

RESOLUTION NO. 2019-0163

A Resolution Authorizing the Sale of
City Property to Ramiro Vazquez

WHEREAS, the City Council of Muscatine, Iowa, on June 14, 2018 declared the following described real estate in Muscatine, Iowa, to-wit:

The Southerly 20 feet of Lot 5, and the Southerly 20 feet of the Easterly 30 feet of Lot 4, in Block 103, of the City of Muscatine, in Muscatine County, Iowa subject to reservations and agreements contained in deed recorded in Book 45 of Lots, at page 412, of the real estate records of Muscatine County, Iowa

Locally known as 500 Mulberry Avenue, Muscatine, Iowa as surplus property and offered said real estate for sale

WHEREAS, notice of intention to sell the real property was 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 June 6, 2019, and the notice was published as required by law;

WHEREAS, said public hearing on the proposed sale of real property has been held;

WHEREAS, the City Council finds the sale of the real property will serve the public interest and approves of the sale of said real property;

WHEREAS, the City Council of Muscatine, Iowa, on June 6, 2019 approved a purchase agreement, attached as "Exhibit B" between City of Muscatine and Ramiro Vazquez for \$1.

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: **The Southerly 20 feet of Lot 5, and the Southerly 20 feet of the Easterly 30 feet of Lot 4, in Block 103, of the City of Muscatine, in Muscatine County, Iowa subject to reservations and agreements contained in deed recorded in Book 45 of Lots, at page 412, of the real estate records of Muscatine County, Iowa, to Ramiro Vazquez for \$1.**

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 to Ramiro Vazquez upon receipt of a signed copy of the purchase agreement attached as "Exhibit B"

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 Any resolution or part thereof in conflict or inconsistent with this Resolution is repealed.



ATTEST

Gregg Mandsager, City Clerk

PASSED, APPROVED, AND ADOPTED on June 6, 2019.

Diana L. Broderson, Mayor

Prepared by: Andrew Fangman, 215 Sycamore Street, Muscatine, IA 52761; 563.262.4141
Return and Tax Statement to: Ramiro Vazquez, 1216 Washington St, Muscatine, Iowa 52761

QUIT CLAIM DEED

For the consideration of \$1.00 and other valuable consideration, The City of Muscatine, Iowa, a municipal corporation situated in Muscatine County, Iowa, hereby Quit Claim to Ramiro Vazquez all its right, title, interest, estate, claim and demand in the following real property in Muscatine County, Iowa:

The Southerly 20 feet of Lot 5, and the Southerly 20 feet of the Easterly 30 feet of Lot 4, in Block 103, of the City of Muscatine, in Muscatine County, Iowa subject to reservations and agreements contained in deed recorded in Book 45 of Lots, at page 412, of the real estate records of Muscatine County, Iowa.

Exempt from transfer tax per Iowa Code Section 428A.2(21).

Each of the undersigned hereby relinquishes all right of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

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 June 6, 2019.



CITY OF MUSCATINE, IOWA

By 
Diana L. Broderson
Mayor

ATTEST:


Gregg Mandesager
City Clerk

STATE OF IOWA, MUSCATINE COUNTY, ss.

This instrument was acknowledged before me on June 16, 2019, by Diana L. Broderson and Gregg Mandsager as Mayor and City Clerk, respectively, of the City of Muscatine, Iowa.

Cinda L. Hilger

Notary Public in and for the State of Iowa



Cinda L. Hilger

Iowa Notarial Seal

Commission Number: 753850

My commission expires: 7-22-2020

REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement made and entered into this 6th day of June, 2019, by and between the City of Muscatine, Iowa, hereinafter called "CITY", and Ramiro Vazquez, hereinafter called "Developer".

WITNESSETH:

WHEREAS, the CITY is a duly organized and a body politic and incorporated under the laws of the State of Iowa, with lawful power and authority to enter into this Development Agreement;

WHEREAS, the CITY owns the following legally described property, also known as 500 Mulberry Avenue, PIN# 08-35-434-031 situated in the City of Muscatine, Muscatine County, Iowa, described as:

The Southerly 20 feet of Lot 5, and the Southerly 20 feet of the Easterly 30 feet of Lot 4, in Block 103, of the City of Muscatine, in Muscatine County, Iowa subject to reservations and agreements contained in deed recorded in Book 45 of Lots, at page 412, of the real estate records of Muscatine County, Iowa.

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

WHEREAS, the CITY and Developer desire to enter into this Real Estate Purchase and Development Agreement for acquisition, development and rehabilitation of land and building to assist in the removal of blighted and substandard conditions in the City of Muscatine.

WHEREAS, the CITY has approved the Project as defined in Section 2.02.

WHEREAS, the Plan provides for the transfer of property to developer conditioned on improvements being constructed on the Property in order to eliminate blight and prevent recurrence of blight and substandard conditions on the Property;

WHEREAS, the CITY has determined the fair value of the real estate has been taken into account and given consideration to the uses and purposes required by the Plan, the restrictions upon, and the covenants, conditions, and obligations assumed by the Developer of such property and the objectives of the Plan for the prevention or recurrence of substandard and blighted conditions;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein set forth, the CITY and Developer do hereby agree as follows:

SECTION 1. OBLIGATIONS OF THE CITY:

Conveyance of Real Property

The Developer will pay to the CITY, \$1.00, and the CITY will convey to the Developer the Property.

Such conveyance shall be by Quit Claim deed. Such conveyance is subject to the condition that the Developer shall commence rehabilitation on said real estate to secure the Property and eliminate blight. Construction shall commence within 45 days of final approval of this Development Agreement. Developer shall complete construction within 180-days of the execution of this Agreement.

The conveyance shall be subject to the restrictions and covenants of record.

The CITY makes no warranties with regard to the condition of the Property or the structure located thereon, unless otherwise provided herein. The Developer expressly acknowledges and agrees that the CITY, and their officials, officers, employees, or agents have not made any representations or warranties concerning the Property or Project of any kind, including but not limited to, the rental or resale value of the Property, the economic or market conditions affecting the Project, or that the Property is suitable for the Project. The Developer takes title to the Property "AS IS."

SECTION 2. OBLIGATIONS OF THE DEVELOPER:

Section 2.01 Evidence of Financial Capacity

Prior to conveyance of the Property, the Developer shall provide to the CITY a letter of credit demonstrating that the Developer has the financial capacity to take each action necessary to carry out and complete the Project.

Section 2.02 Construction of Project

Upon conveyance of the Property to the Developer, Developer, at its sole cost, will rehabilitate the 3,200 square foot existing structure. Improvements in excess of \$250,000 will be constructed upon the property within 180 days from execution of this Agreement. Improvements to be completed include:

- Removal of all non-essential debris and materials
- Replace/Repair windows
- Stabilize and repair exterior walls and facade
- Replace/repair roof
- Install or replace utilities to building as needed or required

Completion of such Project is a material element of this Agreement.

Developer shall be solely responsible for obtaining all approvals and permits, which the CITY requires concerning the Project. Developer agrees to comply with the CITY's development procedures and regulations, and understands and acknowledges that the Project is subject to review and approval of the CITY. Developer shall carry out and

complete the Project in a good workmanlike manner free of material defects and in full compliance with all applicable federal, state and local laws, regulations and ordinances.

Developer and their assigns shall be required to maintain the exterior and roof of any structure on the Property. Developer and their assigns shall promptly repair any damage or deterioration on the exterior of the building on the Property. No junk, debris piles or other collection of materials shall be stored on the Property. No unlicensed or inoperable vehicles shall be allowed to be stored on the Property for any period of time. At all times, the Property shall be in compliance with applicable federal, state and local laws, regulations and ordinances.

The Project shall be complete 180 days from execution of this Agreement. Developer shall be deemed to have completed the Project at such time as all permitted work has passed inspections by the City. The City Administrator may grant a single extension of up to 180 days to this deadline, upon making a determination that the Developer is making a good faith effort to complete the project. Any subsequent extension, or any extension longer than 180 days, shall require approval by City Council.

Section 2.03 Compliance

Developer will comply with all applicable federal, state and local laws including all permits required related to the Project.

SECTION 3: FORGIVABLE LOAN

CITY shall provide Developer with a forgivable loan in the amount of \$135,000. Loan shall be forgivable over five (5) years at 20 percent per year to be disbursed not less than 45 days after execution of this agreement and a promissory note. If the Developer defaults, defined as failing to complete the project as identified above, failing to maintain the Property in compliance with building codes, sells the Property, or any other breach of the terms of this Agreement within the loan period the balance shall be due and payable to the CITY.

SECTION 4: TERMINATION & REVERSION:

Developer shall have the right to terminate this Agreement, without liability, by giving notice to CITY within 45 days of final execution of this Agreement. After such time, if Developer should fail to undertake and complete its obligations as described in this Agreement the CITY may take any enforcement action necessary to secure compliance. Developer shall be required, at CITY's written request, to re-convey the property to the CITY free and clear of liens and encumbrances.

SECTION 4. APPROVAL:

Developer agrees and understands that this Development Agreement is subject to approval of the governing body of the City of Muscatine, and that in the event such approval is not obtained, that this Agreement is null and void.

SECTION 5. COUNTERPARTS:

This Agreement may be signed in one or more counterparts, which shall be as binding and effectual as the original.

SECTION 6. ASSIGNMENT:

It is agreed that this agreement shall not be assigned by the Developer without the written consent of the CITY.

SECTION 7. ENTIRETY:

This Agreement constitutes the entire Agreement between the Parties, and any other Agreements between the parties, unless reduced to writing and executed by the parties shall be null and void.

SECTION 8. INDEMNIFICATION:

The Developer shall indemnify and hold the CITY harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the CITY as a result, directly or indirectly, of the use or development of the Property and the Project, except those claims or liabilities caused by or arising from the negligence or intentional acts of the CITY, or its employees or agents.

SECTION 9. GOVERNING LAW:

This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the date and year first above written.

Mayor
Diana L. Broderson, City of Muscatine, Iowa

By: [Signature]

On this 6th day of June, 2019, the foregoing instrument was acknowledged before me by Diana Broderson, in the City of Muscatine, Iowa.

Notary Public

Cinda L. Hilger



Cinda L. Hilger
Iowa Notarial Seal
Commission Number: 753850
My commission expires: 7-22-20

Developer
Ramiro Vazquez

By: [Signature]

On this 6th day of June, 2019, the foregoing instrument was acknowledged before me by Ramiro Vazquez, in the City of Muscatine, Iowa.

Notary Public

Cinda L. Hilger



Cinda L. Hilger
Iowa Notarial Seal
Commission Number 753850
My commission expires: 7-22-20

My commission expires _____
Commission Number: 753850
Iowa Notarial Seal
Cinda L. Hilger



My commission expires _____
Commission Number: _____
Iowa Notarial Seal
Cinda L. Hilger



42.00
CC

Instrument #: 2019-02424
06/07/2019 08:28:39 AM Total Pages: 7
CER CERTIFICATE & RESOLUTION
Recording Fee: \$42.00 Transfer Tax: \$0
Sarah M Hearst - Recorder, Muscatine County Iowa



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

STATE OF IOWA)
) ss: CERTIFICATE
MUSCATINE COUNTY)

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:

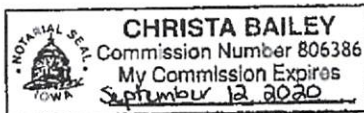
- a. Proof of Published Public Notice.
- b. Public Notice
- c. Resolution No. 2019-063 authorizing the sale of City property and approving the attached Deed.
- e. Original Deed.

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 A Lueck
Nancy Lueck, Director of Finance

Signed and sworn to before me on June 7, 2019.

Christa Bailey
Notary Public in and for the
State of Iowa



Proof of Publication of Public Notice in the Muscatine Journal

A6 | FRIDAY, MAY 31, 2019

NEWS / OBITUARIES

MUSCATINE JOURNAL

Place new brackets and moulding at the base of existing coffers and add beam to wall intersections - \$36,350.00; and Option 2 - Place new brackets and moulding as described in Option 1, plus additional crown moulding in coffers around the perimeter - \$44,560.00. Nolan recommended Option 2. On a motion by Saucedo, second by Sorensen, the Board approved Change Order (Option 2) for the Muscatine County Courthouse.

Control Conditioning Project. Innovative Engineers have submitted a proposal to design fresh air intakes and ventilation to keep the Jail server room at a controlled level for a fee of \$2,750.00. On a motion by Sorensen, second by Sauer, the Board approved a proposal for design work for the Muscatine County Jail Conditioning Project in the amount of \$2,750.00. Ayes: All. Discussion was held with Mike Nolan, Horizon Architecture, regarding a Task Authorization for MEP, Structure and Civil Engineering Services for the Muscatine County Maintenance Facility Project.

PUBLIC NOTICE
TO THE CITIZENS OF MUSCATINE, IOWA: You are notified that the City Council of Muscatine, Iowa, is considering declaring surplus property and offering said real estate for sale for the following described parcel in Muscatine, Iowa, to-wit:
The Southerly 20 feet of Lot 5, and the Southerly 20 feet of the Easterly 30 feet of Lot 4, in Block 103, of the City of Muscatine, in Muscatine County, Iowa subject to reservations and agreements contained in deed recorded in Book 45 of Lots, at page 412, of the real estate records of Muscatine County, Iowa. Parcel No. 0635434031, also known as 500 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 June 6, 2019, in the Council Chambers in City Hall, 215 Sycamore Street, Muscatine, Iowa.
Gregg Mendsager, City Clerk

Alteon Law Office, P.C.
226 E 2nd St, Suite 2
Muscatine, IA 52761
Date of second publication: May 31, 2019.

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catine Journal.
mal.com/subscribe

Publication

3 messages

Hilger, Cinda <chilger@muscatineiowa.gov>
To: MUS Legals <Legals@muscatinejournal.com>

Tue, May 28, 2019 at 11:01 AM

Could you please publish the attached Public Hearing notice on May 31, 2019.
Thank you,

Cinda Hilger
Administrative Secretary

"Every day may not be a good day, but there is good in every day"

 Public Notice 6-6-19Hearing on Selling Surplus Property 500 Mulberry.docx
13K

MUS Legals <legals@muscatinejournal.com>
To: "Hilger, Cinda" <chilger@muscatineiowa.gov>

Tue, May 28, 2019 at 5:12 PM

Cinda,

Please see the attached proof and cost for your legal notice. I have it running on May 31st, per your request. Please let me know if you need anything else.

Anastasia Sperling

Marketing & Advertising Assistant

500 E 3rd Street - Davenport, IA - 52801

O: 563-333-2663 C: 815-529-4571

Quad-City
Times
qctimes.com

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Gregg Mandsager, City Clerk