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City of Hiawatha
Community Development Department

Purpose: Final Plat Approval **Date: 09/26/2017**

To: Hiawatha City Council

Name of Plan: Dell Ridge 3rd Addition

Address: Dell Ridge Lane and Forrest Hill Court **Zone**: R-1PUD

Number of Lots: 15 lots

Reviewed by: Patrick Parsley, Community Development Director

Description: This is part of the Dell Ridge preliminary plat. The lot lines have been adjusted but no major changes are proposed differing from the preliminary plat. The lot sizes comply with the UDC. There is no request for a zoning change.

Report: This final plat matches closely to the most recent preliminary plat. The plan of improvements has been received and the improvements are completed. The acceptance of the improvements and the developer's agreement is still being considered. Final blue bound documents and utility sign-offs will be submitted before Council consideration.

Recommendation: Community Development supports the Planning and Zoning Commission recommendation for approval of this final plat contingent upon Council acceptance of the improvements and approval of the developer's agreement. No occupancy will be allowed until these two items are approved by Council.

City of Hiawatha
Engineering Department
101 Emmons St., Hiawatha Iowa, 52233-1697
PHONE (319) 393-1515 ext. 511 FAX (319) 393-1516

To: **Planning and Zoning Commission** **Date:** **September 19, 2017**

From: John Bender PE, City Engineer

Re: **Dell Ridge 3rd Addition**

Description: Final Plat

Report:

Engineering has reviewed the final plat of Dell Ridge 3rd Addition and find the plat in accordance with the approved preliminary plat. There are a number of items to be addressed in a developer's agreement to be included in the bound copies and recorded, but the plat can be approved and forwarded to the City Council.

Engineering recommends approval of the Dell Ridge 3rd Addition Final Plat.

If you need any further information, please let me know.

Hiawatha!™

Final Approval of Dell Ridge Phase 3

October 9, 2017

The Hiawatha Water Department has reviewed the plans and completed the inspection of Dell Ridge Third (3) Addition, submitted by Scott Survey and completed work by Rathje Construction. At this time the Water Department approves of Dell Ridge Phase 3 addition.

Marty Recker

Hiawatha Water Superintendent

CC: K. Kornegor- City Clerk

P. Parsley- Community Development Director

DEVELOPMENT AGREEMENT

In this memorandum of agreement, the City of Hiawatha, Linn County, Iowa will be known as the "CITY"; and Forrest Ridge L.L.C., will be known as the "DEVELOPER".

WHEREAS, Chapter 165 of the Hiawatha Unified Development Code of the City of Hiawatha, Linn County, Iowa requires the DEVELOPER of new subdivisions located within the CITY to construct, or give satisfactory assurance to the CITY that it will construct certain improvements; and,

WHEREAS, the DEVELOPER, above described, is now in the process of subdividing the premises legally described as follows to wit:

See Attachment A

subdivision shall be known as Dell Ridge Third Addition to the City of Hiawatha, Linn County, Iowa.

The DEVELOPER proposes to record a final plat situated on a portion of the Real Estate to be known as Dell Ridge Third Addition to the City of Hiawatha, Linn County, Iowa, and has prepared a proposed final plat of such addition (the "Plat"). Said Addition consists of Lots 1 through 15, and Lot A, all-inclusive.

1. The public improvements that lie within or provide service to the area included in the proposed final plat of Dell Ridge Third Addition to the City of Hiawatha, Linn County, Iowa have not yet been completed to date, and in order to receive the CITY's approval of the proposed plat the DEVELOPER by this Agreement is willing to obligate Lots 1 through 15 Dell Ridge Third Addition to the City of Hiawatha, Linn County, Iowa, for the construction and costs of said improvements.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the DEVELOPER has provided assurance that all improvements will be constructed and will perform to CITY Standards as required by Chapter 165 of the Hiawatha Unified Development Code. That the DEVELOPER shall complete, and the CITY shall accept, all the items applicable to said subdivision set forth in the plan of improvements, not later than the earlier of a) one (1) year from the date of passage of the City Council Resolution approving the Development Agreement unless specifically extended by the Council; or b) occupancy of a newly constructed principal structure built upon a lot in the subdivision. Upon completion of the Improvements, the City Council shall cause to be filed a release instrument. Such release instrument will indicate that the Improvements have been accepted by the City Council and will release the DEVELOPER and the Real Estate from all obligations due under this Agreement and will specifically discharge and release the DEVELOPER and the Real Estate from any lien. If necessary, the City Council shall also cause to be executed and/or filed any

additional instrument(s) reasonably required by the DEVELOPER to further demonstrate that the Improvements have been satisfactorily completed with the following exception:

a. Construction of sidewalk shall be as described in paragraph 2 below.

2. That the DEVELOPER will either construct, or cause to be constructed, within said subdivision all sidewalk required by Chapter 165 and 136 of the Code of Ordinances as follows:

a. That said sidewalk shall be constructed to meet City Engineer's specifications adjacent to lots 1 to 5, and lots 9 to 15, as shown on attached Sidewalk Exhibit, in the subdivision as part of the construction of a principal structure on each lot.

b. Notwithstanding the above, the DEVELOPER agrees to construct sidewalk adjacent to any lot which has not had sidewalk constructed for which the City Council passes a resolution of necessity within a period of time established within said resolution of necessity.

3. That the City acknowledges that the DEVELOPER has paid the final plat filing fee in the amount of $300.00.

4. That street lighting (2 x REC LED Poles and Lamps, location as shown on attached exhibit) shall be installed at the DEVELOPER'S expense in accordance with City Council Resolution 12-138. Or, the DEVELOPER has provided an acceptable verification of payment to the appropriate utility company for said street lighting installation.

5. That the DEVELOPER has secured a NPDES General Permit No. 2 from the Department of Natural Resources and developed a pollution prevention plan and agrees to maintain and control the premises so as to prevent erosion. The DEVELOPER further assumes responsibility for any costs associated with erosion and/or siltation of this development as outlined in Section 167 of the Code of Ordinances as a result of development of this subdivision.

6. That the DEVELOPER agrees that Lot A, Dell Ridge First Addition is designated as a storm water detention facility and will be operated and maintained as such according to Section 162 of the Code of Ordinances.

7. That all public improvements shall be constructed to CITY standards and shall be inspected by the City Engineer. The DEVELOPER and any contractor or other agent employed by the DEVELOPER shall provide maintenance surety required by Chapter 165 of the Hiawatha Unified Development Code prior to acceptance of the completed Improvements by the City.

8. DEVELOPER and any contractor or agent employed by the DEVELOPER shall provide insurance as reasonably required by the City Council when working within the public rights-of-way.

9. That all improvements and construction on property dedicated to the CITY shall become property of the CITY upon acceptance by the CITY (except private service connections to sewer and water lines). Such acceptance by the CITY of an improvement shall constitute a release of the obligations hereunder with respect to said improvement, except, as to being a surety under the maintenance bond.

10. If the DEVELOPER fails to complete the Improvements within the time period as provided in the Agreement, the CITY may cause the Improvements to be constructed in all respects as it shall reasonably deem appropriate. DEVELOPER shall remain responsible for all cost incurred by the CITY in completing the Improvements. In order to assure payment of such costs, if the DEVELOPER has not completed the Improvements within the time period above provided, the CITY and DEVELOPER further agree to the following assessment agreement as provided for in Chapter 165.67.12 of the Hiawatha Unified Development Code.

    a. In consideration of the construction of the Improvements by the CITY, the undersigned DEVELOPER hereby waives Notice of such construction, waives all legal formalities required by the laws of Iowa to be observed by cities in the construction of Improvements where the expense of the Improvements is to be assessed, and waives each and every question of jurisdiction. The intention of the DEVELOPER is to authorize and direct the CITY to construct the Improvements without any of the formalities or legal proceedings required of cities in constructing like improvements. The express intention of the DEVELOPER is that the Improvements shall be constructed as aforesaid as if each and every legal requirement pertaining thereto was fully and faithfully observed and performed.

    b. It is further agreed that the CITY by and through its Council may make assessments against the properties described herein as Lots 1 through 15 all-inclusive, Dell Ridge Third Addition to the City of Hiawatha, Linn County, Iowa, for the cost of the construction of the Improvements, to the extent of the entire actual cost deemed necessary by the City Council. Such cost shall be allocated to each lot according to the benefit received by that lot.

    c. It is also agreed that said assessment so made shall be a lien upon the Real Estate, and the undersigned DEVELOPER hereby agrees to pay the amount is thus assessed against the Real Estate, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The DEVELOPER hereby expressly waived every objection to said assessment. The DEVELOPER hereby authorizes the Council of the City of Hiawatha, Iowa, to pass any Resolution requisite or necessary to order and secure the Improvements, to provide for the construction of the same and to make assessment herein provide for, without further notice to DEVELOPER or owner of any of the said lots.

d. Notwithstanding anything on this Agreement to the contrary, any assessment made under this Agreement shall not be a lien against any property described herein unless and until the CITY records with the Linn County Recorder a "Notice of Assessment Lien" which Notice shall describe the property against which the lien attaches and the amount of the lien.

e. Portions of the land include in said Lots 1 through 15 all-inclusive shall not be released from the requirements of this Agreement prior to the completion of all required improvements associated with the lot or lots as determined by the City Council.

11. That the DEVELOPER agrees to assume all expenses for any damage to public utilities, public improvements or other property and assumes all risk of loss to the improvements contemplated by this agreement until final acceptance by the CITY.

12. That the DEVELOPER agrees that building permits for any structure will not be allowed without an emergency access plan submitted and approved by the Hiawatha Fire Department.

13. That the DEVELOPER agrees that occupancy of any structure will not be allowed until all the improvements outlined in paragraph 7 above have been approved and accepted by the City of Hiawatha and the required Certificate of Final Occupancy is issued.

14. That the DEVELOPER acknowledges that the home owners shall be responsible for reimbursement to the Hiawatha Water Department for water used within individual homes.

15. That the DEVELOPER acknowledges that the CITY will install no-parking restrictions on one side of each street that contains the water main and fire hydrants.

16. That the DEVELOPER agrees to hold the CITY harmless and to indemnify the CITY against all claims made by any person as a result of personal injury or property damage occurring during the construction of improvements contemplated by this agreement.

17. That this agreement shall be binding upon the parties hereto and their heirs, successors and assigns, and the sale by the DEVELOPER of all or any part of the premises in said subdivision shall transfer obligations of the DEVELOPER to the successor in interest.

18. That this memorandum of agreement shall be recorded by the DEVELOPER at the same time as recording the plat, and the CITY agrees that the City Engineer may, by written letter, satisfy any portion of this agreement as having been

satisfactorily completed by the DEVELOPER other than final acceptance of the improvements

19. Should any ambiguities arise in the construction of this agreement, it is agreed that it shall be construed to favor public over private interests.

Signed this ____ day of _____, 2017

City Of Hiawatha:

_____
Bill Bennett, Mayor

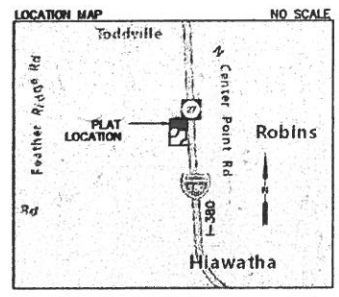
ATTEST:

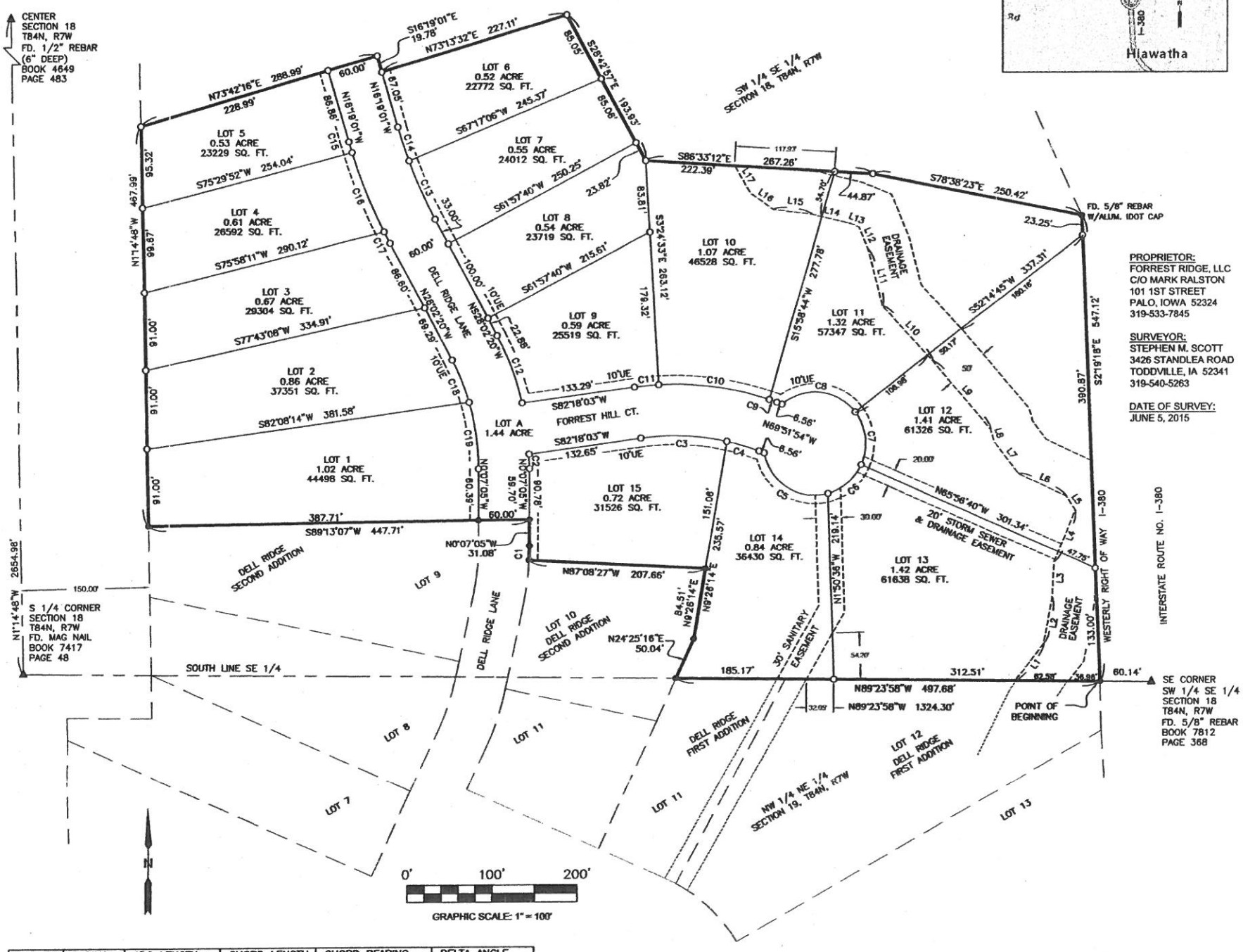
_____
Kelly Kornegor, City Clerk

Forrest Ridge, LLC

_____
Mark Ralston, Member

FINAL PLAT
DELL RIDGE
THIRD ADDITION
TO THE CITY OF HIAWATHA
LINN COUNTY, IOWA





PROPRIETOR:
FORREST RIDGE, LLC
C/O MARK RALSTON
101 1ST STREET
PALO, IOWA 52324
319-533-7845

SURVEYOR:
STEPHEN M. SCOTT
3426 STANDLEA ROAD
TODDVILLE, IA 52341
319-540-5263

DATE OF SURVEY:
JUNE 5, 2015

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	330.00'	17.15'	17.15'	N1°22'14"E	02°58'38"
C2	330.00'	17.09'	17.09'	N01°36'07"W	02°58'04"
C3	290.00'	101.57'	101.05'	S87°39'57"E	20°04'00"
C4	290.00'	39.31'	39.28'	S73°44'55"E	07°46'03"
C5	60.00'	99.92'	88.76'	N57°34'15"W	95°24'43"
C6	60.00'	53.06'	51.35'	S49°23'22"W	50°40'03"
C7	60.00'	64.73'	61.63'	S06°50'57"E	61°48'35"
C8	60.00'	96.46'	86.40'	S83°48'34"E	92°06'39"
C9	350.00'	9.50'	9.50'	S70°38'33"E	01°33'19"
C10	350.00'	131.86'	131.08'	S82°12'48"E	21°35'10"
C11	350.00'	28.67'	28.66'	N84°38'50"E	04°41'34"
C12	330.00'	83.63'	83.41'	N20°46'43"W	14°31'14"
C13	570.00'	75.03'	74.98'	N24°16'05"W	07°32'32"
C14	570.00'	41.58'	41.57'	N18°24'25"W	04°10'48"
C15	630.00'	13.15'	13.15'	N16°54'53"W	01°11'45"
C16	630.00'	100.38'	100.28'	N22°04'38"W	09°07'46"
C17	630.00'	15.36'	15.36'	N27°20'26"W	01°23'49"
C18	270.00'	52.94'	52.86'	N22°25'18"W	11°14'06"
C19	270.00'	78.63'	78.35'	N08°27'40"W	16°41'10"

LINE	BEARING	DISTANCE
L1	S37°33'59"W	54.75'
L2	S10°28'16"W	54.98'
L3	S03°13'38"W	41.96'
L4	S21°55'00"W	66.11'
L5	N32°29'25"W	19.68'
L6	N65°02'50"W	61.96'
L7	S37°17'54"E	47.53'
L8	S16°24'05"E	14.68'
L9	S40°44'00"E	104.10'
L10	S42°26'17"E	88.08'
L11	S14°15'28"E	69.10'
L12	S22°06'06"E	28.59'
L13	N67°29'40"W	11.90'
L14	S76°26'21"E	45.64'
L15	S82°58'36"E	45.25'
L16	S54°18'48"E	33.18'
L17	S30°45'15"E	37.17'

LEGEND AND NOTES

- ▲ – CONGRESSIONAL SECTION CORNER, FOUND
- ● – PROPERTY CORNERS, FOUND (or as noted) (1/2" rebar w/ red plastic cap embossed with "SCOTT 13842")
- o – PROPERTY CORNERS SET (1/2" rebar w/ red plastic cap embossed with "SCOTT 13842") *All monuments shall be placed within one year from the date recorded.
- UE – UTILITY EASEMENT
- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- (R) – RECORDED DIMENSIONS
- (M) – MEASURED DIMENSIONS

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS
BASIS OF BEARING IS GPS GRID NORTH

Legal Description:
Part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 84 North, Range 7 West of the Fifth Principal Meridian, City of Hiawatha, Linn County, Iowa, described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of the Southeast Quarter of Section 18, Township 84 North, Range 7 West of the Fifth Principal Meridian; thence N89°23'58"W along the south line of said Southeast Quarter, 60.14 feet to the Northeast Corner of Lot 12, Dell Ridge First Addition to the City of Hiawath, Linn County, Iowa and the point of beginning; thence continuing N89°23'58"W along said south line, 497.68 feet to the Northwest Corner of Lot 11, said Dell Ridge First Addition; thence N24°25'16"E along the easterly boundary of Lot 10, Dell Ridge Second Addition to the City of Hiawatha, Linn County, Iowa, 50.04 feet; thence N9°26'14"E along said easterly boundary, 84.51 feet to the Northeast Corner of said Lot 10; thence N87°08'27"W along the north line of said Lot 10, a distance of 207.66 feet to the easterly right of way of Dell Ridge Lane; thence northerly 17.15 feet along said right of way and the arc of a 330.00 foot radius curve, concave wester, chord bears N1°22'14"E, 17.15 feet; thence N0°07'05"W along said right of way, 31.08 feet to the northerly boundary of said Dell Ridge Second Addition; thence S89°13'07"W along said northerly boundary, 447.71 feet to the east line of the west 150 feet of said Southeast Quarter of Section 18; thence N1°14'48"W along said east line, 467.99 feet; thence N73°42'16"E, 288.52 feet; thence S16°32'39"E, 19.79 feet; thence N73°13'32"E, 227.50 feet; thence S28°42'57"E, 193.93 feet; thence S86°33'12"E, 267.26 feet; thence S78°38'23"E, 250.42 feet to the westerly right of way of Interstate Route No. I-380; thence S2°19'18"E along said westerly right of way, 547.12 feet to the point of beginning.

Said parcel contains 14.11 acres, subject to easements and restrictions of record.

SCOTT SURVEY INC
Stephen M. Scott, P.E. & L.S.
Civil Engineer & Land Surveyor
319-540-5263
www.scottsurvey.com
email@scottsurvey.com
P.O. Box 315, Center Point, IA 52213-0315

ZONING:
EXISTING & PROPOSED R-1 PUD

BUILDING AND SETBACK REQUIREMENTS:
FRONT YARD: 25' (BY PUD)
SIDE YARD: 8'
CORNER SIDE YARD: 20'
REAR YARD: 30'

NOTE:
LOT A IS TO BE DEDICATED TO THE CITY OF HIAWATHA FOR ROAD RIGHT OF WAY.

LICENSED LAND SURVEYOR STEPHEN M. SCOTT 13842 IOWA

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.

STEPHEN M. SCOTT, L.S. Iowa Lic. No. 13842

My License renewal date is December 31, 2018
Pages or sheets covered by this seal:
THIS PAGE ONLY

PROJECT NO. 1706618

REVIEW

36-4

DRAFT

RESOLUTION NO. 17-
City Council

RESOLUTION APPROVING FINAL PLAT AND DEVELOPMENT AGREEMENT DELL RIDGE THIRD ADDITION, HIAWATHA, IOWA

WHEREAS, a Final Plat of Dell Ridge Third Addition to the City of Hiawatha, Linn County, Iowa, containing fifteen (15) lots, numbered one (1) through fifteen (15), has been received and reviewed by the City Engineer, Hiawatha Water Superintendent and Planning and Zoning Commission and found to be in conformance with regulations of the City of Hiawatha, and

WHEREAS, the property owner has submitted the following executed agreement, and it is included as part of the final plat documents:

1. Development Agreement

WHEREAS, the City Engineer recommends City Council approval of the Development Agreement as submitted, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIAWATHA, IOWA, to approve the Final Plat of Dell Ridge Third Addition to the City of Hiawatha, Linn County, Iowa, containing fifteen (15) lots and further approve the Development Agreement and direct the Mayor and City Clerk to execute the agreement.

AYES:
NAYS:

PASSED AND APPROVED this 18th day of October, 2017.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk

STATE OF IOWA, COUNTY OF LINN

I, Kelly Kornegor, City Clerk of the City of Hiawatha, Iowa do certify that the above and foregoing Resolution is a true and correct copy of the Resolution as passed by the City Council of the City of Hiawatha, Iowa on the 18th day of October, 2017.

_____
Kelly Kornegor, City Clerk