

**NOTICE OF A REGULAR MEETING
BONDURANT PLANNING AND ZONING COMMISSION
AUGUST 22, 2019**

NOTICE IS HEREBY GIVEN that a regular meeting of the Planning and Zoning Commission will be held at 6:00 p.m., on Thursday, August 22, 2019, in the Community Room at the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open and the public is encouraged to attend.

AGENDA

1. Call to Order
2. Roll Call
3. Perfecting and Approval of the Agenda
4. Approval of the Commission Minutes – August 8, 2019
5. Guests requesting to address the Planning and Zoning Commission
6. **RESOLUTION NO. PZ-190822-20** – Resolution regarding the Final Plat for Foggy Bottoms Farm Plat 1
7. **RESOLUTION NO. PZ-190822-21** – Resolution regarding the Lockwood-Gray Boundary Agreement and Plat of Survey
8. Discussion Items –
 - a. City Hall Configuration
9. Reports/Comments and appropriate action thereon:
 - a. Commission Members
 - b. Commission Chair
 - c. City Administrator
 - d. City Council Liaison
10. Adjournment

Planning & Zoning Commission Meetings:

- Regular Meeting, September 12, 2019
- Regular Meeting, September 26, 2019
- Regular Meeting, October 10, 2019
- Regular Meeting, October 24, 2019
- Regular Meeting, November 14, 2019
- Regular Meeting, December 12, 2019

CITY OF BONDURANT
PLANNING AND ZONING COMMISSION
AUGUST 8, 2019
MINUTES

1. Call to Order

Commission Vice Chair Keeran called the meeting to order at 6:03 p.m.

2. Roll Call

Roll call was taken and a quorum was declared.

Present: Commission Member Brian Clayton, Commission Member Karen Keeran,
Commission Member Andy Mains, Commission Member Joe Phearman

Absent: Commission Member Kristin Brostrom, Commission Member Torey Cuellar,
Commission Member Angela McKenzie

City Officials

Present: City Administrator Marketa Oliver, City Clerk Shelby Hagan, Planning Intern
Nelson Loring

3. Perfecting and Approval of the Agenda

Motion by Clayton, seconded by Mains, to approve the agenda. Vote on Motion 4-0. Motion declared carried unanimously.

4. Approval of the Commission Minutes – July 25, 2019

Motion by Clayton, seconded by Mains, to approve the July 25, 2019 minutes. Vote on Motion 4-0. Motion declared carried unanimously.

5. Guests requesting to address the Commission – None.

6. **RESOLUTION NO. PZ-190808-17** – Resolution regarding the Site Plan and Final Plat for 89 Paine Street, Southeast

Erin Ollendike, Civil Design Advantage, presented the Site Plan and Final Plat for 89 Paine Street, Southeast to the Commission. The Commission had comments on the exterior of the building, buffering, and future expansion. Travis Sisson, T2 Holdings, answered questions from the Commission.

Motion by Mains, seconded by Phearman, to amend and approve RESOLUTION PZ-190808-17 by changing out the shrubs and adding additional trees for buffering. Roll Call: Ayes: Clayton, Keeran, Mains, Phearman Nays: None. Absent: McKenzie, Cuellar, Brostrom. Motion Carried 4-0.

7. **RESOLUTION NO. PZ-190808-18** – Resolution regarding the Preliminary Plat for DR Horton

Brandon Stubbs, Stubbs Engineering, presented the Preliminary Plat for DR Horton. The Commission had comments on traffic calming measures and would like it implemented into the plan. City Administrator Oliver suggested that the City's Engineer could recommend best practices.

Motion by Clayton, seconded by Phearman, to amend and approve RESOLUTION PZ-190808-18 by adding traffic calming measures to the development. Roll Call: Ayes: Clayton, Keeran, Mains, Phearman Nays: None. Absent: McKenzie, Cuellar, Brostrom. Motion Carried 4-0.

8. **RESOLUTION NO. PZ-190808-19** – Resolution regarding the Site Plan for Park Side Townhomes

Motion by Mains, seconded by Clayton, to approve RESOLUTION PZ-190808-19. Roll Call: Ayes: Clayton, Keeran, Mains, Phearman. Nays: None. Absent: McKenzie, Cuellar, Brostrom. Motion Carried 4-0.

11. Reports/Comments and appropriate action thereon:

a. Commission Member Comments

Mains – None.

Clayton – Turning lanes conversation with developers, 3rd Street, NW connection comments.

Phearman – Questioned water capacity, questioned the MidAmerican Energy Transmission Line status.

b. Commission Vice Chair Comments – None.

c. City Administrator Comments – LOSST vote update, 2nd Street Project update, City Hall expansion update, Nelson's last day tomorrow, Planning Director position.

d. City Council Liaison – Absent.

12. Adjournment

Moved by Phearman, seconded by Clayton to adjourn the meeting at 7:08 p.m. Vote on Motion 4-0. Motion declared carried unanimously.

Shelby Hagan, City Clerk

ATTEST:

Karen Keeran, Vice Chair

PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ-190822-20

RESOLUTION REGARDING THE FINAL PLAT FOR FOGGY BOTTOMS FARM PLAT 1

WHEREAS, Civil Design Advantage submitted a Final Plat for Foggy Bottoms Farm Plat 1; AND

WHEREAS, the owner and developer is James & Kathy Gocke; AND

WHEREAS, the site address is 8198 NE Morgan Drive; AND

WHEREAS, the zoning for the property is ER, Estate Residential District; AND

WHEREAS, legal description is as follows:

A PART THE WEST HALF OF SECTION 27, TOWNSHIP 80 NORTH, RANGE 22, WEST OF THE 5TH P.M.,
POLK COUNTY, IOWA AND AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 0°18'46" EAST ALONG THE WEST LINE OF SAID SECTION 27, 2,690.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 57°18'06" EAST, 135.57 FEET; THENCE NORTH 65°29'40" EAST, 64.93 FEET; THENCE NORTH 68°42'24" EAST 291.74 FEET; THENCE NORTH 71°12'25" EAST, 106.20 FEET; THENCE NORTH 1°40'28" WEST, 143.81 FEET; THENCE NORTH 89°53'14" EAST, 340.24 FEET; THENCE NORTH 0°29'51" WEST, 253.28 FEET; THENCE NORTH 89°11'25" EAST, 442.51 FEET TO A POINT ON THE CENTERLINE OF NE MORGAN DRIVE; THENCE SOUTH 0°28'56" EAST ALONG SAID CENTERLINE, 60.52 FEET; THENCE SOUTH 0°53'21" EAST ALONG SAID CENTERLINE, 471.27 FEET TO THE BEGINNING OF A CURVE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 1,527.89 FEET, WHOSE ARC LENGTH IS 464.52 FEET, AND WHOSE CORD BEARS SOUTH 23°45'00" WEST, 462.73 FEET (DESCRIBED CURVES IS NOT RADIAL TO THE TANGENTS ON EITHER END); THENCE SOUTH 33°30'22" WEST ALONG SAID CENTERLINE, 142.72 FEET TO A POINT ON THE NORTHERLY LINE OF THE FORMER CHICAGO AND NORTHWESTERN RAILROAD COMPANY RIGHT OF WAY; THENCE WESTERLY ALONG SAID LINE AND ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1,520.00 FEET, WHOSE ARC LENGTH IS 1,100.84 FEET, AND WHOSE CORD BEARS NORTH 80°48'23" WEST, 1,076.93 FEET TO A POINT ON THE SAID WEST LINE OF SECTION 27; THENCE NORTH 0°18'46" WEST ALONG SAID WEST LINE, 257.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.1929 ACRES (835,948 S.F.) MORE OR LESS AND BEING SUBJECT TO ROADWAY EASEMENT ALONG THE EASTERLY SIDE OF THE DESCRIBED PROPERTY. SAID ROADWAY EASEMENT CONTAINING 1.2548 ACRES (54.655 S.F.) MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Bondurant, Iowa, that the Foggy Bottoms Farm Plat 1 is approved and forwarded to the City Council with a recommendation for approval of same.

Moved by _____, Seconded by _____ to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission held on August 22, 2019; among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Action	Yay	Nay	Abstain	Absent
McKenzie				
Clayton				
Mains				
Keeran				
Cuellar				
Phearman				
Brostrom				

Torey Cuellar, Commission Chair

FILE: H:\2019\190419\190419-MINOR FINAL PLAT.DWG
DATE PLOTTED: 8/7/2019 7:09 AM
PLOTTER: HP DesignJet 500
COMMENTS:
END

INDEX LEGEND
LOCATION: PT WEST 1/2, SECTION 27--80--22
REQUESTOR: JAMES GOCKE
PROPRIETOR: JAMES GOCKE & KATHY GOCKE
8198 NE MORGAN DR.
BONDURANT, IA 50035--1243
SURVEYOR: MICHAEL A. BROONER
COMPANY &
RETURN TO: CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-369-4400

OWNER / DEVELOPER

JAMES GOCKE & KATHY GOCKE
8198 NE MORGAN DR.
BONDURANT, IA 50035--1243

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE
SUITE G
GRIMES, IOWA 50111

DATE OF SURVEY

MAY 3, 2018

SITE ADDRESS

8198 NE MORGAN DR.
BONDURANT, IA
50035

ZONING

ESTATE RESIDENTIAL DISTRICT -- ER

BULK REGULATIONS

(STANDARD SINGLE FAMILY REGULATIONS)
MINIMUM LOT SIZE: 3 AC
MINIMUM LOT WIDTH: 225'
FRONT SETBACK: 75'
SIDE SETBACK: 25'
REAR SETBACK: 75'
MAXIMUM BUILDING HEIGHT: 35'
MAXIMUM BUILDING COVERAGE: 8%

FOGGY BOTTOMS FARM PLAT 1

MINOR FINAL PLAT

PLAT DESCRIPTION (WARRANTY DEED BK 6359 PG 419)

A PART OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M.,
POLK COUNTY, IOWA AND AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE SOUTH 0°18'46" EAST
ALONG THE WEST LINE OF SAID SECTION 27, 2,690.10 FEET TO THE POINT OF BEGINNING; THENCE
NORTH 57°18'06" EAST, 135.57 FEET; THENCE NORTH 65°29'40" EAST, 64.93 FEET; THENCE
NORTH 68°42'24" EAST 291.74 FEET; THENCE NORTH 71°12'25" EAST, 106.20 FEET; THENCE NORTH
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WEST, 253.28 FEET; THENCE NORTH 89°11'29" EAST, 442.51 FEET TO A POINT ON THE CENTERLINE
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THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 1,527.89
FEET, WHOSE ARC LENGTH IS 464.52 FEET, AND WHOSE CHORD BEARS SOUTH 23°45'00" WEST,
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33°30'22" WEST ALONG SAID CENTERLINE, 142.72 FEET TO A POINT ON THE NORTHERLY LINE OF THE
FORMER CHICAGO AND NORTHWESTERN RAILROAD COMPANY RIGHT OF WAY; THENCE WESTERLY ALONG
SAID LINE AND ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1,520.00 FEET, WHOSE ARC
LENGTH IS 1,100.84 FEET, AND WHOSE CHORD BEARS NORTH 80°48'23" WEST, 1,076.93 FEET TO A
POINT ON THE SAID WEST LINE OF SECTION 27; THENCE NORTH 0°18'46" WEST ALONG SAID WEST
LINE, 257.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.1929 ACRES (836,041 S.F.)
MORE OR LESS AND BEING SUBJECT TO ROADWAY EASEMENT ALONG THE EASTERLY SIDE OF THE
DESCRIBED PROPERTY. SAID ROADWAY EASEMENT CONTAINING 1.2548 ACRES (54,658 S.F.) MORE OR
LESS.

NOTES

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE
DATE THIS PLAT WAS RECORDED.
2. MAILBOXES WITHIN THE ROAD RIGHT-OF-WAY SHALL BE OF A BREAKAWAY DESIGN.
3. ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED MUST BE RESTORED OR REROUTED
BY THE PROPERTY OWNER.
4. SERVICES TO ALL UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED
UNDER THE ROADWAY AT THE LOT OWNER'S EXPENSE.
5. MAINTENANCE OF ALL DRAINAGE EASEMENTS TO BE THE RESPONSIBILITY OF THE PROPERTY
OWNER.
6. CULVERTS TO BE USED FOR CROSSING DRAINAGE EASEMENTS MUST BE DESIGNED BY A LICENSED
PROFESSIONAL ENGINEER.
7. POST DEVELOPMENT RUNOFF WILL NOT ADVERSELY AFFECT DOWNSTREAM DRAINAGE FACILITIES OR
PROPERTY OWNERS.
8. DUE TO SOIL TYPES, LIMITATIONS, AND DISTURBANCE, ALTERNATIVE SEPTIC SYSTEMS MAY BE
REQUIRED. INDIVIDUAL WASTEWATER TREATMENT SYSTEMS SHALL BE DESIGNED BY AN ENGINEER.
9. STREET LOT 'A' SHALL BE DEDICATED TO POLK COUNTY FOR ROADWAY PURPOSES.
10. UTILITY SERVICE TO SUBDIVISION WILL BE AS FOLLOWS:
- WATER: DES MOINES WATER WORKS
- WASTEWATER TREATMENT -- ON-SITE WASTEWATER TREATMENT SYSTEM.
- ELECTRIC -- MID AMERICAN ENERGY
11. SUBJECT PROPERTY IS LOCATED IN FEMA FIRM PANEL #: 19153C0235F EFFECTIVE 2/1/2019.
12. THE MATURE WOODLANDS ON EACH LOT SHALL BE PROVIDED WITH 75 PERCENT PROTECTION (RETAINED)
PER POLK COUNTY ZONING ORDINANCE REQUIREMENTS.

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	119°40'19"	139.39'	291.14'	S63°26'08"W	241.03'	C9	59°05'48"	100.60'	103.76'	S76°03'34"W	99.22'
C2	74°20'21"	367.88'	477.31'	S87°58'57"W	444.53'	C10	8°06'23"	1520.00'	215.06'	S82°46'29"W	214.88'
C3	60°38'34"	25.60'	27.09'	S74°55'59"W	25.85'	C11	9°02'59"	1520.00'	240.08'	S83°14'46"W	239.83'
C4	59°20'17"	75.60'	78.29'	S75°53'00"W	74.84'	C12	10°55'50"	1520.00'	289.98'	S84°11'27"W	289.54'
C5	74°17'27"	317.88'	412.17'	S88°08'17"W	383.90'	C13	1°47'39"	1467.89'	45.97'	N16°34'32"E	45.96'
C6	120°30'32"	189.39'	398.34'	S63°17'36"W	328.87'	C14	2°46'14"	1467.89'	70.98'	N17°03'49"E	70.97'
C7	120°49'07"	214.39'	452.08'	S63°14'41"W	372.86'	C15	4°43'33"	1467.89'	121.07'	N18°02'29"E	121.04'
C8	74°15'16"	292.88'	379.57'	S88°13'35"W	353.56'						

AREA SUMMARY

TOTAL AREA

STREET LOT A:	1.26 AC.	(54,655 SF)
LOT 1:	5.34 AC.	(232,748 SF)
LOT 2:	12.59 AC.	(548,545 SF)
TOTAL	19.19 AC.	(835,948 SF)(M)
	19.1929 AC.	(836,041 SF)(D)

OPEN SPACE

REQUIRED (0.00%)
17.94 AC. x .00 = 0.00 AC.

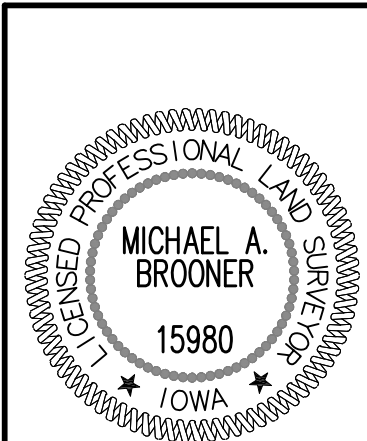
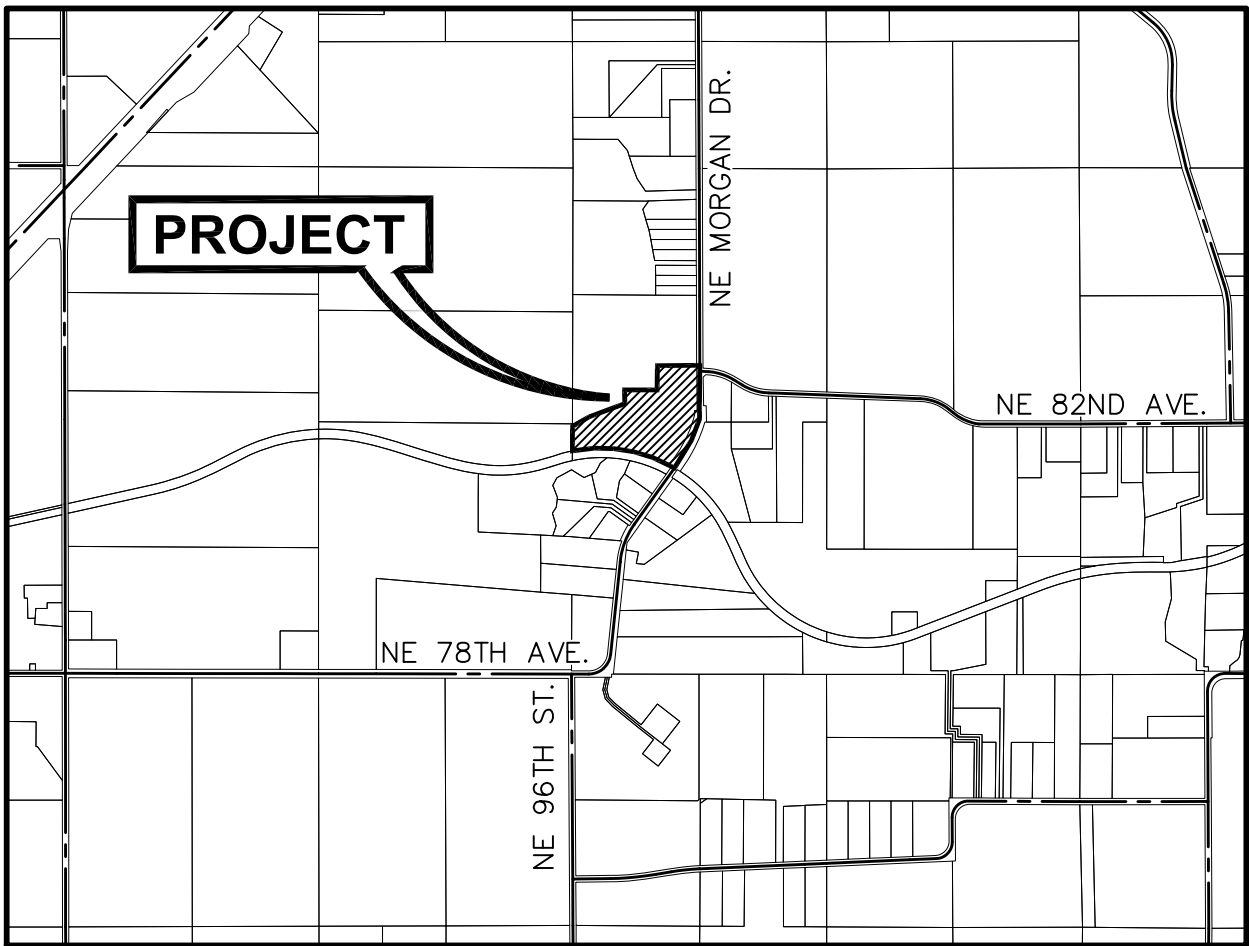
DWELLING UNITS

LOT 1:	1 (EXISTING)
LOT 2:	1 (FUTURE)
TOTAL	2

BUILDABLE AREA

LOT 1:	5.34 AC.
LOT 2:	2.75 AC.
TOTAL	8.09 AC.

VICINITY MAP (1"=2000')



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 PROFESSIONAL LAND SURVEYOR
UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. BROONER, P.L.S. DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 AND 2

1
2
1904.179

FOGGY BOTTOMS FARM PLAT 1
MINOR FINAL PLAT

POLK COUNTY, IOWA

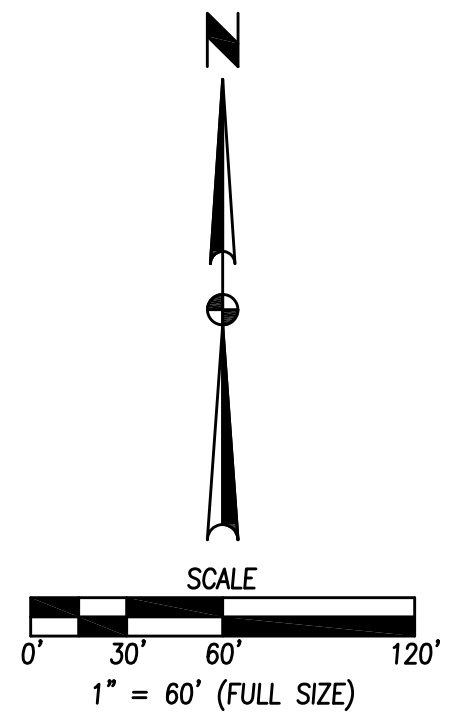
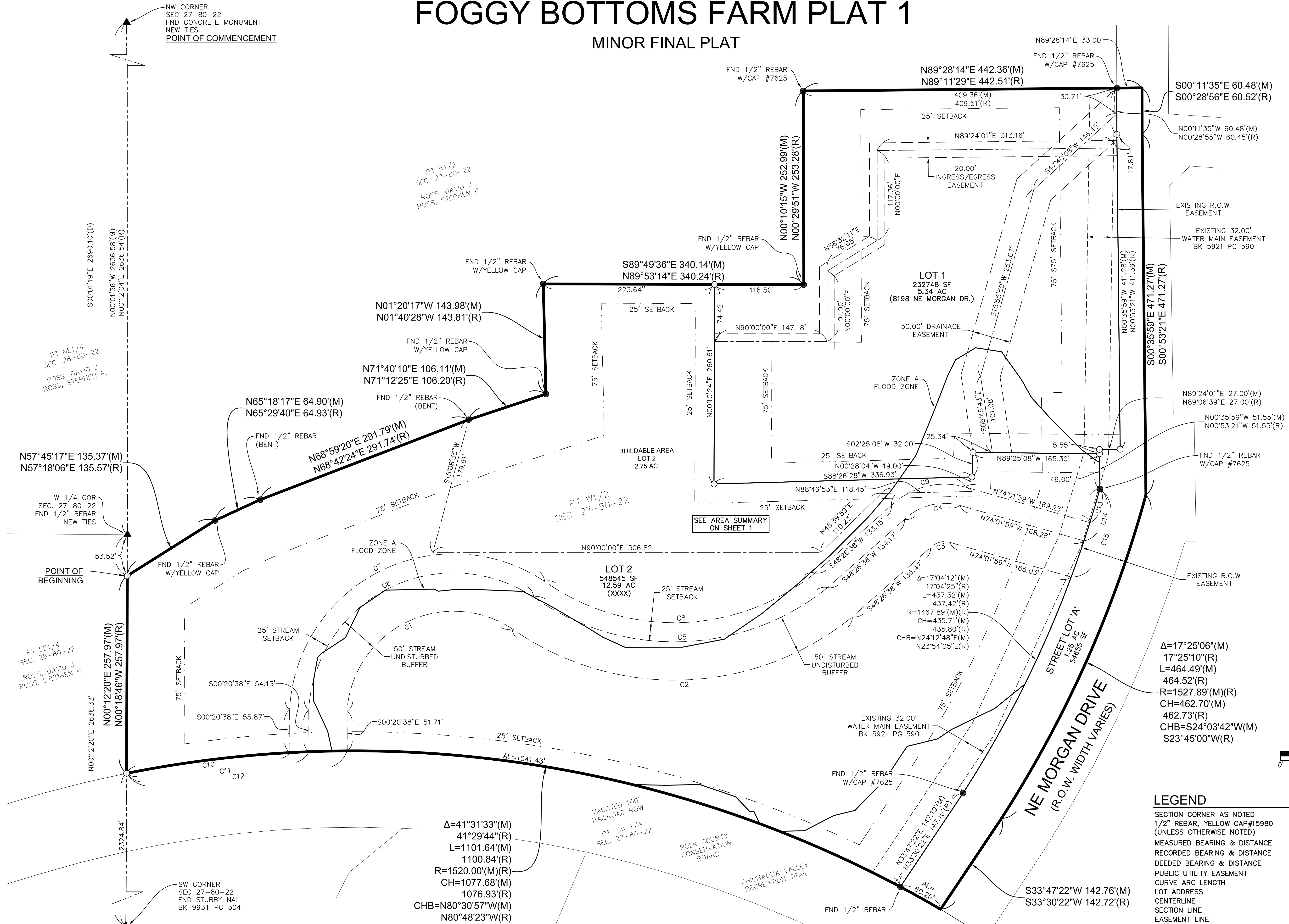
CIVIL DESIGN ADVANTAGE

ENGINEER:
TECH: EW
REVIEW:

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

REVISIONS
DATE
5/16/19

FILE: H:\2019\190419\190419-FOGGY BOTTOMS FARM PLAT 1.DWG
DATE PLOTTED: 8/7/2019 7:15 AM
PLOTTER: HP DesignJet 500
COMMENTS:
END



LEGEND	
SECTION CORNER AS NOTED	
1/2" REBAR, YELLOW CAP#15980 (UNLESS OTHERWISE NOTED)	
MEASURED BEARING & DISTANCE	
RECORDED BEARING & DISTANCE	
DEEDED BEARING & DISTANCE	
PUBLIC UTILITY EASEMENT	
CURVE ARC LENGTH	
LOT ADDRESS	
CENTERLINE	
SECTION LINE	
EASEMENT LINE	
BUILDING SETBACK LINE	
PLAT BOUNDARY	

DATE

REVISIONS

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER:

TECH: EW

REVIEW:

PREPARED

5/16/19

FOGGY BOTTOMS FARM PLAT 1

MINOR FINAL PLAT

2

2

1904.179

PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ-190822-21

RESOLUTION REGARDING THE LOCKWOOD-GRAY BOUNDARY AGREEMENT AND PLAT OF SURVEY

WHEREAS, the Agreement is between Paul & Dora Gray (Grays) and Larry & Julie Lockwood (Lockwoods); AND

WHEREAS, the Grays are the record title holders to real estate situated in Polk County, Iowa, locally known as 401 Lincoln Street, Southeast, and described as follows:

Lot 4 of Block 21 in A.C. Bondurant's Addition to the Town of Bondurant, Polk County, Iowa.

WHEREAS, the Lockwoods are the record title holders to real estate situated in Polk County, Iowa, locally known as 403 Lincoln Street, Southeast and described as follows:

Lot 3 of Block 21 in A.C. Bondurant Addition to Bondurant, an Official Plat, now included to and forming a part of the City of Bondurant, Polk County, Iowa.

WHEREAS, inaccuracies exist with respect to the boundary between 401 Lincoln Street, Southeast, and 403 Lincoln Street, Southeast; AND

WHEREAS, subject to the approval of the Gray's lender and the City of Bondurant, Iowa, the parties desire to resolve the boundary inaccuracies by way of a conveyance of a parcel of land from the Grays to the Lockwoods; AND

WHEREAS, the parties agree as follow:

1. The Lockwoods shall pay a sum to the Grays set forth in an Addendum Agreement associated with the Agreement executed by the parties representing the price agreed upon for the sale and conveyance of real estate situated in Polk County, Iowa, depicted in a proposal Plat of Survey attached hereto as:

Exhibit E – Parcel 2019-50-Part of Lot 4 of Block 21 in A.C. Bondurant Addition to Bondurant described as:

A part of LOT 4 of BLOCK 21 in A.C. BONDURANT'S ADDITION TO BONDURANT, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa, more particularly described as follows:

Beginning at the Southwest Corner of said LOT 4; thence North 00°33'32" East along the West Line of said LOT 4, a distance of 5.85 feet; thence South 89°38'49" East, a distance of 73.60 feet; thence South 00°21'11" West a distance of 4.58 feet; thence South 89°09'37" East, a distance of 57.21 feet to a point on the East Line of said LOT 4; thence South 00°15'04" West along the East Line of said LOT 4; a distance of 0.78 feet to the Southwest Comer of said LOT 4; thence South 89°38'49" West along the South Line of said LOT 4, a distance of 130.83 feet to the Point of Beginning, containing 489 Square Feet, subject to all easements, restrictions and covenants of record

(Hereinafter referred to as "Boundary Parcel").

2. The Grays shall convey the Boundary Parcel by Warranty Deed contemporaneously upon payment by Lockwoods and closing of the sale of the Boundary Parcel.
3. The Grays, at their expense, shall secure the release of any encumbrance, mortgage or deed of trust and/or instrument encumbering the Boundary Parcel contemporaneously with payment by the Lockwoods.
4. This Agreement is subject to each lender holding and/or claiming an encumbrance against the Boundary Parcel consenting to the conveyance contemplated hereby and releasing any and all lien(s) against, affecting or encumbering the Boundary Parcel.
5. This Agreement and sale is subject to the City of Bondurant, Iowa, approving the proposed conveyance of the Boundary Parcel prior to payment, closing or the conveyance of the Boundary Parcel from Grays to Lockwoods.
6. This Agreement is subject to the Lockwoods, at their option, obtaining a title report relating to the Boundary Parcel indicating good and merchantable title according to the title standards issued by the Iowa State Bar, the statutes of Iowa and common law.
7. The Lockwoods, as between the parties, shall pay the costs of surveying the Boundary Parcel and recording said Plat of Survey.
8. The Grays and Lockwoods each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of , any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
9. Time is of the essence in this Agreement.
10. This Agreement sets forth the entire agreement made by and between the parties hereto. This contract fully and completely supersedes any and all prior agreements or understandings of the parties hereto, whether written or oral, pertaining to the subject matter of this contract and all facets related thereto.
11. All agreements and covenants contained herein are severable and, in the event any of them shall be held to be invalid by any competent Court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.
12. The prevailing party to this Agreement shall be entitled to reasonable attorney's fees, costs, expenses and necessary disbursements incurred before or after judgment or final resolution in the event of an action or proceeding in law, equity or bankruptcy which is based, in whole or in part, upon this Agreement. Assessment and payment of such fees, costs, expenses and necessary disbursements shall be in addition to any other relief to which such party may be entitled.
13. The parties shall undertake whatever is reasonably necessary to submit the Agreement for the approval of the City of Bondurant no later than _____ unless otherwise mutually agreed upon in writing by the parties. Further, the parties shall execute and deliver, or cause to be delivered, any and all applications and other documents necessary to secure the approval by the City of Bondurant of the contemplated transfer of the Boundary Parcel and the Agreement at the earliest opportunity.

14. The effective date of the Agreement is June 26, 2019, regardless of when signed.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Bondurant, Iowa, that the Lockwood-Gray Boundary Agreement and Plat of Survey is approved and forwarded to the City Council with a recommendation for approval of same.

Moved by _____, Seconded by _____ to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission held on August 22, 2019; among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Action	Yay	Nay	Abstain	Absent
McKenzie				
Clayton				
Mains				
Keeran				
Cuellar				
Phearman				
Brostrom				

Torey Cuellar, Commission Chair

Preparer: Mason J. Ouderkirk, 108 W. Ashland Ave., P.O. Box 156, Indianola, IA 50125, (515) 961-5315
Return To: Mason J. Ouderkirk, 108 W. Ashland Ave., P.O. Box 156, Indianola, IA

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, including, but not limited to, the mutual promises set forth herein, the undersigned Paul Gray and Dora Gray, husband and wife, (hereinafter individually and collectively referred to as "Grays") and Larry Lockwood and Julie Lockwood husband and wife, (hereinafter individually and collectively referred to as "Lockwoods") enter into this Agreement;

WHEREAS the Grays are the record title holders to real estate situated in Polk County, Iowa, and described as follows:

Lot 4 of Block 21 in A.C. Bondurant's Addition to the Town of Bondurant, Polk County, Iowa.

locally known as 401 Lincoln Street SE, Bondurant, Iowa 50035;

AND WHEREAS the Lockwoods are the record title holders to real estate situated in Polk County, Iowa, and described as follows:

Lot 3 of Block 21 in A.C. BONDURANT ADDITION TO BONDURANT, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa

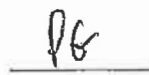
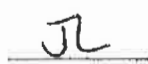
locally known as 403 Lincoln Street SE, Bondurant, Iowa 50035.

AND WHEREAS inaccuracies exist with respect to the boundary between 401 Lincoln Street SE, Bondurant, Iowa, and 403 Lincoln Street SE, Bondurant, Iowa;

AND WHEREAS, subject to the approval of the Gray's lender and the City of Bondurant, Iowa, the parties desire to resolve the boundary inaccuracies by way of a conveyance of a parcel of land from the Grays to the Lockwoods;

THEREFORE, the parties agree as follows:

1. The Lockwoods shall pay a sum to the Grays set forth in an Addendum Agreement associated with this Agreement executed by the parties representing the price agreed upon for the sale and



conveyance of real estate situated in Polk County, Iowa, depicted in a proposal Plat of Survey attached hereto as:

Exhibit E – Parcel 2018-50-Part of Lot 4 of Block 21 in A.C. BONDURANT ADDITION TO BONDURANT" described as:

A part of LOT 4 of BLOCK 21 in A.C. BONDURANT'S ADDITION TO BONDURANT, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa, more particularly described as follows:

Beginning at the Southwest Corner of said LOT 4; thence North 00°33'32" East along the West Line of said LOT 4, a distance of 5.85 feet; thence South 89°38'49" East, a distance of 73.60 feet; thence South 00°21'11" West, a distance of 4.58 feet; thence South 89°09'37" East, a distance of 57.21 feet to a point on the East Line of said LOT 4; thence South 00°15'04" West along the East Line of said LOT 4, a distance of 0.78 feet to the Southwest Corner of said LOT 4; thence South 89°38'49" West along the South Line of said LOT 4, a distance of 130.83 feet to the Point of Beginning, containing 489 Square Feet, subject to all easements, restrictions and covenants of record

(hereinafter referred to as "Boundary Parcel").

2. The Grays shall convey the Boundary Parcel by Warranty Deed contemporaneously upon payment by Lockwoods and closing of the sale of the Boundary Parcel.
3. The Grays, at their expense, shall secure the release of any encumbrance, mortgage or deed of trust and/or instrument encumbering the Boundary Parcel contemporaneously with payment by Lockwoods.
4. This Agreement is subject to each lender holding and/or claiming an encumbrance against the Boundary Parcel consenting to the conveyance contemplated hereby and releasing any and all lien(s) against, affecting or encumbering the Boundary Parcel.
5. This Agreement and sale is subject to the City of Bondurant, Iowa, approving the proposed conveyance of the Boundary Parcel prior to payment, closing or the conveyance of the Boundary Parcel from Grays to Lockwoods.
6. This Agreement is subject to the Lockwoods, at their option, obtaining a title report relating to the Boundary Parcel indicating good and merchantable title according to the title standards issued by the Iowa State Bar, the statutes of Iowa and common law.
7. The Lockwoods, as between the parties, shall pay the costs of surveying the Boundary Parcel and recording said Plat of Survey.
8. The Grays and Lockwoods each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not

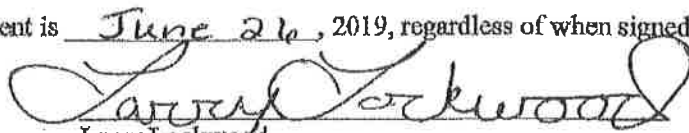


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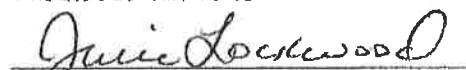
engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

9. Time is of the essence in this Agreement.
10. This Agreement sets forth the entire agreement made by and between the parties hereto. This contract fully and completely supersedes any and all prior agreements or understandings of the parties hereto, whether written or oral, pertaining to the subject matter of this contract and all facets related thereto.
11. All agreements and covenants contained herein are severable and, in the event any of them shall be held to be invalid by any competent Court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.
12. The prevailing party to this Agreement shall be entitled to reasonable attorney's fees, costs, expenses and necessary disbursements incurred before or after judgment or final resolution in the event of an action or proceeding in law, equity or bankruptcy which is based, in whole or in part, upon this Agreement. Assessment and payment of such fees, costs, expenses and necessary disbursements shall be in addition to any other relief to which such party may be entitled.
13. The parties shall undertake whatever is reasonably necessary to submit this Agreement for the approval of the City of Bondurant no later than _____ unless otherwise mutually agreed upon in writing by the parties. Further, the parties shall execute and deliver, or cause to be delivered, any and all applications and other documents necessary to secure the approval by the City of Bondurant of the contemplated transfer of the Boundary Parcel and this Agreement at the earliest opportunity.
14. The effective date of this Agreement is June 26, 2019, regardless of when signed.

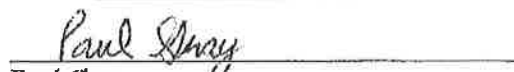
Date: 7/15/19


Larry Lockwood
318 Hempstead, Pleasantville, IA 50225
Phone: 515-720-2948

Date: 7/15/19


Julie Lockwood
318 Hempstead, Pleasantville, IA 50225
Phone: _____

Date: 6/26/19


Paul Gray
401 Lincoln Street SE, Bondurant, IA 50035
Phone: _____



JL

PG

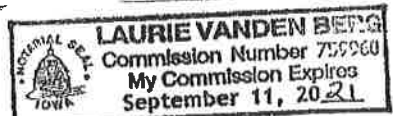
OG

Date: 6/26/19

Dora Gray
Dora Gray
401 Lincoln Street SE, Bondurant, IA 50035
Phone: _____

STATE OF IOWA)
(ss.
WARREN COUNTY, SS:

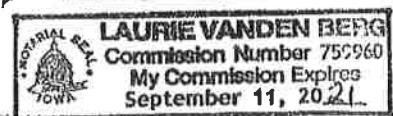
On the 15th day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Lockwood, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Laurie Vandenberg
Notary Public in and for the State of Iowa

STATE OF IOWA)
(ss.
WARREN COUNTY, SS:

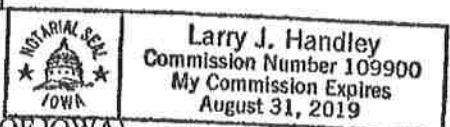
On the 15th day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Julie Lockwood, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as her voluntary act and deed.



Laurie Vandenberg
Notary Public in and for the State of Iowa

STATE OF IOWA)
(ss.
Folk COUNTY, SS:

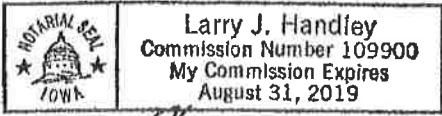
On the 26th day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Gray, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Larry J. Handley
Notary Public in and for the State of Iowa

STATE OF IOWA)
(ss.
Folk COUNTY, SS:

On the 26th day of June, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Dora Gray, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as her voluntary act and deed.



Larry J. Handley
Notary Public in and for the State of Iowa

LA JL PG DG

