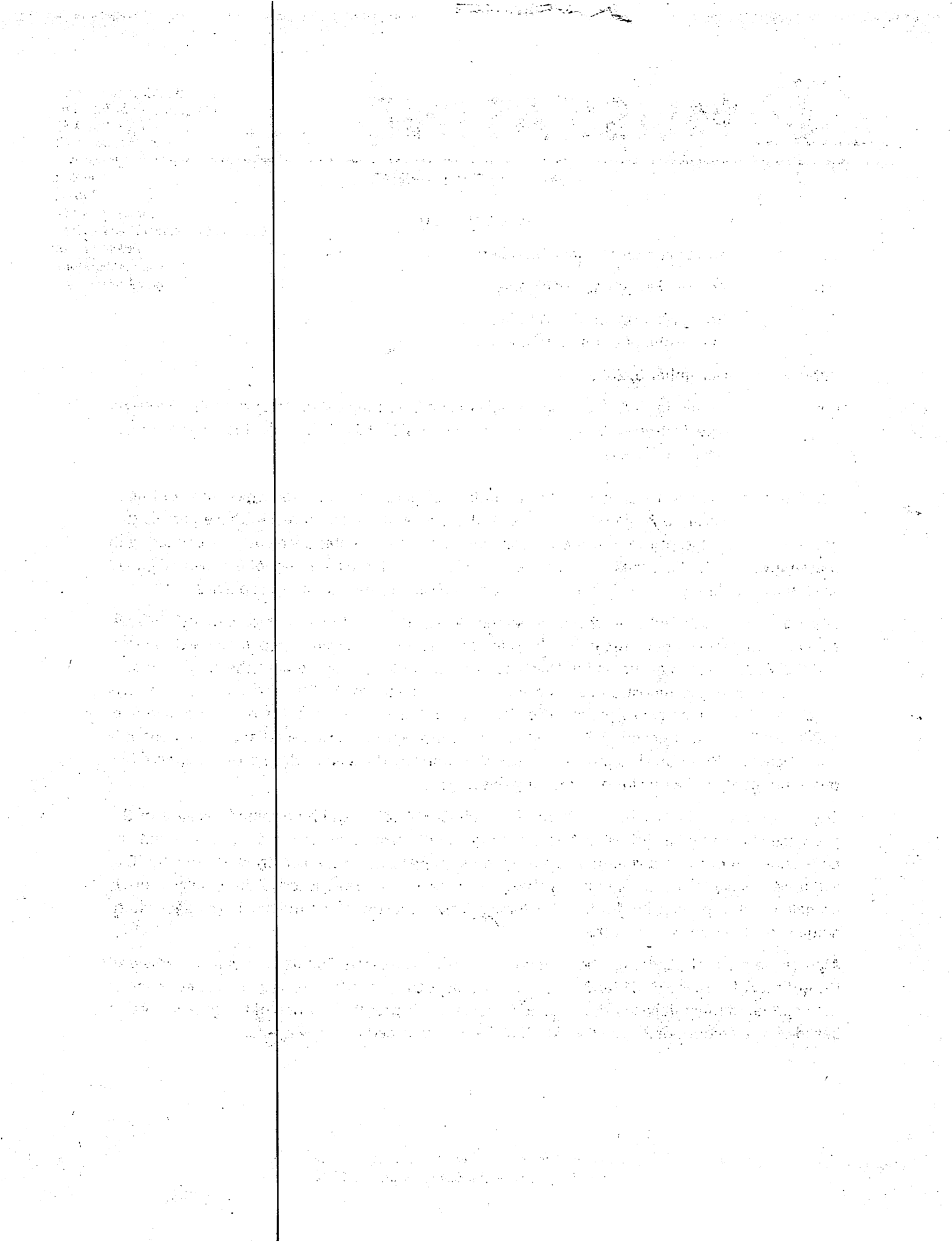
To: Mayor and City Council Members
From: Andrew Fangman, City Planner
Cc: Gregg Mandsager, City Administrator
Dave Gobin, Community Development Director
Date: December 6, 2018
Re: Resolution's Authorizing the Sale of and Executing a Deed of Surplus City Property (the Southerly 9,422 Sq. feet of Parcel #0836128003 - Located at the End of Halstead Street)

The City of Muscatine has accumulated a number of parcels of land for which the continued public ownership of no longer serves any useful purpose. In order to return these parcels to a useful purpose, restore them to the tax roll, and to reduce maintenance costs associated with these parcels to the City, the City Council has previously declared a number of City owned parcel as surplus and directed City Staff to actively seek the sale of these surplus properties.

City Staff has negotiated a purchase agreement with Shelley L. Meyer and Jonathan P. Meyer, adjoining property owners, regarding the sale of a portion of a surplus city owned parcel (Parcel #0836128003, located at the end of Halstead Street). Under this agreement the Meyer's would purchase the southernmost 9,422 square feet of this parcel for \$1,900 and then combine the purchase with their adjoining parcel. The City would retain ownership of the remainder of Parcel #0836128003. At its December 6th meeting City Council approved this purchase agreement, it is now necessary for Council to pass a resolution authorizing the sale of this parcel as directed by this agreement, and a resolution executing this deed.

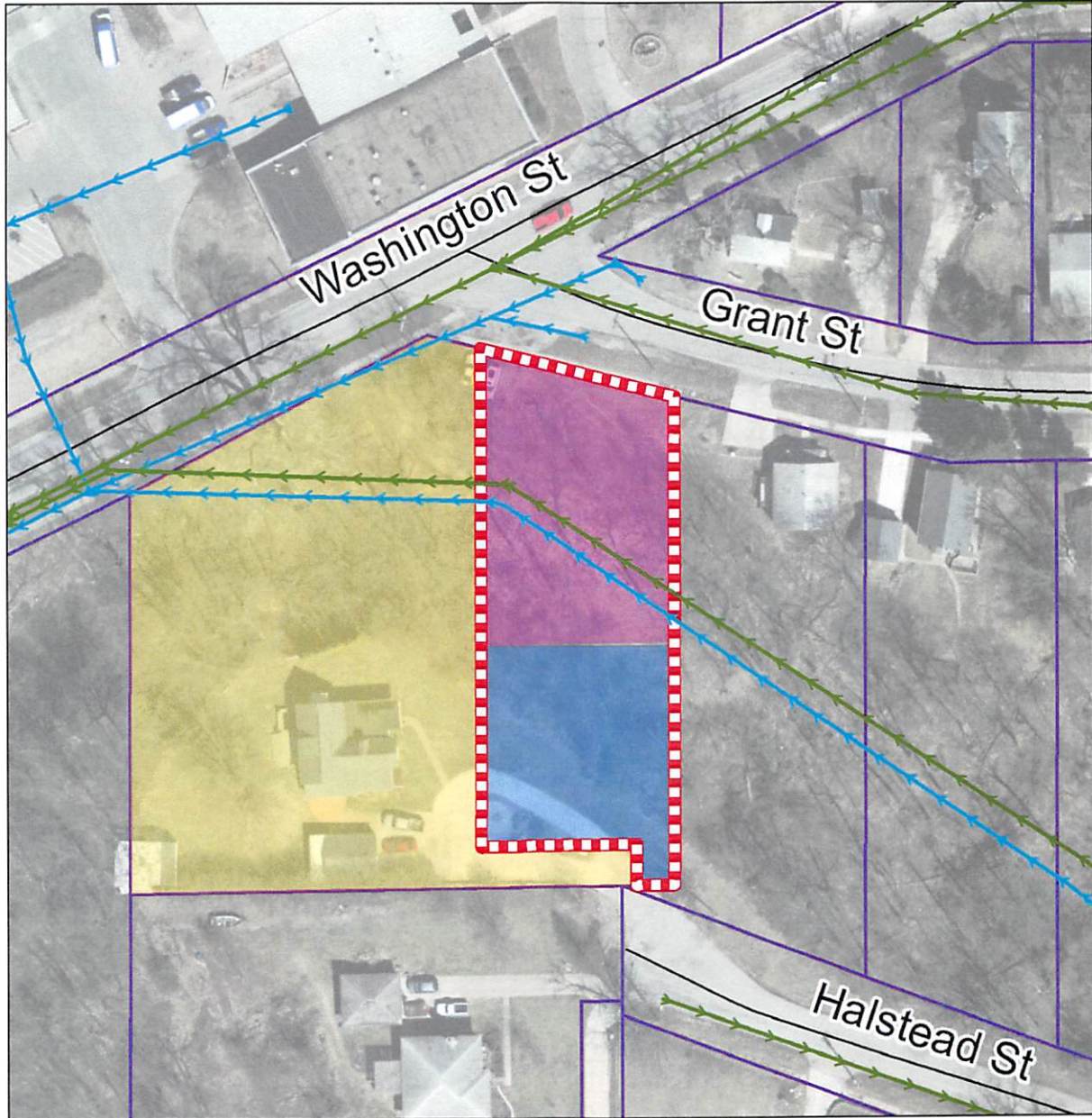
City ownership of the northern portion of Parcel #0836128003 will be retained because of the presence of existing City infrastructure. A sanitary and storm sewer lines cross the area that will be retained under City ownership. Because these sewer lines were constructed after the City acquired this parcel, no easements for these sewer lines were established. Additionally, there is a small overflow parking lot, for the City Public Works Department, on the northern edge, where adjoins Washington Street, of this parcel.

A purchase price of \$1,900 has been negotiated. The Muscatine County Assessor has assessed the entirety of Parcel #0836128003 at \$2,680. Because the Meyer's are only portion of this parcel the negotiated the purchase price of \$1,900 represents is prorated portion of the assessed value based on the amount of Parcel #0836128003 being purchased by the Meyer's.










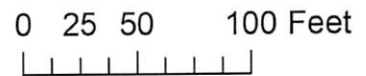
Supporting Documents

1. Map
2. Purchase Agreement
3. Resolution Authorizing the Sale of a Surplus City Property
4. Resolution Executing a Deed

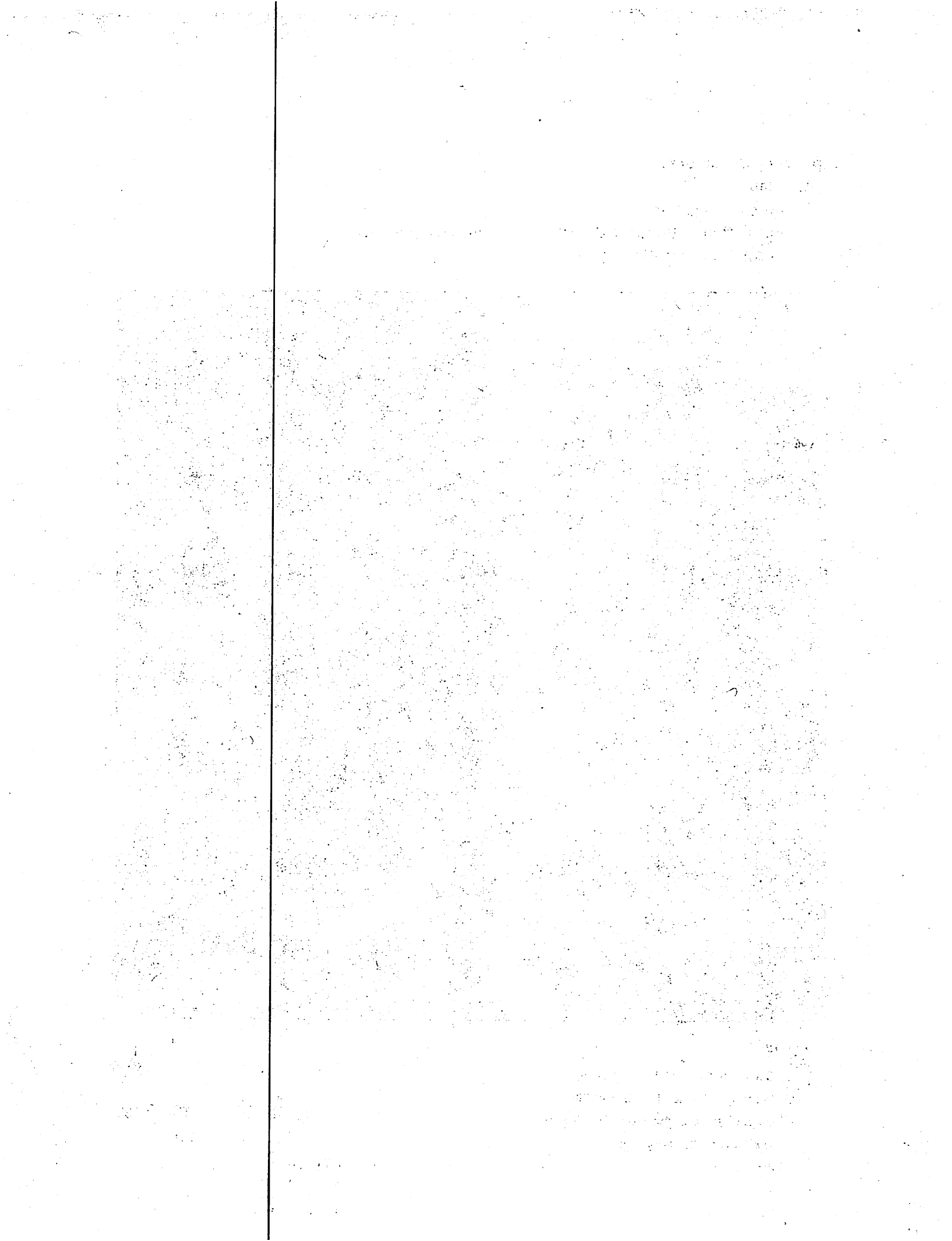


Legend

-  City Owned Parcel that is to be Split
-  Property to be Retained by the City
-  Property to be Conveyed to the Meyer's
-  The Meyer's Current Parcel
-  Parcel Lines
-  Sanitary Sewers
-  Storm Sewers



Date Source: Muscatine Area Geographic Information Consortium and City of Muscatine
Prepared by: Andrew Fangman, City Planner
Date: November 20, 2018



Remit To: Keystone Laboratories, Inc.
600 East 17th Street South
Newton, IA 50208

S
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O
Patti Fuller-Bloechl
Muscatine WPCP Laboratory
1202 Musser Street
Muscatine, IA 52761

Invoice No: 1C00522
 Invoice Date: 01/21/2019
 Date Due: 02/20/2019
 PO No:
 Quote:
 Phone No: (563) 263-2752
 Customer No: 12105

Work Order: 1A90913

Project: Mercury Analysis
 Project Number: [none]

Sample: 1A90913-01

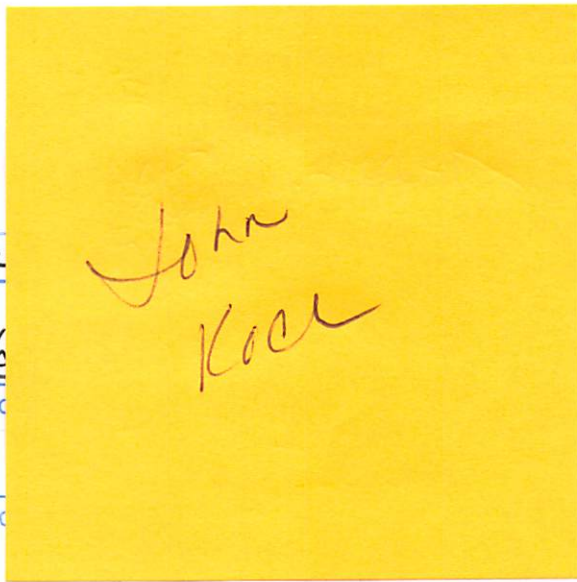
Description: Dec Post Composite Post Digester
 Composite

Collected: 01/10/2019

Solids, Percent [10 day]	\$ 3.00
Mercury, total [10 day]	\$ 26.00

Subtotal for Work Order	\$ 29.00
Subtotal for Analytical Work	\$ 29.00

Date:	1/28/19	F	
Testing	79. ⁰⁰	5660.50.5665.6	
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Des.		Activity Acco	
		Signature	



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P/1331
unit/27

Prepared by/Return to: Andrew Fangman 215 Sycamore St Muscatine IA 52761 (563) 262-4141

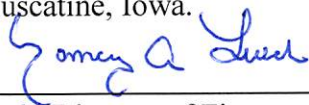
STATE OF IOWA)
) ss:
MUSCATINE COUNTY)

CERTIFICATE

I, Nancy Lueck, Director of Finance of the City of Muscatine, Iowa, certify that true copies of the following documents are attached to this Certificate:


- a. Resolution No. 94583-1218 concerning a proposed sale of City property, with Public Notice attached.
- b. Affidavit of Published Notice.
- c. Resolution No. 2019-0002 authorizing the sale of City property and approving the attached Deed.
- e. Original Deed.

These documents relate to the vacation and sale of property in the City of Muscatine, Iowa; the Ordinance and Resolutions were duly adopted and approved by the City Council of Muscatine, Iowa; and the originals are on file at City Hall in Muscatine, Iowa.

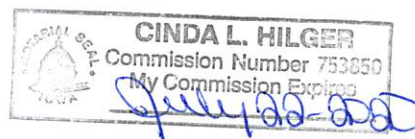


Nancy Lueck, Director of Finance

Signed and sworn to before me on Jan 10, 2019.



Notary Public in and for the
State of Iowa



RESOLUTION NO. 94583-1218

**A RESOLUTION SETTING A PUBLIC HEARING CONCERNING THE
DECLARATION OF REAL ESTATE AS SURPLUS PROPERTY AND
OFFERING SAID REAL ESTATE FOR SALE**

WHEREAS, the City Council of Muscatine, Iowa, is considering declaring the following described real estate in Muscatine, Iowa, to-wit:

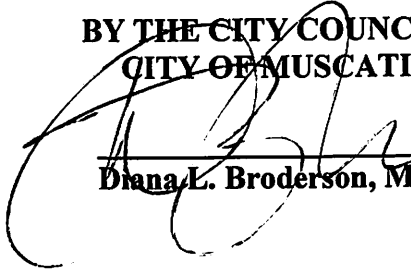
The Westerly of 7' LOT 35 of the Oak Ridge Addition to the City of Muscatine, Iowa in Muscatine County, Iowa (Parcel Identification Number 0835206013) ; Except for the Westerly 76 feet of the Southerly 20 feet, The Southerly 117 feet of Lot "P" of the Subdivision of Outlot One in Section 36, in Township 77 North, of Range 2 West, of the 5th Principal Meridian, in the City of Muscatine, in Muscatine County, Iowa (a portion of Parcel Identification Number 0836128003); the north 40 feet of Lot 2, Block 23 of Abraham Smalley's Addition to South Muscatine, and Addition to the City of Muscatine, Muscatine County, Iowa (Parcel Identification Number 1310232016, also known as 1111 Nebraska Street); the south half of Lot 3, Block 23 of Abraham Smalley's Addition to South Muscatine, and Addition to the City of Muscatine, Muscatine County, Iowa; (Parcel Identification Number 1310232016, also known as 1113 Nebraska Street); and a part of Lot Six (6) in Block One Hundred Eighteen (118) of the City of Muscatine, Iowa, particularly described as follows: Beginning at the Northeasterly corner of said Lot 6, the intersection of the Westerly line of Mulberry Avenue and the Southerly line of Seventh Street; thence South 37° 52'31" East a distance of 24.76 feet; thence South 52°12'43" West a distance of 39.26 feet; thence North 38°50'39" West to the North line of said Lot 6, abutting along the Easterly line of a certain tract conveyed to Pauline E. Maguire by Warranty Deed dated July 18, 1974, filed for record July 19, 1974, and recorded in Book 266 of Lots, page 214, of the records of Muscatine County, Iowa; thence North 51°59" East to the point of beginning Parcel Identification Number 0835429008, also known as 614 Mulberry Avenue), as surplus property and offering said real estate for sale.

WHEREAS, a public hearing must be conducted by the City Council of Muscatine prior to the as surplus property and offering said real estate for sale.

NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Muscatine, that a Public Hearing is hereby established. Said hearing to be conducted at 7:00 p.m. on Thursday, January 3, 2019, in the City Hall Council Chambers and the attached public notice of the time and place of said public hearing shall be given by publication in the Muscatine Journal as required by the Code of Iowa

PASSED, APPROVED AND ADOPTED this 20th day of December.


BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA



Diana L. Broderson, Mayor



Attest:



Gregg Mandsager, City Clerk

1944-1945
1946-1947

1948-1949



1950-1951

PUBLIC NOTICE

TO THE CITIZENS OF MUSCATINE, IOWA: You are notified that the City Council of Muscatine, Iowa, is considering declaring the following described parcels in Muscatine, Iowa, to-wit:

The Westerly of 7' LOT 35 of the Oak Ridge Addition to the City of Muscatine, Iowa in Muscatine County, Iowa (Parcel Identification Number 0835206013) ; Except for the Westerly 76 feet of the Southerly 20 feet, The Southerly 117 feet of Lot "P" of the Subdivision of Outlot One in Section 36, in Township 77 North, of Range 2 West, of the 5th Principal Meridian, in the City of Muscatine, in Muscatine County, Iowa (a portion of Parcel Identification Number 0836128003); the north 40 feet of Lot 2, Block 23 of Abraham Smalley's Addition to South Muscatine, and Addition to the City of Muscatine, Muscatine County, Iowa (Parcel Identification Number 1310232016, also known as 1111 Nebraska Street); the south half of Lot 3, Block 23 of Abraham Smalley's Addition to South Muscatine, and Addition to the City of Muscatine, Muscatine County, Iowa; (Parcel Identification Number 1310232016, also known as 1113 Nebraska Street); and a part of Lot Six (6) in Block One Hundred Eighteen (118) of the City of Muscatine, Iowa, particularly described as follows: Beginning at the Northeasterly corner of said Lot 6, the intersection of the Westerly line of Mulberry Avenue and the Southerly line of Seventh Street; thence South 37° 52'31" East a distance of 24.76 feet; thence South 52°12'43" West a distance of 39.26 feet; thence North 38°50'39" West to the North line of said Lot 6, abutting along the Easterly line of a certain tract conveyed to Pauline E. Maguire by Warranty Deed dated July 18, 1974, filed for record July 19, 1974, and recorded in Book 266 of Lots, page 214, of the records of Muscatine County, Iowa; thence North 51°59" East to the point of beginning Parcel Identification Number 0835429008, also known as 614 Mulberry Avenue), as surplus property and offering said real estate for sale.

You are further notified that oral or written statements in support of or opposition to these proposed property sales may be made at a public hearing before the City Council to be held at 7:00 o'clock P.M. on January 3, 2019, in the Council Chambers in City Hall, 215 Sycamore Street, Muscatine, Iowa.

Gregg Mandsager, City Clerk

***** Proof of Publication *****

The undersigned, being first duly sworn, on oath does say that he/she is an authorized employee of THE MUSCATINE JOURNAL, morning edition, a daily newspaper printed and published by Lee Enterprises, Incorporated, in the City of Davenport, Scott County, Iowa, and that a notice, a printed copy of which is made a part of this affidavit, was published in said THE MUSCATINE JOURNAL, on the dates listed below.

CITY OF MUSCATINE- Legals account

215 Sycamore Street
MUSCATINE, IA 52761

ORDER NUMBER 28183

The affiant further deposes and says that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.

Kay McKay

PUBLIC NOTICE
TO THE CITIZENS OF MUSCATINE, IOWA: You are notified that the City Council of Muscatine, Iowa, is considering declaring the following described parcels in Muscatine, Iowa, to wit:
The Westerly of 7 LOT 35 of the Oak Ridge Addition to the City of Muscatine, Iowa in Muscatine County, Iowa (Parcel Identification Number 0835206013) ; Except for the Westerly 78 feet of the Southerly 20 feet, The Southerly 117 feet of Lot 7th of the Subdivision of Outlot One in Section 38, in Township 77 North, of Range 2 West, of the 5th Principal Meridian, in the City of Muscatine, in Muscatine County, Iowa (a portion of Parcel Identification Number 08381-28003); the north 40 feet of Lot 2, Block 23 of Abraham Smalley's Addition to South Muscatine, and Addition to the City of Muscatine, Muscatine County, Iowa (Parcel Identification Number 13102-32016, also known as 1111 Nebraska Street); the south half of Lot 3, Block 23 of Abraham Smalley's Addition to South Muscatine, and Addition to the City of Muscatine, Muscatine County, Iowa; (Parcel Identification Number 13102-32016, also known as 1113 Nebraska Street); and a part of Lot Six (6) in Block One Hundred Eighteen (118) of the City of Muscatine, Iowa, particularly described as follows: Beginning at the Northeasterly corner of said Lot 6, the intersection of the Westerly line of Mulberry Avenue and the Southerly line of Seventh Street; thence South 37° 52'31" East a distance of 24.76 feet; thence South 52°12'43" West a distance of 39.26 feet; thence North 38°50'39" West to the North line of said Lot 6, abutting along the Easterly line of a certain tract conveyed to Pauline E. Maguire by Warranty Deed dated July 18, 1974, filed for record July 19, 1974, and recorded in Book 288 of Lots, page 214, of the records of Muscatine County, Iowa; thence North 61°55" East to the point of beginning Parcel Identification Number 0835429008, also known as 614 Mulberry Avenue, as surplus property and offering said real estate for sale.
You are further notified that oral or written statements in support of or opposition to these proposed property sales may be made at a public hearing before the City Council to be held at 7:00 o'clock P.M. on January 3, 2018, in the Council Chambers in City Hall, 215 Sycamore Street, Muscatine, Iowa.
Gregg Mandesker, City Clerk

Section: Notices & Legals
Category: 2520 Miscellaneous Notice
PUBLISHED ON: 12/28/2018

TOTAL AD COST: 36.11

FILED ON: 12/28/2018

Subscribed and sworn to before me by said affiant this 28 day of December 2018.

Date	1-7-19	P.O.	F	P
parcels				
Surplus		36.11		
Description	Amount	Activity Account		
Description	Amount	Activity Account		
Signature				

Lela D. Glascock

Notary Public in and for Scott County, Iowa



