

# \$25,000

NLW SUBDIVISION LOT 9- .23 ACRES



## WHY WASHINGTON & NLW SUBDIVISION?

DISCOVER A CLASSIC

A classic community, amazing amenities, & quick commute...

Here are some of our great amenities:

- Class 3A K-12 Schools and K-5 Catholic School
- Kirkwood Regional Education Center
- New YMCA and Sports Complex
- Historic Downtown Square & Vibrant Downtown
- Big-Box Shopping Options-
  - Walmart
  - Hy-Vee & Fareway
  - Ace Hardware
  - Orscheln Farm & Home
  - Dollar General, Etc.
- County Seat- do your courthouse business locally!

### Evening Commute

from University of Iowa/ University Hospitals  
(Source: Google Maps)

North Liberty: 14-35 minutes  
Washington: 35-45 minutes



A COMPARABLE LOT IN NORTH LIBERTY



# \$88,900

1470 FRANKLIN ST.  
LOT 124- .23 ACRES



Learn More!

visit: [www.washingtoniowa.gov](http://www.washingtoniowa.gov)



*Jaron P. Rosien, Mayor  
Illa Earnest, City Clerk  
Kevin Olson, City Attorney  
Brent Hinson, City Administrator*



*215 East Washington Street  
Washington, Iowa 52353  
(319) 653-6584 Phone  
(319) 653-5273 Fax*

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## **Memorandum**

To: All Interested Parties

From: Brent Hinson  
City Administrator

Re: NLW Subdivision Plat 1, Washington, Iowa

Thank you for your interest in NLW Subdivision Plat 1. The City is proud to promote this fine subdivision and its role in the progress of our community.

Please review all of the covenants in this packet carefully, as lot purchasers will be bound by these terms and conditions. I would like to specifically draw your attention to Covenant #14, which outlines the timetable for construction of a home. The City stands ready to exercise its reversionary interest in any lot for which a good-faith effort is not made to conform with this timetable.

Please note that homes in NLW Subdivision are not eligible for tax abatement due to the City's plan to reimburse itself for infrastructure costs through a Tax-Increment Financing (TIF) district.

Please contact me for any lot inquiries:

Brent Hinson, City Administrator  
(319) 653-6584 extension 134  
[bhinson@washingtoniowa.gov](mailto:bhinson@washingtoniowa.gov)

Information regarding the lots may be posted periodically on the City website at <https://washingtoniowa.gov/city-government/nlw>. Thanks again for your interest. We look forward to working with you.



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**G1 GARDEN & ASSOCIATES, LTD.**  
**ENGINEERS & SURVEYORS**

1701 3rd Avenue East, Suite 1  
P.O. Box 451  
Osaka, Iowa 52577  
641.672.2526 Phone  
641.672.2091 Fax

500 E. Taylor, Suite C  
Creston, Iowa 50801  
641.782.4005 Phone  
641.782.4118 Fax

800.493.2524 Iowa Toll Free  
email@gardensassociates.net

Prepared by: Kevin D. Olson, Washington City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277  
Return to: Washington City Clerk, 215 E. Washington Street, Washington, Iowa 52353

### **PROTECTIVE COVENANTS AND RESTRICTIONS**

The undersigned, the City of Washington, Iowa, being the owner of the following premises in the City of Washington, Washington County, Iowa, to wit:

Lots 1-9, NLW Subdivision Plat 1, Washington, Iowa;

("the Property")

for the mutual benefit of those persons who may purchase any of the Property now owned by the undersigned, hereby imposes the following covenants and restrictions on said Property as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

1. The use of the Property shall be limited to the Permitted Principal Uses in the R-1 One-Family Residence District, R-2 One and Two-Family Residence District, and R-3 One to Six-Family Residence Districts, except as follows:
  - a. Lots 1-2 are solely for duplexes and are to be no more than two stories high.
  - b. Lots 3-9 are solely for single-family houses and are to be no more than two stories high.
  - c. One outbuilding per lot is allowed not to exceed 240 square feet.
2. Each lot shall be used for a main structure. No residential lot as platted shall be subdivided nor shall any lots be combined.
3. Minimum ground floor square footage of livable space of a dwelling exclusive of porches and garages shall be as follows:
  - a. Single family homes - 1,000 square feet
  - b. Duplexes - 900 square feet per unit
  - c. All other (split foyer or level, story and a half and other multilevel dwellings) 800 square feet
4. All homes must be constructed with a poured Portland Cement Concrete foundation, and must meet all applicable provisions of the Washington Code of Ordinances.

5. No semi-truck (cab unit) or truck trailer shall be parked or stored in the subdivision, either temporarily or permanently.
6. No trailer, mobile home, barn, or pole barn shall be placed upon any lot in this subdivision.
7. Fences shall be allowed as per the Washington Zoning Ordinance.
8. Owner must plant a minimum of 2 approved trees in the parking area after the home is constructed.
9. There shall be a minimum roof pitch of 4/12.
10. All homes shall put in a public sidewalk at a width of 5' running along the front lot line at the time of home construction. Sidewalk shall be of Portland Cement Concrete construction at a minimum depth of 6" in driveway areas and a minimum depth of 4" in non-driveway areas.
11. No garbage, ashes, or refuse shall be allowed on the premises exposed to view and no outside incinerators shall be permitted and no burning of rubbish outside of the residence shall be permitted on said premises except that yard waste burning shall be permitted as allowed by City Ordinance.
12. The lots shall be at all times maintained in neat condition and appearance commensurate with the character of the subdivision and no poultry or animals of any type, except dogs or cats for domestic purposes and not for sale shall be kept on the premises.
13. Television antennas may be installed on the homes, but not on any type of free-standing tower or pole.
14. **Any lot sold is with the understanding that a home will be ready for final occupancy inspection by the City within 18 months of the date of recording of the deed for the conveyance of the lot. If the owner of any lot in this subdivision does not comply with this provision, the City of Washington may repurchase said property by providing sixty (60) days' written notice to the owner at the address listed in the records of the Washington County Auditor of its intention to repurchase. Said repurchase price shall be the same price for which the lot was sold to the owner, except that the City may subtract an administrative fee not to exceed ten percent (10%) of the original purchase price.**
15. All residences shall have a minimum double attached garage and Portland Cement Concrete paved driveway of at least 20 feet wide. Paving shall be continuous from the garage to the street.
16. No vehicles of any type shall be parked off the paved driveway.

17. No building or house shall be moved onto any lot, except by advance approval of the City Council and meeting all the requirements herein.
18. No portion of the property shall be occupied by a tax-exempt use unless the owner/tenant has entered into an agreement for payment in lieu of taxes.
19. In the event the parties hereto, or the owners of any lot or tract, or their heirs, successors, or assigns, shall violate or attempt to violate, any of the covenants and restrictions herein contained before twenty (20) years from the date this plat is recorded or during any successive ten (10) years extension, it shall be lawful for any other person or persons, owning any lot or tract of land in said subdivision, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either prevent them from so doing or recover damages for such violation.
20. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, but they shall remain in full force and effect.
21. There is a perpetual easement for storm sewer and drainage and access purposes are reserved on portions of the lots as designated on the final plat. No improvements shall be placed within the easement rights-of-way which in any manner with the installation and maintenance of the easements.
22. By written consent of the record owners of not less than seventy-five percent (75) of the several lots when recorded in the office of the County Recorder of Washington County, Iowa, any one or more of the covenants, restrictions, or reservations above set forth may be partly or wholly waived and released.

Dated this 24<sup>th</sup> day of July, 2020.

CITY OF WASHINGTON:



Jaron P. Rosien, Mayor

ATTEST:



Illla Earnest, City Clerk



Jaron P. Rosien, Mayor  
Illa Earnest, City Clerk  
Kevin Olson, City Attorney  
Brent Hinson, City Administrator



*City of Washington*  
215 East Washington Street  
Washington, Iowa 52353  
(319) 653-6584 Phone  
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### **OFFER TO PURCHASE REAL ESTATE**

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ between the City of Washington, Washington County, Iowa hereinafter known and referred to as Seller and \_\_\_\_\_ of the County of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter known and referred to as Buyer, WITNESSETH AS FOLLOWS:

The Seller hereby agrees to sell to the Buyer on the performance of the agreement of the Buyer as hereinafter set forth, the following described real estate situated in Washington County, Iowa, to-Wit:

Lot \_\_\_\_, NLW Subdivision Plat 1, Washington, Iowa

This agreement is subject to the protective covenants and the stipulations as described in such covenants and as set out herein.

The Buyer, in consideration of the premises, hereby agrees to and with the Seller to purchase the real estate above described with all improvements thereon for the payment of \$1,000 earnest money at time of offer and the sum of \$\_\_\_\_\_ dollars payable at the time of closing. **The Deed shall include right of reverter to the City in the case in which a new house is not ready for final occupancy inspection by the City within 18 months of the closing. In the case that the City exercises this right under the terms of the Protective Covenants, the City is entitled to subtract an administrative fee not to exceed ten percent (10%) of the original purchase price.** The City shall not unreasonably withhold an occupancy permit.

The Seller agrees to furnish an abstract of title to said premises showing good merchantable title.

The Seller agrees to pay all taxes up to the date of this agreement on a prorated basis.

It is agreed that the Buyer is purchasing said premises upon his/her own inspection and not by reason of any warranty or representation of the Seller.

It is mutually agreed by and between the parties hereto that the covenants herein contained shall be obligatory upon the respective parties to this agreement. This offer cannot be assigned and the property cannot be conveyed after sale until a home has been constructed unless the Seller consents to said assignment in writing.

If such sums of money are paid as herein set forth promptly at the times agreed upon, and the covenants as stated are followed, the Seller will on receiving said sums of money, execute or cause to be executed and deliver at its own cost and expense, a good and sufficient Warranty Deed in due form of law conveying said property to the Buyer.

Closing date shall be on or before \_\_\_\_\_.

It shall be mutually agreed that the office of the City Administrator, City Hall, Washington, Iowa shall be the place of settlement, where all payments and tender of payments shall be made. Sale is subject to City Council approval, which shall be made within 45 days of the date of this agreement.

If more than one joins in the execution of this contract as Seller or Buyer or any be of the feminine sex, the pronouns and relative words herein used shall be read and construed as if written in the plural or the feminine, respectively.

WITNESS our hands the day and year first above written.

**City of Washington, Iowa**

**Buyer(s)**

By: \_\_\_\_\_  
City Administrator

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

This record was acknowledged before me on \_\_\_\_\_, by

as \_\_\_\_\_  
of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF IOWA, WASHINGTON COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brent Hinson, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of Washington, Iowa; a municipal corporation; and that the instrument was signed on behalf of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public