

ZONING BOARD OF ADJUSTMENT MEETING

CITY OF DAVENPORT, IOWA

THURSDAY, DECEMBER 21, 2023; 4:00 PM

CITY HALL | 226 WEST 4TH STREET | COUNCIL CHAMBERS

THE ZONING BOARD OF ADJUSTMENT HOLDS PUBLIC HEARINGS TO CONSIDER
HARDSHIP VARIANCES, SPECIAL USES, AND INTERPRETATION APPEALS.

I. Call to Order

II. Secretary's Report

A. Consideration of the December 7, 2023 meeting minutes.

III. Old Business

IV. New Business

A. Request SU23-02 of 53rd Luxury LLC at 2021 (& 1911, 2131) East 53rd Street to operate a Vehicle Dealership with Outdoor Storage/Display. Table 17.08-1 requires a Special Use for a Vehicle Dealership with Outdoor Storage/Display on property zoned C-3 General Commercial District. [Ward 8]

V. Other Business

VI. Adjourn

City of Davenport
Zoning Board of Adjustment

Department: DNS
Contact Info: ScottKoops@davenportiowa.com

Date
12/21/2023

Subject:
Consideration of the December 7, 2023 meeting minutes.

ATTACHMENTS:

Type	Description
▣ Exhibit	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Koops, Scott	Approved	12/15/2023 - 11:57 AM



MINUTES

Zoning Board of Adjustment

December 12, 2023



By this reference all reports, documents, presentations, videos and the hearing's video recording are incorporated into the minutes.
See the following link: <https://www.youtube.com/user/DavenportToday/videos>

I. Call to Order:

Chairman Darland called the Zoning Board of Adjustment (ZBA) meeting to order in City Hall Council Chambers, Davenport, Iowa at approximately 4:05 p.m.

Members present: Boyd-Carlson, Bloemker, Darland

Excused: Gallart

Staff present: Koops, Berkley, staff Attorney Bagby

II. Secretary's Report:

Minutes were approved for the 2023-10-26 ZBA Hearing by voice-vote (3-0).

III. Old Business:

None.

IV. New Business:

A. Request HV23-16 of Gwen Keen on behalf of QuikTrip Corp. at 2904 W 76th Street for a Hardship Variance to construct: firstly, a second freestanding sign 40' in height being 230 sq.ft. in area, and secondly, three directional signs being 14 sq.ft. in area. Davenport Municipal Code §17.12.060.D restricts freestanding signs to one sign per property, being no more than 25' in height and 100 sq.ft. in area; §17.12.050.C.9 restricts directional signs to 4 sq.ft. in area.

Koops presented the staff report.

Findings: (supported by the previous analysis)

- Item #1 application of the ordinance creating hardship has not been established;
- Item #2 physical surroundings imposing hardship has not been established;
- Item #3 unique circumstance has not been established;
- Item #4 protection of essential character has not been established;

Recommendation:

Staff technically cannot recommend approval of the requested hardship variance.

The applicant addressed the Board and explained the request.

Discussion by the Board: The Board discussed the issues of the case.

Motion

Boyd-Carlson moved to approve request HV23-16 as proposed; Darland seconded the motion and the motion carried unanimously. (3-0)

Darland, yes; Boyd-Carlson, yes; and Bloemker, yes.

B. Request HV23-17 of Gwen Keen on behalf of QuikTrip Corp. at 2904 W 76th Street for a Hardship Variance to construct a refuse container (dumpster) in the secondary front yard along north property line. Davenport Municipal Code § 17.09.030.Q restricts refuse containers to the rear or side yards.

Koops presented the staff report.

Findings:

- Item #1 zoning code does result in hardship as applied for the proposed use;
- Item #2 physical and topographical conditions of the site do limit the use;
- Item #3 unique circumstance has been established;
- Item #4 protection of essential character has been established;

Recommendation:

Staff recommends that Board adopt staff's findings and approve request HV23-17 as proposed.

Discussion by the Board: The Board discussed the issues of the case.

Motion

Boyd-Carlson moved to approve request HV23-17 as proposed; Darland seconded the motion and the motion carried unanimously. (3-0)

Boyd-Carlson, yes, Darland, yes; and Bloemker, yes.

V. Other Business

None.

VI. Adjourn

The meeting adjourned unanimously by voice vote at approximately 4:18p.m.

City of Davenport
Zoning Board of Adjustment

Department: DNS
Contact Info: ScottKoops@davenportiowa.com

Date
12/21/2023

Subject:

Request SU23-02 of 53rd Luxury LLC at 2021 (& 1911, 2131) East 53rd Street to operate a Vehicle Dealership with Outdoor Storage/Display. Table 17.08-1 requires a Special Use for a Vehicle Dealership with Outdoor Storage/Display on property zoned C-3 General Commercial District. [Ward 8]

ATTACHMENTS:

Type	Description
▣ Executive Summary	Staff Report
▣ Exhibit	Exhibit "A" - Applicant Site Plan
▣ Exhibit	Exhibit "B" Landscaped Island Additions
▣ Exhibit	Exhibit "C" - Conditions to REZ23-03 ORD2023-436
▣ Exhibit	Application
▣ Exhibit	Site Plan
▣ Exhibit	Notice Letter
▣ Exhibit	Notice List

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Koops, Scott	Approved	12/15/2023 - 12:20 PM



**Zoning Board of Adjustment
Planning Staff Report
2021 E 53rd Street | Vehicle Dealership Outdoor Display
December 21, 2023**

Description

Request SU23-02 of 53rd Luxury LLC at 2021 (& 1911, 2131) East 53rd Street to operate a Vehicle Dealership with Outdoor Storage/Display. Table 17.08-1 requires a Special Use for a Vehicle Dealership with Outdoor Storage/Display on property zoned C-3 General Commercial District. [Ward 8]

Background

The 2019 Zoning Ordinance requires a Special Use for an outdoor vehicle dealership when located in the C-3 General Commercial Zoning District. For contextual purposes, Special Uses are required for any outdoor dealership located in the C-3, C-E, and I-1 districts. Only the I-MU Industrial Mixed-Use District does not require a Special Use for an outdoor dealership.

There are no Principal Use Standards applicable for this use, therefore only the standards that must be adhered to are the usual Special Use approval standards of §17.14.050.E.

Zoning District Use Matrix:

TABLE 17.08-1: USE MATRIX																		
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU
Vehicle Dealership - With Outdoor Storage/Display										S					S	S		P

P indicates a use is permitted by-right in the district. S indicates a use is a Special Use in the district and requires Zoning Board approval. Blank cells indicate a use is not allowed.

Special Use Approval Standards per 17.14.050.E.:

E. Approval Standards

The listing of a use as a special use within a zoning district does not constitute an assurance or presumption that such special use will be approved. Rather, each special use must be evaluated on an individual basis, in relation to all applicable standards of this Ordinance. Such evaluation will determine whether approval of the special use is appropriate at the particular location and in the particular manner proposed. The decision of the Zoning Board of Adjustment must make findings to support each of the following conclusions:

1. The establishment, maintenance, and operation of the proposed special use will not endanger the public health, safety, or welfare.
2. The proposed special use is compatible with the general land use of adjacent properties and other property within the immediate vicinity.
3. The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and adopted land use policies.

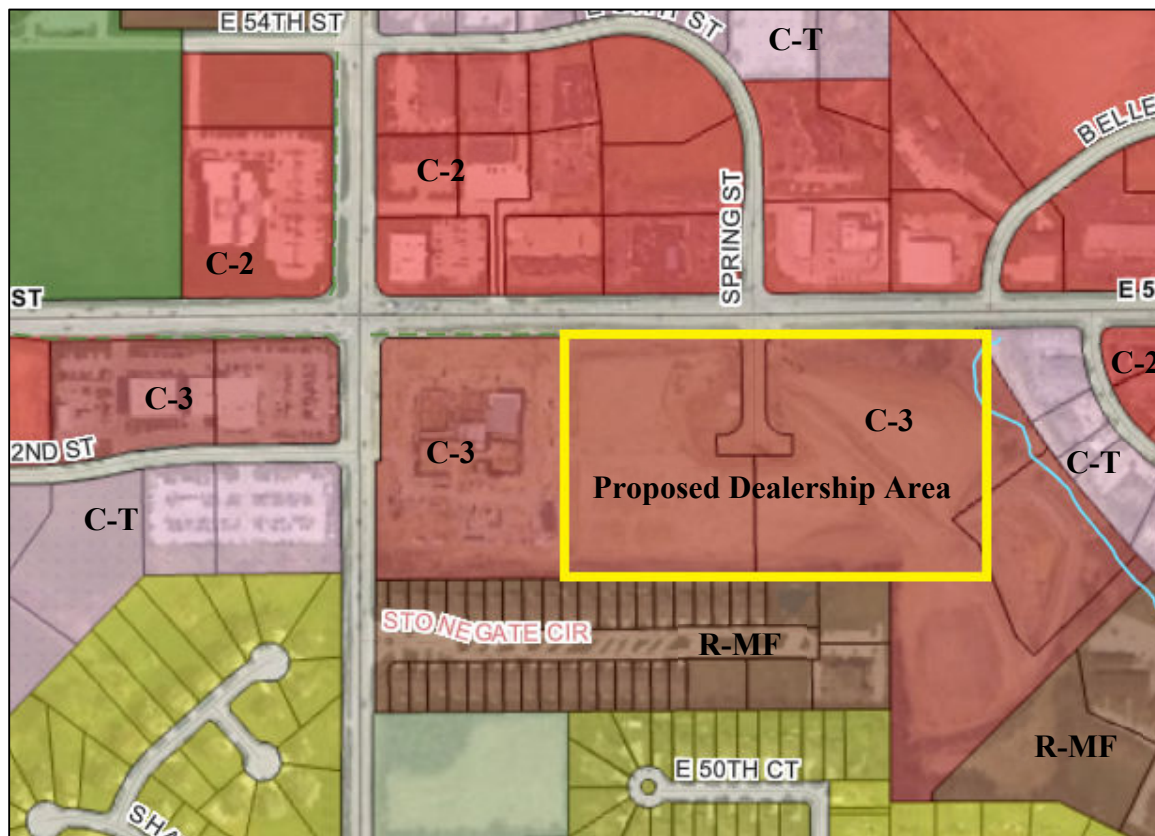
Vehicle Dealership with Outdoor storage/display is defined as:

An establishment that sells or leases new or used automobiles, vans, motorcycles, and/or all-terrain vehicles (ATV) vehicles, or other similar motorized transportation vehicles with outdoor display of vehicles. A motor vehicle dealership may maintain an inventory of the vehicles for sale or lease either on-site or at a nearby location, and may provide on-site facilities for the repair and service of the vehicles sold or leased by the dealership.

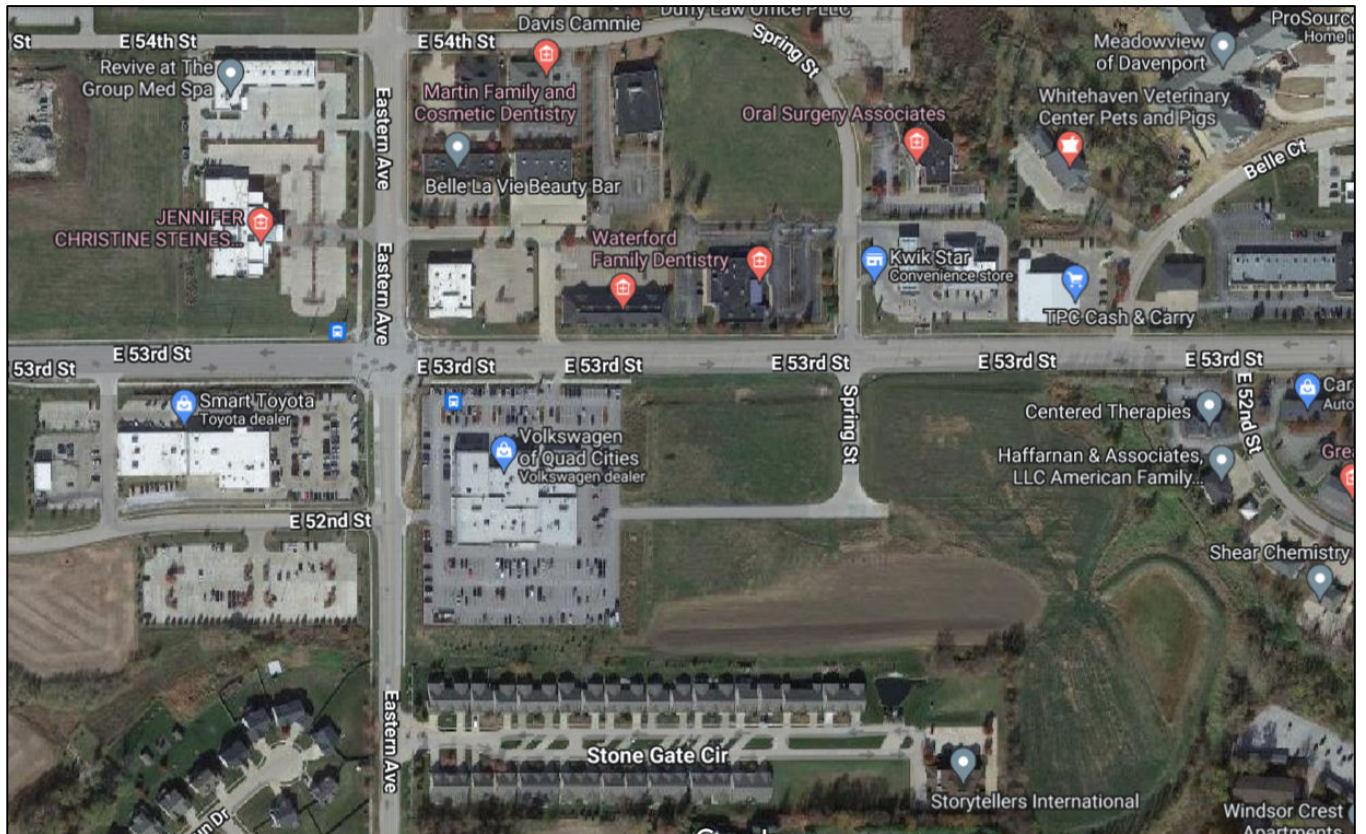
Site Aerial Photo: Proposed Dealership in Yellow | Existing Dealers in Red



Zoning Map: Proposed Dealership in Yellow

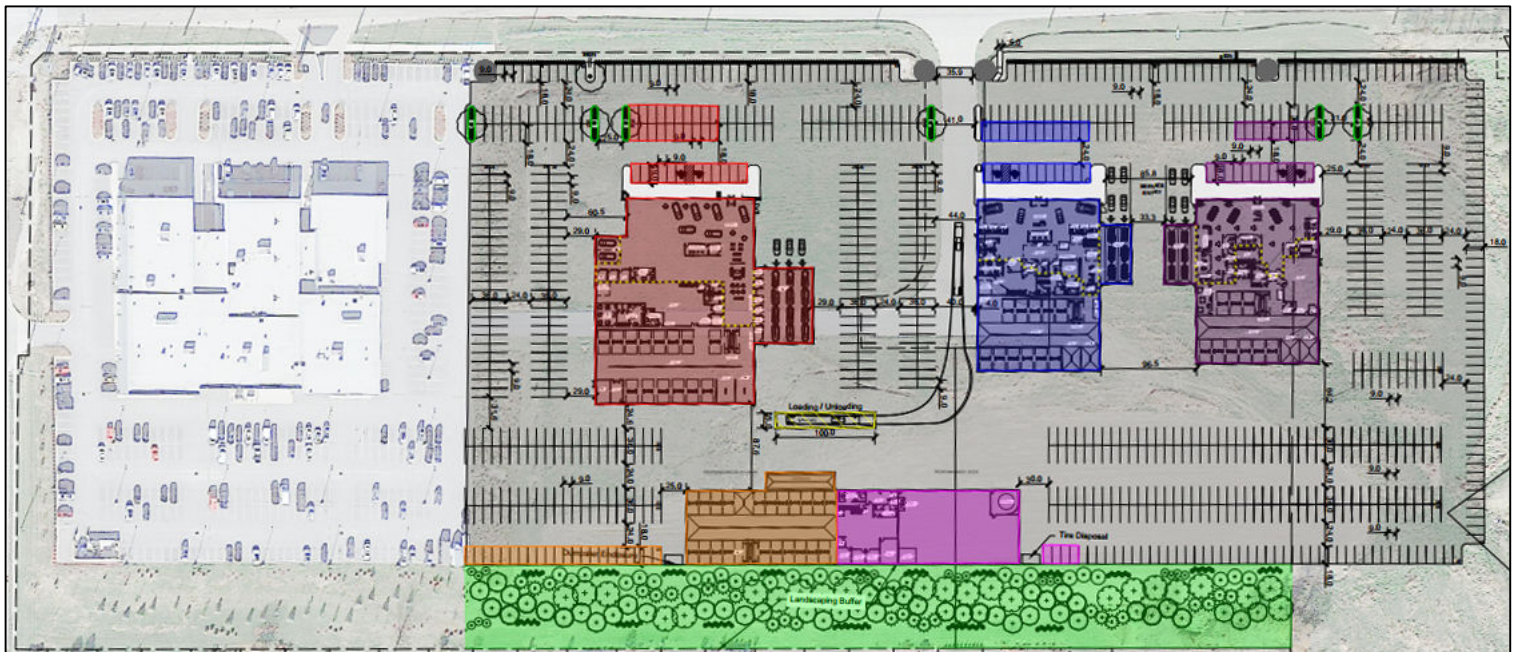


Existing Land Uses/Vicinity Map:



Existing Dealership

Proposed Concept Plan



Discussion

The property owner at 2021 East 53rd Street (53rd Luxury LLC) wishes to expand to the east of their present facility located at 1777 East 53rd Street at the intersection with Eastern Ave and 53rd Street. The site has recently been rezoned from C-2 Corridor Commercial to C-3 General Commercial Zoning District for the purpose of allowing a vehicle dealership with outdoor storage/display, which is an allowed use, provided a special use is reviewed and approved by this Board, as per the code sections cited above in the "Background" section of this report.

The site will serve at least three dealership bands, an administrative office, and a car wash/auto body ancillary use. The proposed site would be required to meet the rezoning conditions for case REZ23-03 as set forth in City Council Action 2023-436 (see Exhibit C). The submitted Site Plan (Exhibit "A") shows the general location of the dealership buildings and display areas.

This site is located adjacent to two (2) other new car dealerships which are under the same ownership as the proposed development. These dealerships are located in the C-3 General Commercial District, as are the proposed dealership buildings and brands.

Staff supports the use of this property as an auto dealer. This site is properly zoned for auto sales, and the adjacent sites have been operating for nine (9) years while demonstrating compatibility with adjacent land uses, while generating minimal, if any, complaints.

The sites will be connected for pedestrian access and also via a newly proposed common access drive between the lots, as shown on the petitioner's site plan.

Approval Standards

1. The establishment, maintenance, and operation of the proposed special use will not endanger the public health, safety, or welfare.

Applicant: Special use request is to allow for operation of franchised motor vehicle dealerships and associated activities. Such activities are already conducted at the adjacent property and pose no heightened risk to public health, safety, or welfare. See attached images.

Staff Response: The proposed use meets code requirements for a dealership. The site should have minimal, if any, impact on adjacent property, as conditioned per the rezoning Ordinance 2023-436 (see Exhibit "C"), and per the conditions of this report.

2. The proposed special use is compatible with the general land use of adjacent properties and other property within the immediate vicinity.

Applicant: Special use request is to allow for operation of franchised motor vehicle dealerships and associated activities. Such activities are already conducted at the adjacent property and are in alignment with commercial activities along E 53rd Street and the adjacent properties. See attached images

Staff Response: The plans meet code requirements and the site is properly designed to have minimal, if any, impact on adjacent property as proposed and as conditioned per the rezoning Ordinance 2023-436 (see Exhibit "C"), and per the conditions of this report.

3. The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and adopted land use policies.

Applicant: Special use request is to allow for operation of franchised motor vehicle dealerships and associated activities. Such activities are already conducted at the adjacent property. The uses requested serve the purpose for which the special use ordinance was enacted:

** use will be substantially similar to adjacent land;*

** improvements and structures will be of similar quality and construction as adjacent existing franchised motor vehicle dealership*

** sound and other aspects of operations will be conducted in a manner substantially similar to existing franchised motor vehicle dealership*

** proposed use will not have a greater impact on neighboring land than adjacent property uses*

Staff Response: Land use policy has been met along with all code requirements, as properly conditioned per Ord 2023-436 and the conditions of this staff report.

Recommendation & Findings

Findings:

1. The petitioner's proposed location/design meets Special Use requirements
2. This use is compatible with adjacent land uses and type of development
3. The proposed Special Use is in accordance with the criteria for Special Use approval.

Recommendation:

Staff recommends that the Board adopt staff's findings and approve request SU23-02 subject to the following conditions:

1. The extent of 'Exhibit "A" – Site Plan' as emailed to Planning staff on November 29, 2023, shall be binding; no auto dealer uses shall be allowed outside that designated area, and use of additional land to the south and south east (or any land areas not shown on the proposed concept plan) shall be prohibited without a modification to the Special Use, as per code requirements in §17.14.50.
2. Prior to occupancy, parking lot landscaped islands, consistent with 1777 E. 53rd Street, shall be installed per the approved site plan as submitted into Davenport ePlan requiring full sized islands with landscaping at the end of five (5) rows in front of the buildings extended, per Exhibit "B";
3. Prior to occupancy an approved full site plan review shall be completed and approved;
4. The use of flags, pennants, tinsel, balloons or other similar attention-getting devices shall be prohibited;
5. All conditions of Davenport rezoning REZ23-03, City Council Ordinance 2023-436 (labeled Exhibit "C" in the ZBA Packet), shall remain in full force and effect, including but not limited to the location of the car wash facility at least 125' from residential zoning districts, stipulated buffer yard along the north property line of the Stonegate development, prohibition of billboards, and Dark Sky complainant light fixtures; and
6. Should complaints arise due to noncompliance of these conditions, and/or if staff is aware of infractions to these conditions and/or any other code violations, or if ownership or management companies change (more than 50%), a rehearing of the Special Use shall be scheduled per Davenport Municipal Code specifications for Zoning Board of Adjustment Special Use public hearings; at which the Special Use may be modified, re-approved or revoked.

Prepared by: 

Scott Koops, AICP
Planner II

Attachments: Map, Site Plan, Application, Notification Map, Exhibits



LEXUS BUILDING
13,245 SF OFFICE AREA

CUSTOMER PARKING
1 PER 500 GFA
13,245/500 = 26.49
4 SPACES PER BAY
31 SPACES REQUIRED

KIA BUILDING
13,245 SF OFFICE AREA

CUSTOMER PARKING
1 PER 500 GFA
8,688/500 = 17.38
4 SPACES PER BAY
22 SPACES REQUIRED

HYUNDAI BUILDING
13,245 SF OFFICE AREA

CUSTOMER PARKING
1 PER 500 GFA
7,700/500 = 15.40
4 SPACES PER BAY
20 SPACES REQUIRED

BODY SHOP AREA

CUSTOMER PARKING
4 SPACES PER BAY
4 SPACES REQUIRED

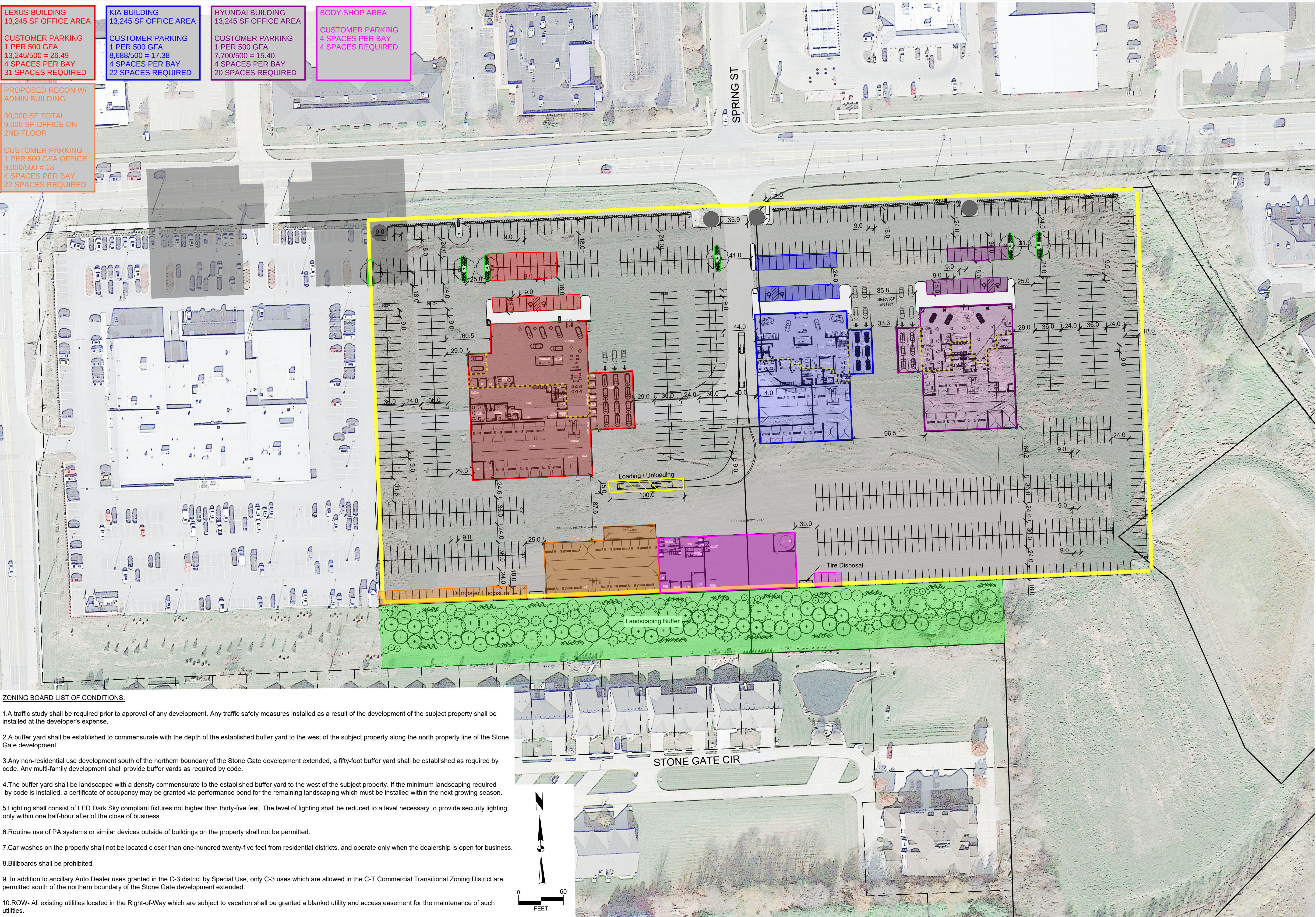
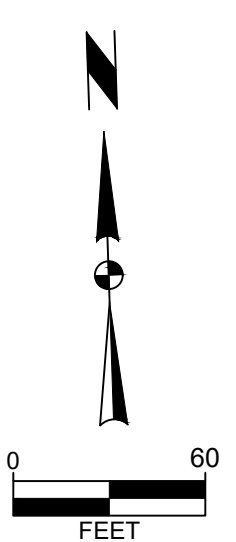
PROPOSED RECON W/
ADMIN BUILDING

30,000 SF TOTAL
9,000 SF OFFICE ON
2ND FLOOR

CUSTOMER PARKING
1 PER 500 GFA OFFICE
9,000/500 = 18
4 SPACES PER BAY
22 SPACES REQUIRED

ZONING BOARD LIST OF CONDITIONS:

- 1.A traffic study shall be required prior to approval of any development. Any traffic safety measures installed as a result of the development of the subject property shall be installed at the developer's expense.
- 2.A buffer yard shall be established to commensurate with the depth of the established buffer yard to the west of the subject property along the north property line of the Stone Gate development.
- 3.Any non-residential use development south of the northern boundary of the Stone Gate development extended, a fifty-foot buffer yard shall be established as required by code. Any multi-family development shall provide buffer yards as required by code.
- 4.The buffer yard shall be landscaped with a density commensurate to the established buffer yard to the west of the subject property. If the minimum landscaping required by code is installed, a certificate of occupancy may be granted via performance bond for the remaining landscaping which must be installed within the next growing season.
- 5.Lighting shall consist of LED Dark Sky compliant fixtures not higher than thirty-five feet. The level of lighting shall be reduced to a level necessary to provide security lighting only within one half-hour after of the close of business.
- 6.Routine use of PA systems or similar devices outside of buildings on the property shall not be permitted.
- 7.Car washes on the property shall not be located closer than one-hundred twenty-five feet from residential districts, and operate only when the dealership is open for business.
- 8.Billboards shall be prohibited.
9. In addition to ancillary Auto Dealer uses granted in the C-3 district by Special Use, only C-3 uses which are allowed in the C-T Commercial Transitional Zoning District are permitted south of the northern boundary of the Stone Gate development extended.
- 10.ROW- All existing utilities located in the Right-of-Way which are subject to vacation shall be granted a blanket utility and access easement for the maintenance of such utilities.



MARK		REVISION		BY
Engineer: MLS	Checked By: CHKD	Date: 11-29-2023		Scale: 1" = 60'
Technician: MLS		Date: 11-29-2023		T-R-S: TTN-RRW-SS
Project No: 123.0435.01				Sheet C100

DAVENPORT DEALERSHIP

CONCEPT PLAN

DAVENPORT, IOWA



SNYDER & ASSOCIATES

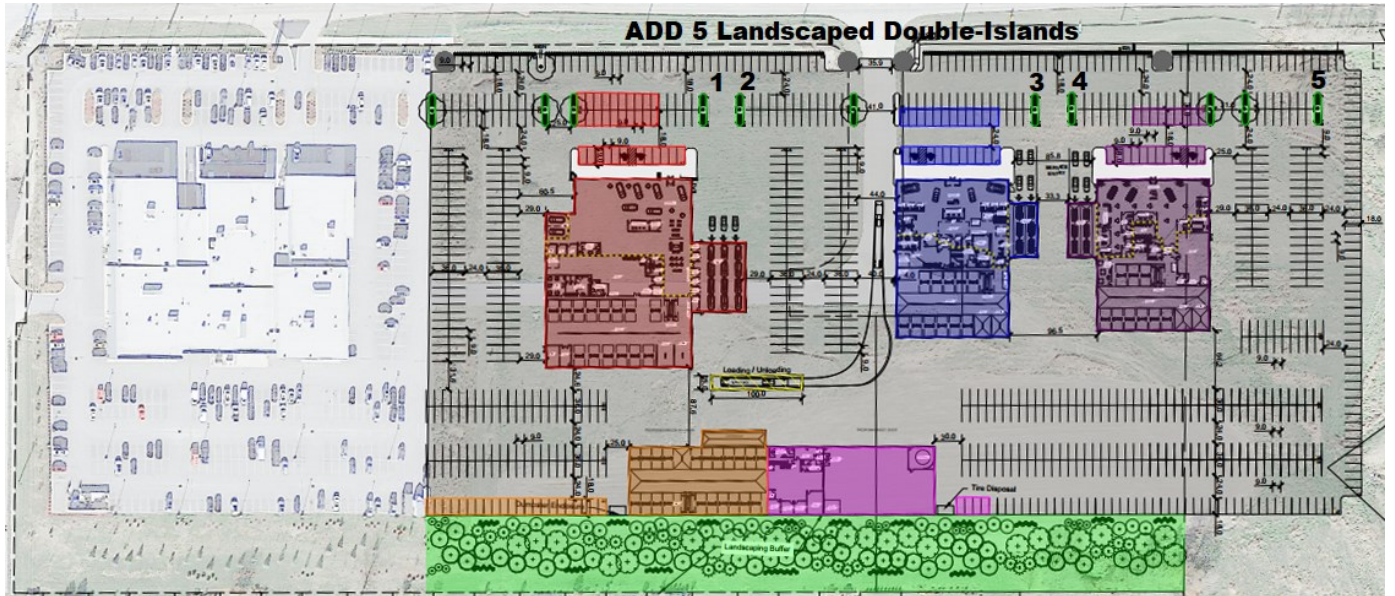
Project No: 123.0435.01

Sheet C100

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-364-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC. |

Exhibit "B" – Additional Landscaped Islands Required (5 Locations)



City of Davenport

Department: Community Planning & Economic Development

Contact Info: Laura Berkley | 563-888-3553

2023-436

Action / Date

10/25/2023

Subject:

Third Consideration: Ordinance for Case REZ23-03 being the request of 53rd Luxury, LLC on behalf of Ed Speer Construction, Inc and Sheila M Speer Living Trust to rezone approximately 16 acres of land generally located southeast of 53rd Street and Spring Street (Speer Commercial Park 1st and 2nd Addition) from C-2 Corridor Commercial District and R-MF Multi-Family Residential District to C-3 General Commercial District. [Ward 8]

Recommendation:

Hold the Hearing.

Background:

The subject property consists of approximately 16 acres of undeveloped land generally located southeast of 53rd Street and Spring Street. The site is adjacent to the Smart Luxury Motors dealership to the west, Hanlin's Creek to the east, and residential neighborhoods to the south.

The applicant, 53rd Luxury LLC, currently operates the Audi, Volkswagen, and Mercedes dealership at the corner of Eastern Avenue and 53rd Street. If a rezoning were approved, the site will be developed for approximately three vehicle dealerships, including Lexus, Hyundai, and Kia. Four buildings are proposed, one for each dealership brand in addition to an office building. The intent is to create a centralized location of car dealerships within Davenport.

This project is related to Case ROW23-04, being the right-of-way vacation of Spring Street, south of 53rd Street. Vacating this section of right-of-way will better facilitate the development of the site. A concept plan has been submitted by the applicant for review.

The Plan and Zoning Commission reviewed Case REZ23-03 at its September 5, 2023 meeting and have recommended approval subject to the listed findings and conditions. The vote has unanimous.

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Commercial Corridor and Residential General.
2. The proposed zoning map amendment to C-3 General Commercial District is compatible with the zoning and uses of nearby developed property.
3. With the proposed conditions recommended by staff, the zoning map amendment will enable the area to be developed in a manner consistent with the surrounding area.
4. With conditions requiring transportation improvements, the proposed zoning map amendment will promote the public health, safety, and welfare of the City.
5. The proposed amendment will not create any nonconformities with future development.

Conditions:

1. A traffic study shall be required prior to approval of any development. Any traffic safety measures installed as a result of the development of the subject property shall be installed at

the developer's expense.

2. A buffer yard shall be established commensurate with the depth of the established buffer yard to the west of the subject property along the north property line of the Stone Gate development.
3. Any non-residential use development south of the northern boundary of the Stone Gate development extended, a fifty-foot buffer yard shall be established as required by code. Any multi-family development shall provide buffer yards as required by code.
4. The buffer yard shall be landscaped with a density commensurate to the established buffer yard to the west of the subject property. If the minimum landscaping required by code is installed, a certificate of occupancy may be granted via performance bond for the remaining landscaping which must be installed within the next growing season.
5. Lighting shall consist of LED Dark Sky compliant fixtures not higher than thirty-five feet. The level of lighting shall be reduced to a level necessary to provide security lighting only within one half-hour after of the close of business.
6. Routine use of PA systems or similar devices outside of buildings on the property shall not be permitted.
7. Car washes on the property shall not be located closer than one-hundred twenty-five feet from residential districts, and operate only when the dealership is open for business.
8. Billboards shall be prohibited.
9. In addition to ancillary Auto Dealer uses granted in the C-3 district by Special Use, only C-3 uses which are allowed in the C-T Commercial Transitional Zoning District are permitted south of the northern boundary of the Stone Gate development extended.

Public Input:

Letters were sent to property owners within 200 feet of the proposed request notifying them of the August 7, 2023 neighborhood meeting and August 15, 2023 Plan and Zoning Commission Public Hearing. In addition, a sign was posted on the property notifying the public of the pending application.

The neighborhood meeting was held at Eastern Avenue Library on August 7th at 5:30pm. There were approximately twelve members of the public in attendance. Topics of conversation and concerns raised by abutting homeowners included development of the site for multiple car dealerships, site layout, traffic, access points, site lighting, landscaping, buffering adjacent homes, stormwater management, and potential development of the southern portion of the property.

The Public Hearing was held on August 15, 2023, where neighbors voiced generally similar concerns as those voiced at the neighborhood meeting.

Approval Standards for Map Amendments (Chapter 17.14.040)

The Plan and Zoning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan and Zoning Commission and the City Council must consider the following standards. The approval of amendments is based on a balancing of these standards.

The attached staff report from the September 5, 2023 Plan and Zoning Commission meeting includes further review of the rezoning request and approval standards.

ATTACHMENTS:

Type	Description
 Ordinance	Ordinance
 Backup Material	Staff Report - P&Z 9-5-23
 Backup Material	Zoning Map
 Backup Material	Vicinity, Zoning, & Future Land Use Map
 Backup Material	Application
 Backup Material	Exhibits
 Exhibit	Building Renderings
 Exhibit	Buffer Yard Existing Conditions
 Backup Material	Public Notice
 Backup Material	Minutes of Neighborhood Meeting-Applicant Copy
 Backup Material	Neighborhood Meeting Attendance List

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	9/28/2023 - 8:43 AM

ORDINANCE NO. 2023-436

AN ORDINANCE FOR CASE REZ23-03 BEING THE REQUEST OF 53RD LUXURY, LLC ON BEHALF OF ED SPEER CONSTRUCTION, INC AND SHEILA M SPEER LIVING TRUST TO REZONE APPROXIMATELY 16 ACRES OF LAND GENERALLY LOCATED SOUTHEAST OF 53RD STREET AND SPRING STREET (SPEER COMMERCIAL PARK 1ST AND 2ND ADDITION) FROM C-2 CORRIDOR COMMERCIAL DISTRICT AND R-MF MULTI-FAMILY RESIDENTIAL DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned to "C-3 General Commercial District":

THE EAST SIXTY FEET OF LOT 1 OF THE FINAL PLAT OF SPEER COMMERCIAL PARK 1ST ADDITION AND LOT 1 AND OUTLOT A OF THE FINAL PLAT OF SPEER COMMERCIAL PARK 2ND ADDITION BEING A REPLAT OF LOTS 2 AND 3 AND OUTLOT 1 OF SPEER COMMERCIAL PARK 1ST ADDITION TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA.

Section 2. That the following findings and conditions are hereby imposed upon said rezoning:

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Commercial Corridor and Residential General.
2. The proposed zoning map amendment to C-3 General Commercial District is compatible with the zoning and uses of nearby developed property.
3. With the proposed conditions recommended by staff, the zoning map amendment will enable the area to be developed in a manner consistent with the surrounding area.
4. With conditions requiring transportation improvements, the proposed zoning map amendment will promote the public health, safety, and welfare of the City.
5. The proposed amendment will not create any nonconformities with future development.

Conditions:

1. A traffic study shall be required prior to approval of any development. Any traffic safety measures installed as a result of the development of the subject property shall be installed at the developer's expense.
2. A buffer yard shall be established commensurate with the depth of the established buffer yard to the west of the subject property along the north property line of the Stone Gate development.

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8. Billboards shall be prohibited.
9. In addition to ancillary Auto Dealer uses granted in the C-3 district by Special Use, only C-3 uses which are allowed in the C-T Commercial Transitional Zoning District are permitted south of the northern boundary of the Stone Gate development extended.

Section 3. At its September 5, 2023 meeting, the City Plan and Zoning Commission voted to forward Case REZ23-03 to the City Council with a recommendation for approval subject to the listed findings and conditions.CD

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

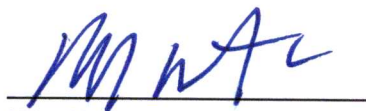
First Consideration September 27, 2023

Second Consideration October 11, 2023

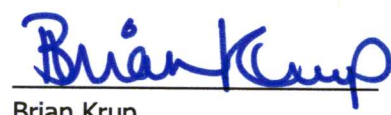
Approved October 25, 2023

Published in the *Quad-City Times* on November 2, 2023

Attest:


Mike Matson
Mayor




Brian Krup
Deputy City Clerk

City of Davenport
Plan and Zoning Commission-Staff Report
September 5, 2023

Case REZ23-03: Request of 53rd Luxury, LLC on behalf of Ed Speer Construction, Inc. and Sheila M Speer Living Trust to rezone approximately 16 acres of land generally located southeast of 53rd Street and Spring Street (Speer Commercial Park 1st and 2nd Addition) from C-2 Corridor Commercial District and R-MF Multi-Family Residential District to C-3 General Commercial District. [Ward 8]

Background:

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The applicant, 53rd Luxury LLC, currently operate the Audi, Volkswagen, and Mercedes dealership at the corner of Eastern Avenue and 53rd Street. If a rezoning were approved, the site will be developed for approximately three vehicle dealerships, including Lexus, Hyundai, and Kia. Four buildings are proposed, one for each dealership brand in addition to an office building. The intent is to create a centralized location of car dealerships within Davenport.

This project is related to Case ROW23-04, being the right-of-way vacation of Spring Street, south of 53rd Street. Vacating this section of right-of-way will better facilitate the development of the site. A concept plan has been submitted by the applicant for review.

Why is a Zoning Map Amendment Required?

The subject property is currently split zoned between C-2 Corridor Commercial District and R-MF Multi-Family Residential District. The applicant is petitioning a rezoning to C-3 General Commercial District for the purpose of developing the site for one or more vehicle dealerships. The principal use 'Vehicle Dealership-With Outdoor Storage/Display' is a special use in the C-3 District. If the rezoning request is approved, the applicant will need to apply for a Special Use Permit, which is reviewed and approved by the Zoning Board of Adjustment.

Comprehensive Plan:

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Future Land Use Designation:

1. **Commercial Corridor (CC)** – Well-established corridors located along high-volume major streets dominated by retail and office uses that serve the greater community. Development is generally newer and redevelopment is not anticipated within the 20 year planning horizon. Improvements should focus on façade and site improvements, including pedestrian circulation systems and consolidated/updated signage. (Approximately 5.5 acres)
2. **Residential General (RG)** - Designates neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner stores, etc. generally oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land

use mix and density, with the exception along edges and transition areas, where higher intensity may be considered. (Approximately 10.5 acres)

Zoning:

The subject property is currently split zoned between the following zoning districts:

1. **C-2 Corridor Commercial District** (Approximately 5.5 acres): This district is intended to address the commercial corridors that are primarily oriented toward a mix of retail, personal service, and office uses along arterial streets and collector streets adjacent to arterials streets in the City. The C-2 District accommodates auto-oriented development – both individual businesses and retail centers – and mixed-use development, with the intent of improving the pedestrian environment along Davenport’s commercial corridors.
2. **R-MF Multi-Family Residential District** (Approximately 10.5 acres): This district is intended to accommodate a high-density neighborhood environment characterized by a mixture of housing types including single-family dwellings, semi-detached dwellings, two-family dwellings, townhomes and multi-family dwellings. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-MF District.

This district is intended to accommodate higher-intensity commercial development within the City of Davenport that serves both local and regional markets. The C-3 District addresses medium- and large-scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential uses are also allowed to facilitate a mixed-use orientation where appropriate.

Technical Review:

City Departments reviewed the proposed Zoning Map Amendment Application for compliance with city ordinances and impacts to regional systems.

Public Input:

Letters were sent to property owners within 200 feet of the proposed request notifying them of the August 7, 2023 neighborhood meeting and August 15, 2023 Plan and Zoning Commission Public Hearing. In addition, a sign was posted on the property notifying the public of the pending application.

The neighborhood meeting was held at Eastern Avenue Library on August 7th at 5:30pm. There were approximately twelve members of the public in attendance. Topics of conversation and concerns raised by abutting homeowners included development of the site for multiple car dealerships, site layout, traffic, access points, site lighting, landscaping, buffering adjacent homes, stormwater management, and potential development of the southern portion of the property.

The Public Hearing was held on August 15, 2023, where neighbors voiced generally similar concerns as those voiced at the neighborhood meeting.

Approval Standards for Map Amendments (Chapter 17.14.040)

The Plan and Zoning Commission recommendation and the City Council decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Plan and Zoning Commission and the City

Council must consider the following standards. The approval of amendments is based on a balancing of these standards.

a. The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.

Staff Response: The property is designated as both Commercial Corridor and Residential General (RG) in the Davenport +2035 Land Use Plan. Residential General allows for neighborhood compatible uses, such as the proposed use.

It is staff's opinion the proposed amendment is consistent with the Comprehensive Plan and adopted land use policies. An amendment to the Comprehensive Plan is not required with this petition.

b. The compatibility with the zoning of nearby property.

Staff Response: The property to the west is also zoned C-3. Properties to the east are zoned C-T. As conditioned, the land south of the proposed dealership location will be more similar to the C-T zoning district and provide a transition area from the residential to the south of the subject property. As conditioned, the additional buffer yard provides further separation between residential zoning districts and higher intensity commercial uses.

It is staff's opinion the proposed zoning amendment is compatible with the established zoning of nearby property.

c. The compatibility with established neighborhood character.

Staff Response: The subject property is located on a high traffic corridor generally surrounded by commercial and medical/office uses, with multiple-family and single-family zoning and uses adjacent to the southern portion of the property.

It is staff's opinion the proposed zoning amendment is compatible with the established neighborhood character.

d. The extent to which the proposed amendment promotes the public health, safety, and welfare of the City.

Staff Response: The proposed zoning map amendment will allow for similar uses as those already existing in the neighborhood. Police, Fire, and emergency crews will be able to adequately service the subject property should the proposed zoning change be granted. Public health and safety shall be not be impacted.

Traffic:

The most recent IA DOT traffic counts for this section of E 53rd Street 27,500 vehicles per day. Due to the ongoing 53rd Street expansion project there are not recent traffic counts.

Crash data can sometimes indicate if there is a problem not clear from data or from observations. At 53rd Street and Spring Street, there were 13 reported crashes in the last 5 years. Approximately 1

crash per year was an angle-type crash that might be eliminated with a traffic signal. There was also approximately 1 crash per year that was a rear-end type of crash. These types of crashes are expected to increase with a traffic signal. The crash data does not indicate any type of on-going problems.

By requiring a traffic study, city staff will have the information needed to determine what level of traffic safety measures are required in order to balance the needs for the development and traffic flow on 53rd Street. The following information has been provided by Engineering:

1. There will be left turn lanes in both directions on 53rd Street at Spring Street as part of the ongoing 53rd Street expansion project.
2. No right turn lanes are shown in the 53rd Street project plans. While a car dealership is unlikely to generate enough traffic to warrant a right turn lane, if the developer is installing the turn lane at their expense, the city would not object to its construction.
3. While there are benefits to traffic signals, a traffic signal causes delays, increases emissions, and increases rear-end crashes. If the traffic study determines a traffic signal is not warranted, Engineering Staff is not supportive of a traffic signal installation/ If a traffic signal is warranted as a result of this development, the developer would be required to install the signal at their expense.

Stormwater: Stormwater for this development will be addressed by utilizing the regional detention basin within the subject property and stormwater detention and water quality will be part of the site plan and civil review of the development. In addition, as part of the 53rd Street expansion project currently underway, stormwater detention was installed under 53rd Street to address stormwater collected by 53rd Street that is eventually released into Hanlin's Creek.

e. The suitability of the property for the purposes for which it is presently zoned, i.e. the feasibility of developing the property in question for one or more of the uses permitted under the existing zoning classification.

Staff Response:

The land along 53rd Street is a heavily used arterial corridor. As such, higher end uses, such as those allowed by the C-3 district should be permitted for orderly development and consistency with development needs.

It is staff's opinion that the proposed zoning map amendment will enable the area to be developed in a manner consistent with Davenport's neighborhoods and commercial corridors.

f. The extent to which the proposed amendment creates nonconformities.

Staff Response: The proposed rezoning will not create any nonconformities.

Dimensional standards, such as lot area, lot width, setbacks, building coverage, and impervious surface will be addressed during the site plan/development process.

It is staff's opinion that the proposed amendment will not create any nonconformities as the property is developed.

Staff Recommendation:

Staff recommends Case REZ23-03 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions.

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Commercial Corridor and Residential General.
2. The proposed zoning map amendment to C-3 General Commercial District is compatible with the zoning and uses of nearby developed property.
3. With the proposed conditions recommended by staff, the zoning map amendment will enable the area to be developed in a manner consistent with the surrounding area.
4. With conditions requiring transportation improvements, the proposed zoning map amendment will promote the public health, safety, and welfare of the City.
5. The proposed amendment will not create any nonconformities with future development.

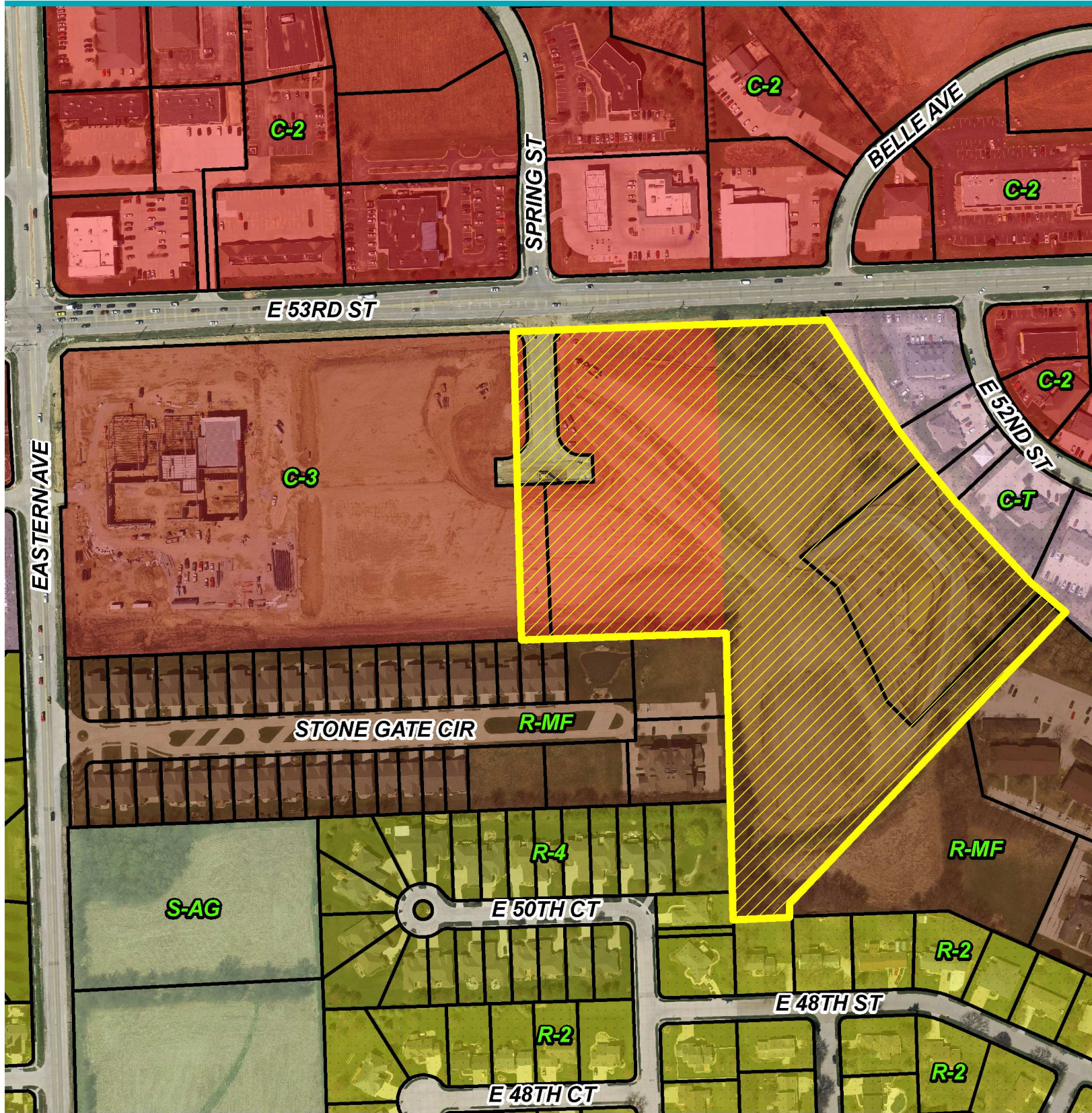
Conditions:

1. A traffic study shall be required prior to approval of any development. Any traffic safety measures installed as a result of the development of the subject property shall be installed at the developer's expense.
2. A buffer yard shall be established commensurate with the depth of the established buffer yard to the west of the subject property along the north property line of the Stone Gate development.
3. Any non-residential use development south of the northern boundary of the Stone Gate development extended, a fifty-foot buffer yard shall be established as required by code. Any multi-family development shall provide buffer yards as required by code.
4. The buffer yard shall be landscaped with a density commensurate to the established buffer yard to the west of the subject property. If the minimum landscaping required by code is installed, a certificate of occupancy may be granted via performance bond for the remaining landscaping which must be installed within the next growing season.
5. Lighting shall consist of LED Dark Sky compliant fixtures not higher than thirty-five feet. The level of lighting shall be reduced to a level necessary to provide security lighting only within one half-hour after of the close of business.
6. Routine use of PA systems or similar devices outside of buildings on the property shall not be permitted.
7. Car washes on the property shall not be located closer than one-hundred twenty-five feet from residential districts, and operate only when the dealership is open for business.
8. Billboards shall be prohibited.
9. In addition to ancillary Auto Dealer uses granted in the C-3 district by Special Use, only C-3 uses which are allowed in the C-T Commercial Transitional Zoning District are permitted south of the northern boundary of the Stone Gate development extended.

Rezoning Request

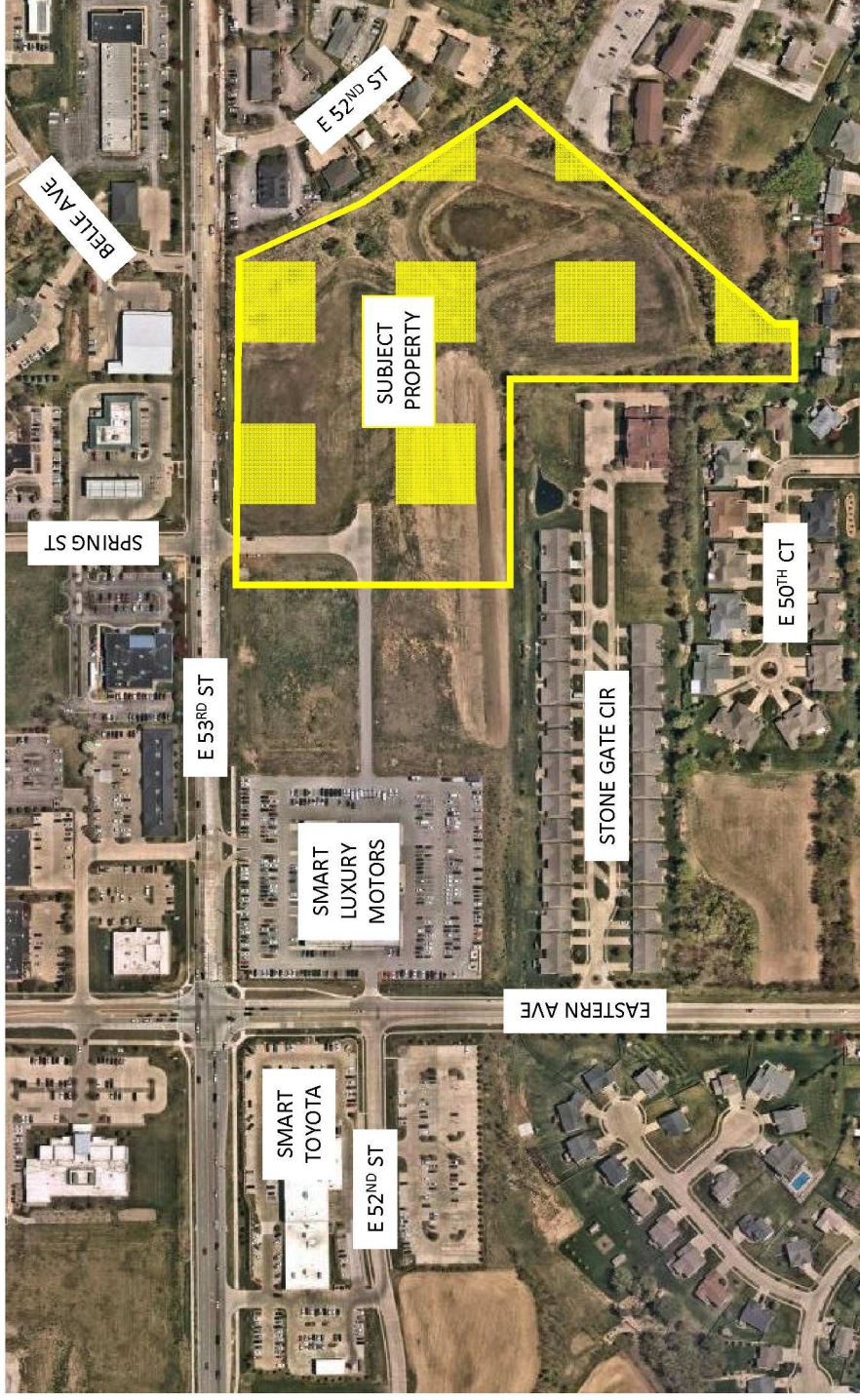
Case REZ23-03: Request of 53rd Luxury, LLC on behalf of Ed Speer Construction, Inc. and Sheila M Speer Living Trust to rezone approximately 16 acres of land generally located southeast of 53rd Street and Spring Street (Speer Commercial Park 1st and 2nd Addition) from C-2 Corridor Commercial District and R-MF Multi-Family Residential District to C-3 General Commercial District. [Ward 8]

 Subject Property



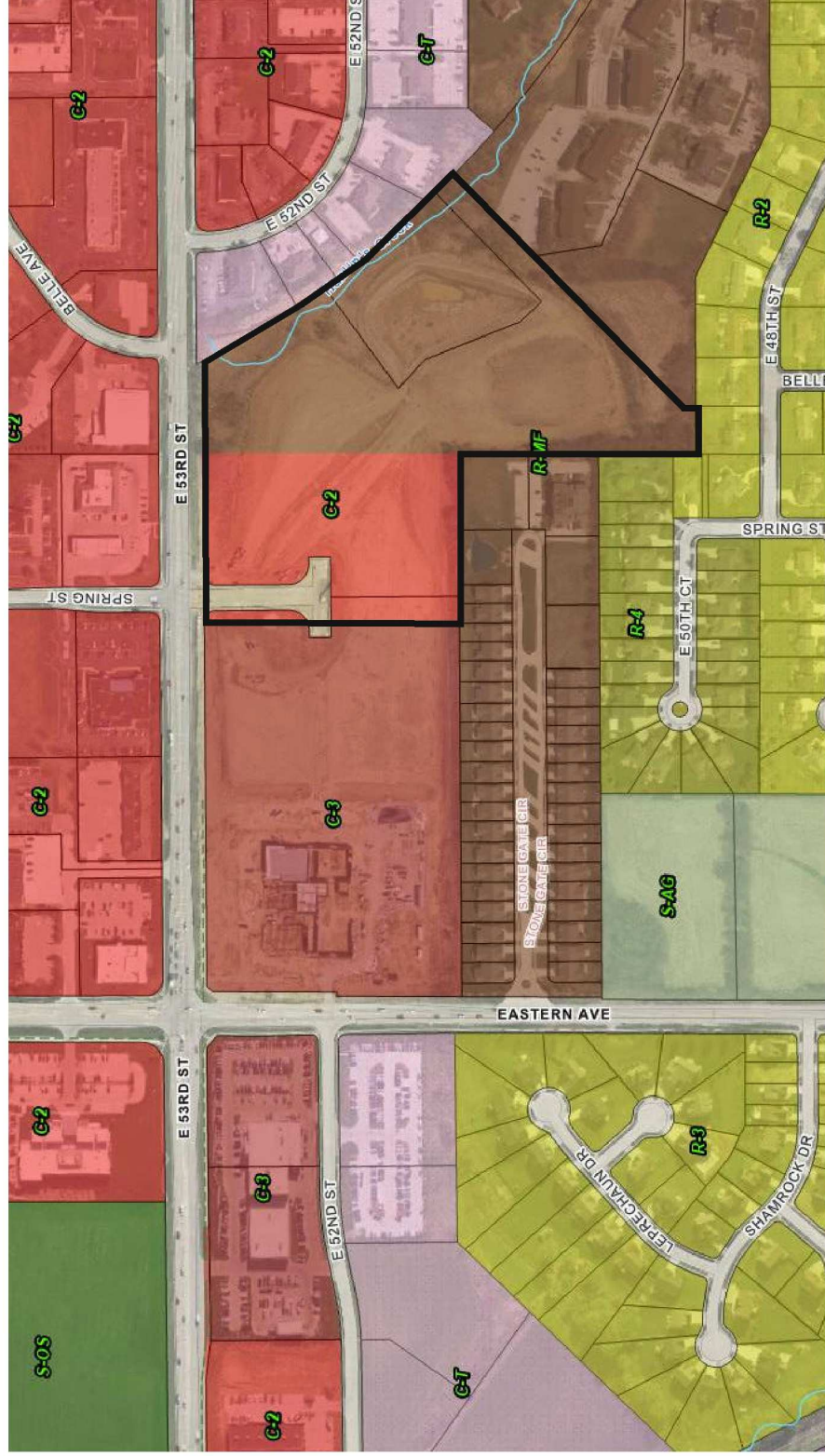
Vicinity Map

DAVENPORT
IOWA | USA



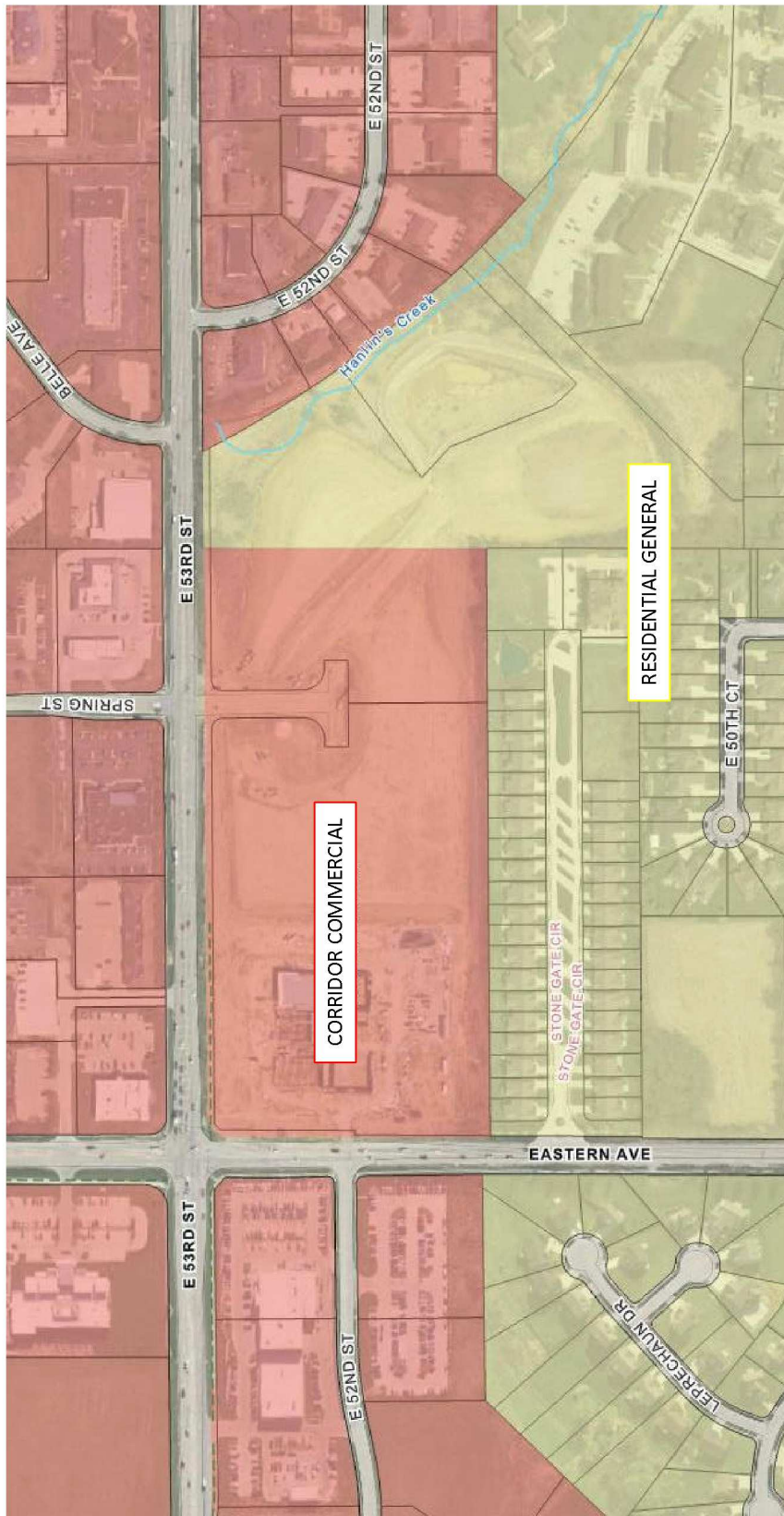
Zoning Map

DAVENPORT
IOWA | USA



Future Land Use Map

DAVENPORT
IOWA | USA





CITY OF DAVENPORT
Public Works - DNS Planning
1200 E. 46th St.
Davenport, IA 52807

Office 563.326.6198
planning@davenportiowa.com
davenportiowa.com/citycode

APPLICATION FOR
REZONING
(Map Amendment)

DATES: PRE-APP	SUBMITTAL	PUBLIC HEARING
07/05/2023	07/13/2023	08/15/2023

PROJECT TITLE

53rd & Spring Auto Dealership

SITE ADDRESS OR GENERAL LOCATION DESCRIPTION
S of E 53rd St at Spring St and E of Spring St

NEIGHBORHOOD MEETING DATE / TIME / LOCATION

8/7/23 5:30 pm Eastern Branch Library - 6000 Eastern Ave

ZONING DISTRICT	EXISTING	PROPOSED	SQ. AREA
	C-2; R-MF	C-3	16.009 ac

COMPLETE SUBMITTALS SHALL INCLUDE: **SUBMITTED**

Concept/Development Plan ☐

Consent to Rezone/legal interest Affidavit* ☒
* shall include owner contact information

Legal Description* (bearing & distance) ☐
* shall include a MS Word or Text file

Legal Description Dimensioned Sketch ☒

Application Fee* ☐
* required for a complete application

Rezoning Fee Schedule

Land Area	Fee
Less than 1 acre	\$400
1 to less than 10 acres	\$750 plus \$25/acre
10 acres or more	\$1,000 plus \$25/acre

1 to 3 site notice signs are required based on lot size; \$10 each

PROJECT NARRATIVE: (submit separate sheet if needed)

Applicant seeks to rezone the following auditor parcels to C-3: N0709A02, N0710A04, N0710A0LA. The Applicant's intention is to develop the property for use with one or more motor vehicle dealerships, including outdoor storage. The Applicant intends to also submit a special use permit request to the Zoning Board of Adjustment at the appropriate time.

Contact Development & Neighborhood Services (DNS)
Planning Division at planning@davenportiowa.com with any
questions, for additional information, and to submit this form.

APPLICANT INFORMATION

APPLICANT NAME
53rd Luxury LLC

ADDRESS
5201 N. Grape Road

CITY, STATE, ZIP
Mishawaka, IN 46545

PHONE
(574) 272-2009

SECONDARY PHONE
(480) 334-4323

E-MAIL ADDRESS
cpustelak@gurleyleep.com

Acceptance of Applicant

I, the undersigned, certify that the information on this application to the best of my knowledge, is true and correct. I further certify that I have a legal interest in the property in question, and/or that I am legally able to represent all other persons or entities with interest in this property.

In addition to the application fee, I understand I am responsible for attendance at each meeting on the public hearing/zoning calendar. The City reserves the right to require further site studies as necessary, such as a traffic study.

Chris Pustelak, VP of 53rd Luxury LLC

Type Applicant's Name

Applicant's Signature

Date

DEVELOPMENT TEAM

Property Owner

See following page for owner's and information.

Address

Phone

Secondary Phone

E-Mail Address

Project Manager/Other

John W. Hofmeyer IV, Attorney with Arenson Law Group, PC

Address
425 Second St SE, STE 900, Cedar Rapids, IA 52401

Phone
(319) 731-0543

Secondary Phone
(319) 400-8785

E-Mail Address
jhofmeyer@arensonlaw.com

Supplemental Answer to "Property Owners" (p.1)

Property Owner 1 Auditor's Parcel Nos. N0710AOLA and N0710A04

Ed Speer Construction, Inc.

Address

5426 – 157th Street, Grimes, IA 50111

Phone 1

Phone 2

Email

Property Owner 2 Auditor's Parcel No. N0709A02

Sheila M Speer Living Trust

Address

2221 Oak Road NE, North Liberty, IA 52317

Phone 1

Phone 2

Email

Authorization to Act as Applicant

I/We, Ed Speer Construction, Inc.

[as property owner(s)]

authorize Chris Pustelak, VP, and John Hofmeyer, attorney, for 53rd Luxury LLC

[the above person(s)]

to act as applicant, representing me/us before the following board: Plan & Zoning Commission

for the property located at Auditor's Parcel Nos. N0710AOLA and N0710A04.

Signature(s)*

*Please note: original signature(s) or images of them are required.

Date

Application Form Types

Plan and Zoning Commission

Zoning Map Amendment (Rezoning)
Planned Unit Development
Zoning Ordinance Text Amendment
Right-of-way or Easement Vacation

Zoning Board of Adjustment

Special Use
Hardship Variance
Zoning Appeal
Nonconforming Use Appeal

Design Review Board

Design Approval
Demolition Request in the Downtown
Demolition Request in the Village of
East Davenport

Historic Preservation Commission

Certificate of Appropriateness
Landmark Nomination
Demolition Request

Authorization to Act as Applicant

I/We, Sheila M Speer Living Trust
[as property owner(s)]
authorize Chris Pustelak, VP, and John Hofmeyer, attorney, for 53rd Luxury LLC
[the above person(s)]
to act as applicant, representing me/us before the following board: Plan & Zoning Commission
for the property located at Auditor's Parcel No. N0709A02.

Signature(s)*

*Please note: original signature(s) or images of them are required.

Date

Application Form Types

Plan and Zoning Commission

Zoning Map Amendment (Rezoning)
Planned Unit Development
Zoning Ordinance Text Amendment
Right-of-way or Easement Vacation

Zoning Board of Adjustment

Special Use
Hardship Variance
Zoning Appeal
Nonconforming Use Appeal

Design Review Board

Design Approval
Demolition Request in the Downtown
Demolition Request in the Village of
East Davenport

Historic Preservation Commission

Certificate of Appropriateness
Landmark Nomination
Demolition Request

A4-1

Elevations

DONOT SCALE
This drawing is for informational purposes only. It is not to be used for construction. Any errors, omissions, or inconsistencies shall be the responsibility of the client. No warranty is made by the architect.

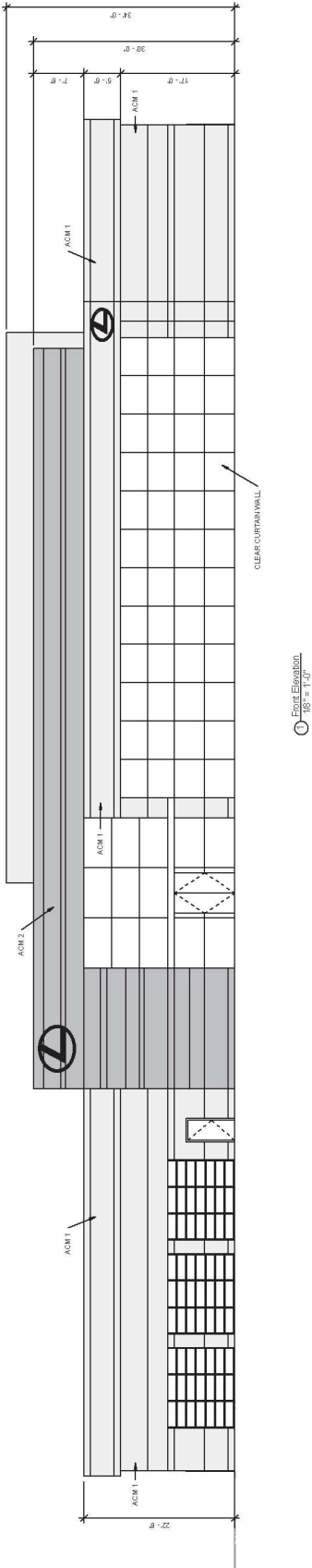
Project: 21122
Drawn By: KTM
Checked: KTM

Revision: Max | Date | Remark

Lexus
Davenport, Iowa

Custom Facilities
www.customfacilities.com

CONSULTING ARCHITECTS
DESIGN BUILD
5200 Market Street
Davenport, IA
52701-4475
TEL: 319-234-4475
FAX: 319-234-4475



Exterior Elevations

Revision		
Mark	Date	Remark

5/29/2023 3:24:56 PM
Seal

CUSTOM FACILITIES
Client Project Information
www.customfacilities.com

Architectural drawing of the front elevation of a building. The drawing shows a long, low structure with a grid of windows. The left side is labeled "DAVENPORT" and the right side is labeled "SERVICE". The drawing includes dimensions: 8'-00" for the width and 1'-10" for the height. A scale bar indicates 1" = 1'-0". The drawing is labeled "3 Front Elevation" and "A4.7".

A4-1

Elevations

DONOT SCALE
This drawing is for informational purposes only. It is not to be used for construction. Any errors, omissions, or inconsistencies be discovered are to be corrected by the architect.

Project: 21122

Drawn By: KTM

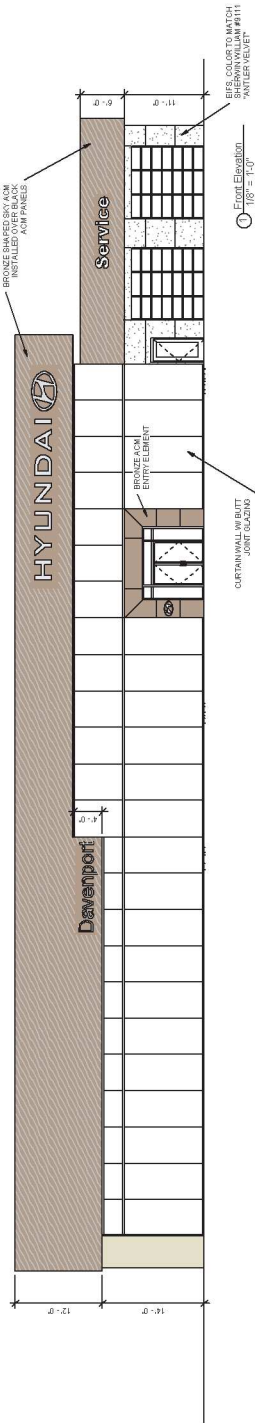
Checked: KTM

Revised: Max | Date | Remark

Hyundai of
Davenport, Iowa

Custom Facilities
www.cutfacilities.com

CONSTRUCTION MANAGER
GENERAL CONTRACTORS
DESIGN/BUILD
C2M Market Drive
Davenport, IA
52704-1000
TEL: 319-229-4466
FAX: 319-229-4475



Legal Description

Lot 1 and Outlot A of Speer Commercial Park 2nd Addition to the City of Davenport, Scott County, Iowa.

Part of the North Half of the Southwest Quarter of Section 7, Township 78 North, Range 4 East of the 5th Principal Meridian, City of Davenport, Scott County, Iowa.

[illegible]









Smart Luxury Motors



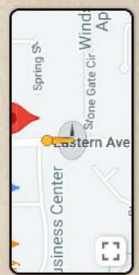
5043 Eastern Ave

Davenport, Iowa



May 2023

See more dates



Google











PUBLIC HEARING NOTICE | PLAN AND ZONING COMMISSION

To: All property owners within 200 feet of the subject property generally located southeast of 53rd Street and Spring Street.

Neighborhood Meeting

Date: 8/7/2023

Time: 5:30 PM

Location: Eastern Avenue Library | 6000 Eastern Avenue

Plan & Zoning Commission Public Hearing Meeting

Date: 8/15/2023

Time: 5:00 PM

Location: Council Chambers | City Hall | 226 West 4th Street

What is this About?

This notice is being sent to inform you that a neighborhood meeting and a public hearing will be held for a Rezoning Request. The subject property is currently zoned C-2 Corridor Commercial District and R-MF Multi-Family Residential District. The property owner is requesting a rezoning to C-3 General Commercial District to develop the site for one or more motor vehicle dealerships, including outdoor storage.

Request/Case Description

Case REZ23-03: Request of 53rd Luxury, LLC on behalf of Ed Speer Construction, Inc. and Sheila M Speer Living Trust to rezone approximately 16 acres of land generally located southeast of 53rd Street and Spring Street (Speer Commercial Park 1st and 2nd Addition) from C-2 Corridor Commercial District and R-MF Multi-Family Residential District to C-3 General Commercial District. [Ward 8]

What are the Next Steps after the Neighborhood Meeting and Public Hearing?

The Plan and Zoning Commission will hold a formal public hearing at their meeting on August 15, 2023. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on September 5, 2023. The Commission's recommendation will be forwarded to the City Council, which will then hold its own public hearing. You will receive a notice of the City Council's public hearing. For the specific dates and times of subsequent meetings, please contact the case planner below.

Would You Like to Submit an Official Comment?

As a neighboring property owner, you may have an interest in commenting on the proposed request via email or in person at the public hearing. Send written comments to planning@davenportiowa.com (no later than 12:00 PM *one day before* the public hearing) or to: Planning, 1200 E 46th St, Davenport IA 52807.

All documents related to the meeting (agenda included) are at "Search Minutes & Agendas": www.cityofdavenportiowa.com/boards Mondays before the meeting/public hearing.

Do You Have Any Questions?

If you have any questions or if accommodations are needed for any reason, please contact the planner assigned to this project (Scott Koops) at scott.koops@davenportiowa.com or 563-328-6701. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Please note items may be removed or tabled to a future hearing date at the request of the Applicant or Commission/Board. Those interested in verifying case actions and/or tablings, please contact Planning at 563-326-6198 or planning@davenportiowa.com for updates.

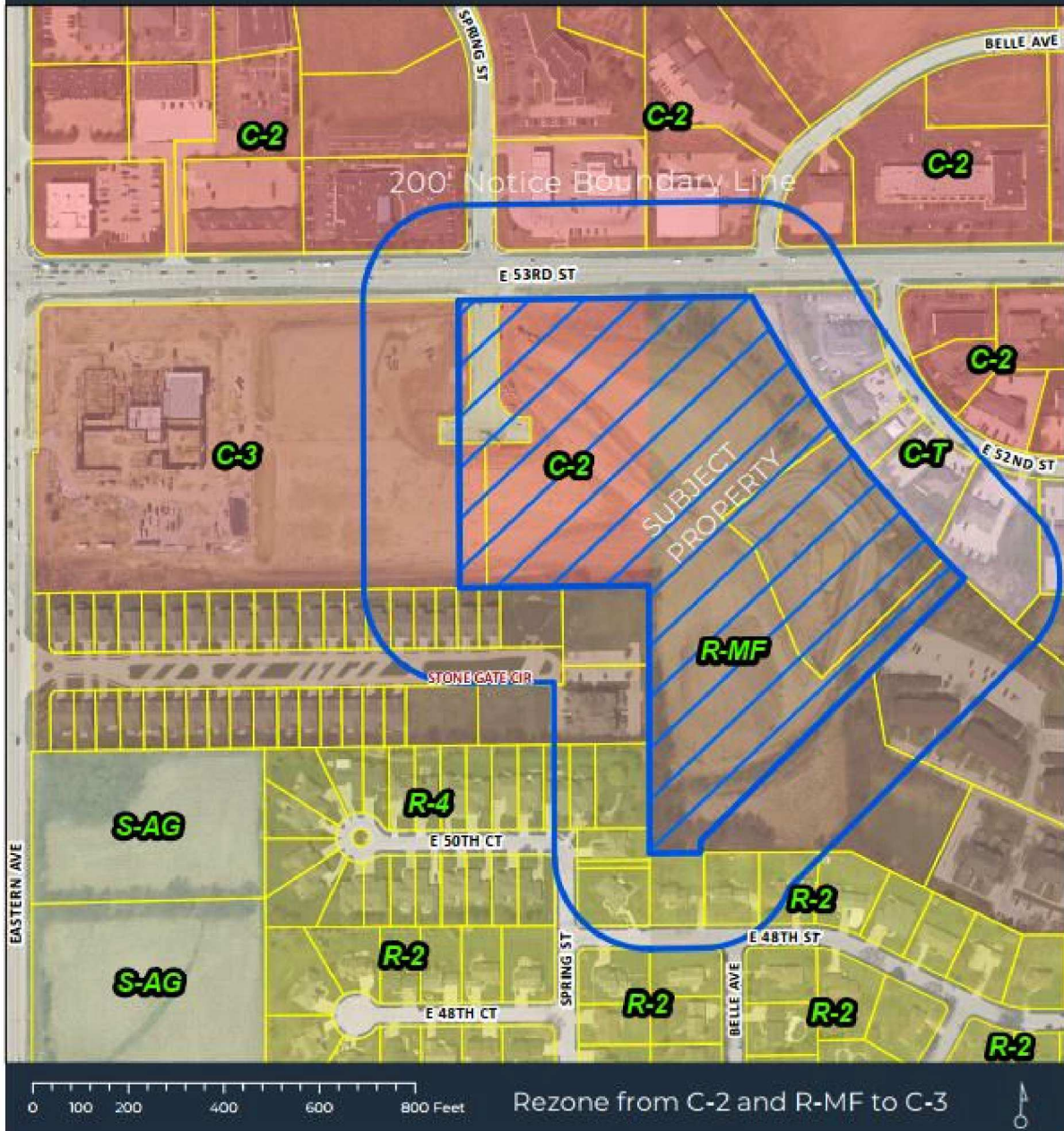


THE CITY OF
DAVENPORT
IOWA | USA

P&Z Notice

CASE#: REZ23-03

Adjacent Property Owner Notice Area



MINUTES OF NEIGHBORHOOD MEETING

Case No: REZ23-03; ROW23-04

Date: Monday, August 7, 2023

Time: 5:30 PM

Location: Eastern Avenue Library, 6000 Eastern Avenue, Davenport, Iowa

John Hofmeyer, IV opened the meeting and identified the city personnel present: Judith Lee, 8th Ward Alderwoman; Kyle Gripp, At-Large Alderman; JJ Condon, At-Large Alderman, and Inghram, Planning and Zoning Commission Chair. Werderitch, Koops, and Berley from the city were also present at the meeting.

Developer gave its presentation as follows:

Michael Leep, Jr., President of applicant/developer, provided information and background on the applicant/developer.

Chip Walker, architect for applicant/developer, made a presentation regarding the preliminary design proposal for the development including three motor vehicle dealerships and supporting buildings.

Eric Cannon, engineer for applicant/developer, made a presentation regarding steps taken to address stormwater runoff and environmental considerations at the site.

The floor was open for questioning and a general discussion was had. Multiple attendees asked questions regarding the following general topics:

1. Why applicant/developer was rezoning the whole parcel for C-3 zoning if only using the northern portion. Applicant/developer advised that there are no current plans to develop the southern portion of the parcel.
2. Whether C-3 zoning would allow development of the southern portion of the parcel for multi-family apartments if rezoned to C-3. City staff advised that multi-family apartments are a permitted use in the C-3 zoning.
3. Stormwater runoff to the east. Applicant/developer advised that all stormwater runoff would be handled through a comprehensive stormwater retention and mitigation system utilizing the existing reservoir and that decisions would be made after detailed analysis to determine the best course of action. Applicant/developer advised further that the site would not utilize "sheet" drainage and would instead utilize inlet (drains) that would take stormwater to the reservoir.
4. An attendee asked about drainage from the Stone Gate Cir. development to the SW, across the property to the reservoir. Another attendee identified that there was a culvert that takes water across between the two reservoirs. Applicant/developer did not provide an opinion on this.
5. A question was presented regarding lighting of the site and spillage. Applicant/developer discussed dark-sky initiatives and the technology that allows new lighting systems to mitigate, if not prevent, light pollution and spillage beyond the property boundaries.

When there were no further questions, John Hofmeyer, IV closed the meeting. City staff took a list of the neighborhood attendees.

Neighborhood Meeting Attendance List

Date:

Time:

Location:

Case:

The purpose of this meeting is to provide an **informal setting to allow courteous discussion** between the developer and adjacent owners, and to answer any questions and concerns about the proposed action. This meeting does not replace the Public Hearing.

	NAME	EMAIL:	PHONE: (optional)	ADDRESS (as shown on the notice map)
1	Scott Bliss	tayloralexmd421@gmail.com		1871 Stone Gate Cir Unit 8
2	Carrie Bliss			" "
3	Mary Ann Hamann			1822 Stone Gate
4	Steve Hamann			" " "
5	Bob Inghram	BINGHAM55@GMAIL		
6	Larry Moss	gmoss47@hotmail.com		1871 Stone Gate Cir Unit 10
7	Carl Osborn	cmmosborne@gmail.com		1820 Stone Gate Circle
8	Mike Osborn	OSBORNMICHAEL@GMAIL.COM		" "
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Neighborhood Meeting Attendance List

Date:

Time:

Location:

Case:

The purpose of this meeting is to provide an **informal setting to allow courteous discussion** between the developer and adjacent owners, and to answer any questions and concerns about the proposed action. This meeting does not replace the Public Hearing.

	NAME	EMAIL:	PHONE: (optional)	ADDRESS (as shown on the notice map)
1	Darren Courville	dcourville@mchsi.com		2026 E. 48th St.
2	Ann Lausen	alausen@gmail.com		1742 Stone Gate Cir
3	Cheryl Luders	caluders@gmail		1871 Stone Gate Cir.
4	JJ LUNDEN			ALDERMAN AT LARGE
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226 West 4th Street
Davenport, Iowa 52801
(563) 326-7765
Planning@ci.davenport.ia.us

Complete application can be emailed to planning@ci.davenport.ia.us

Property Address* S of E 53rd St at Spring St and E of Spring St (see attached legal)

*If no property address, please submit a legal description of the property.

Applicant (Primary Contact)**

Name:	Chris Pustelak, VP
Company:	53rd Luxury LLC
Address:	5201 N. Grape Road
City/State/Zip:	Mishawaka, IN 46545
Phone:	(574) 272-2009
Email:	cpustelak@gurleyleep.com

Application Form Type:

Plan and Zoning Commission

Zoning Map Amendment (Rezoning)	☒
Planned Unit Development	☐
Zoning Ordinance Text Amendment	☐
Right-of-way or Easement Vacation	☐
Voluntary Annexation	☐

Owner (if different from Applicant)

Name:	Ed Speer Construction, Inc. and Sheila
Company:	See attached.
Address:	
City/State/Zip:	
Phone:	
Email:	

Zoning Board of Adjustment

Zoning Appeal	☐
Special Use	☒
Hardship Variance	☐

Design Review Board

Design Approval	☐
Demolition Request in the Downtown	☐
Demolition Request in the Village of East Davenport	☐

Engineer (if applicable)

Name:	Eric D. Cannon
Company:	Snyder & Associates
Address:	2727 SW Snyder Blvd.
City/State/Zip:	Ankeny, IA 50023
Phone:	515.964.2020x2556
Email:	ecannon@snyder-associates.com

Historic Preservation Commission

Certificate of Appropriateness	☐
Landmark Nomination	☐
Demolition Request	☐

Architect (if applicable)

Name:	Chip Walker
Company:	CFI Design Management, Inc.
Address:	6296 Rucker Rd, Suite C
City/State/Zip:	Indianapolis, IN 46220
Phone:	317.259.0038
Email:	cwalker@cfidm.com

Administrative

Administrative Exception	☐
Health Services and Congregate	
Living Permit	☐

Attorney (if applicable)

Name:	John W. Hofmeyer IV
Company:	Arenson Law Group PC
Address:	425 Second St SE, Ste 900
City/State/Zip:	Cedar Rapids, Iowa 52401
Phone:	319.731.0543
Email:	jhofmeyer@arensonlaw.com

****If the applicant is different from the property owner, please submit an authorization form or an accepted contract for purchase.**

Supplemental Answer to "Property Owners" (p.1)

Property Owner 1 Auditor's Parcel Nos. N0710AOLA and N0710A04

Ed Speer Construction, Inc.

Address

5426 -- 157th Street, Grimes, IA 50111

Phone 1

Phone 2

Email

Property Owner 2 Auditor's Parcel No. N0709A02

Sheila M Speer Living Trust

Address

2221 Oak Road NE, North Liberty, IA 52317

Phone 1

Phone 2

Email

Legal Description

Lot 1 and Outlot A of Speer Commercial Park 2nd Addition to the City of Davenport, Scott County, Iowa.

Part of the North Half of the Southwest Quarter of Section 7, Township 78 North, Range 4 East of the 5th Principal Meridian, City of Davenport, Scott County, Iowa.

Request:

Please describe the special use requested:

Use for franchised motor vehicle dealerships after rezoning approved to C-3.

Existing Zoning: C-2 and MF. Application made contemporaneous with zoning application to C-3.

Submittal Requirements:

- The completed application form.
- A PDF that shows the location and dimensions of existing and proposed improvements affected by the special use. If a paper copy is provided, the maximum size is 11" x 17".
- Description and evidence that demonstrates consistency with the criteria listed in Section 17.14.050 of the Davenport Municipal Code.
- Recorded warranty deed or accepted contract for purchase.
- Authorization form, if applicable. If the property is owned by a business entity, please provide Articles of Incorporation.
- Required fee - \$400.

The Applicant hereby acknowledges and agrees to the following procedure and requirements:

(1) Application:

- Prior to submission of the application for the special use, the applicant shall correspond with Planning staff to discuss the request, potential alternatives and the special use process.
- The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.
- If approved, a new special use application shall be required for any change to any approved special use that does not qualify as an administrative modification.
- Special uses shall expire one hundred eighty days after the date of the approval unless licenses or permits required for the operation or maintenance of the use have been obtained.

(2) Public Notice for the Zoning Board of Adjustment public hearing:

- Planning staff will send a public hearing notice to surrounding property owners.

(3) Zoning Board of Adjustment's consideration of the special use permit:

- Planning staff will perform a technical review of the request and present its findings and recommendation to the Zoning Board of Adjustment.
- The Zoning Board of Adjustment will hold a public hearing and vote on the request.

Description and evidence that demonstrates consistency with the following criteria listed in Section 17.14.050 E. of the Davenport Municipal Code:

#1 The establishment, maintenance, and operation of the proposed special use will not endanger the public health, safety, or welfare.

Special use request is to allow for operation of franchised motor vehicle dealerships and associated activities. Such activities are already conducted at the adjacent property and pose no heightened risk to public health, safety, or welfare. See attached images.

Description and evidence that demonstrates consistency with the following criteria listed in Section 17.14.050 E. of the Davenport Municipal Code:

#2 The proposed special use is compatible with the general land use of adjacent properties and other property within the immediate vicinity.

Special use request is to allow for operation of franchised motor vehicle dealerships and associated activities. Such activities are already conducted at the adjacent property and are in alignment with commercial activities along E 53rd Street and the adjacent properties. See attached images.

Description and evidence that demonstrates consistency with the following criteria listed in Section 17.14.050 E. of the Davenport Municipal Code:

#3 The special use in the specific location proposed is consistent with the spirit and intent of this Ordinance and adopted land use policies.

Special use request is to allow for operation of franchised motor vehicle dealerships and associated activities. Such activities are already conducted at the adjacent property. The uses requested serve the purpose for which the special use ordinance was enacted:

- * use will be substantially similar to adjacent land;
- * improvements and structures will be of similar quality and construction as adjacent existing franchised motor vehicle dealership
- * sound and other aspects of operations will be conducted in a manner substantially similar to existing franchised motor vehicle dealership
- * proposed use will not have a greater impact on neighboring land than adjacent property uses

Date: 6/30/2023

Received by: _____

Date:

Date of the Public Hearing:

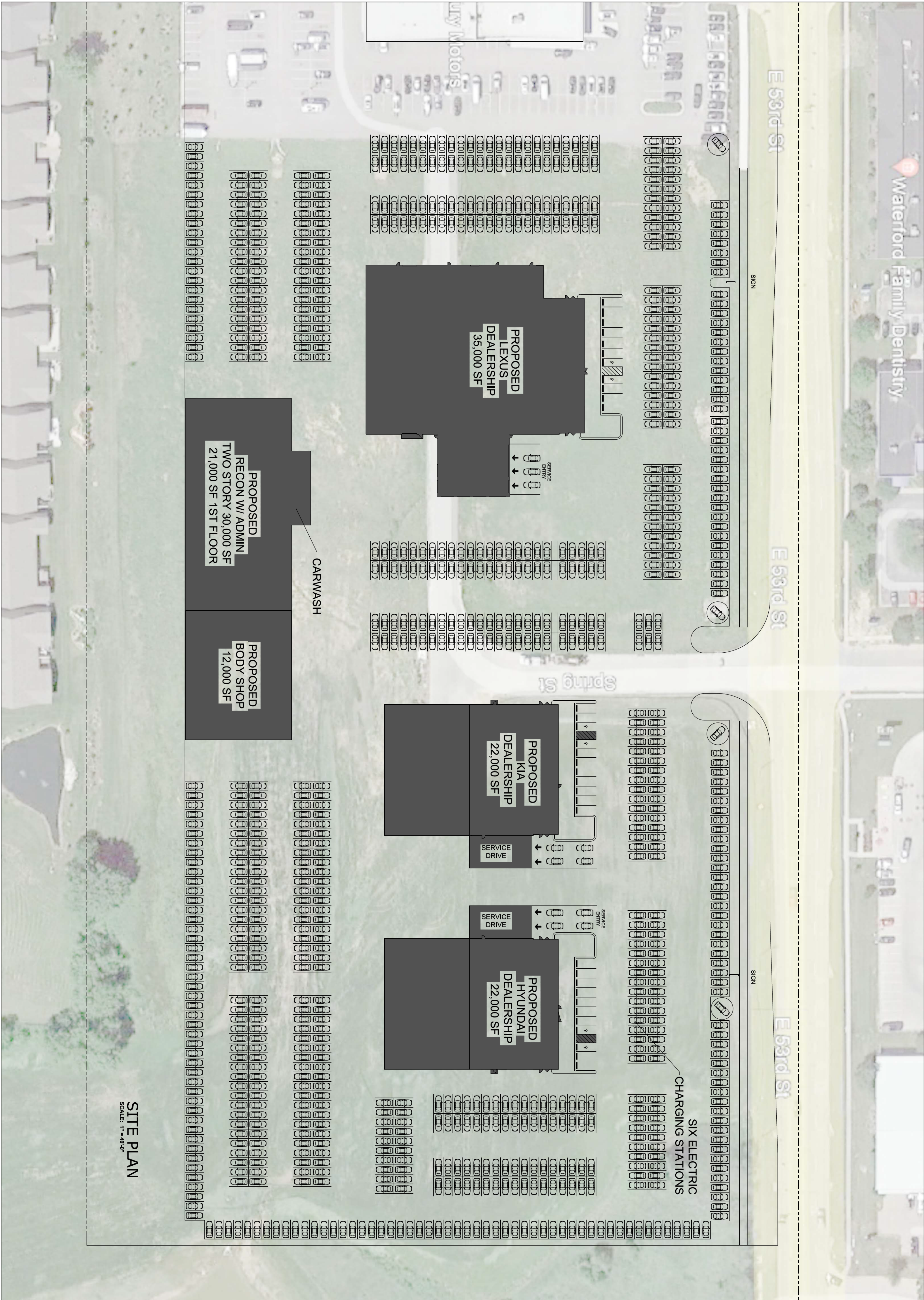
Authorization to Act as Applicant

authorize **Chris Pustelak, VP of 53rd Luxury LLC**

[Signature] 6/30/23

Signature(s)*

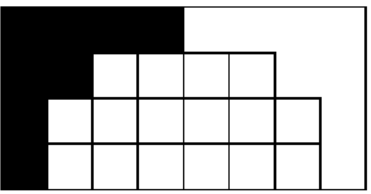
*Please note: original signature(s) required.



SITE PLAN
SCALE: 1" = 40'-0"

CONSTRUCTION MANAGERS
GENERAL CONTRACTORS
DESIGN/BUILD
6296 Rucker Road
Suite C
Indianapolis, IN 46220-486
0
TEL 317-259-0038
FAX 317-259-4785

CUSTOM FACILITIES



www.customfacilities.com

Client Project Information

NEW AUTO SITE

1777 East 53rd Street
Davenport, Iowa
52807

06/29/2023
Seal

Project No.:	20021	
Drawn By:	KTM	
Checked By:	KTM	
Revisions		
Mark	Date	Remarks

DO NOT SCALE
Custom Facilities shall be notified immediately should any errors, omissions, inaccuracies, or discrepancies be discovered and/or on the drawings.

SITE PLAN

ST-1

FIRST AMENDMENT
TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**First Amendment**") is made as of the 9th day of February, 2023 ("**First Amendment Effective Date**"), by and among **ED SPEER CONSTRUCTION, INC.** and **SHEILA M SPEER LIVING TRUST** (collectively "**Seller**"), and **53RD LUXURY LLC** ("**Buyer**"). Seller and Buyer are herein sometimes collectively referred to as the "**Parties**." Except as otherwise defined in this First Amendment, capitalized terms used herein shall have the same meaning as set forth in the REPA. In the event of any inconsistency between the terms and conditions of the REPA and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall control. All terms and conditions of the REPA not modified in this First Amendment shall be governed by the terms and conditions set forth in the REPA.

WHEREAS, the Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement dated September 15, 2022 (the "**REPA**") whereby Seller agreed to sell and Buyer agreed to purchase the real property comprised of vacant lots known as Auditor Parcel Nos. N0709A02, N0710A04, and N0710AOLA (the "**Property**"); and

WHEREAS, the Parties hereto desire to amend the REPA.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Recitals**. The recitals set forth above are incorporated herein as an agreement and understanding of the Parties.

2. **DUE DILIGENCE PERIOD**. Section 7 of the REPA is hereby replaced by the following (underline shows modified language):

7. DUE DILIGENCE. Buyer's obligation to purchase the Property is contingent on satisfaction of or Buyer's waiver of its due diligence as follows:

Buyer shall have through May 31, 2023, and may extend such period for an additional **ninety (90) days** in Buyer's sole discretion by providing notice to Seller of the same (the "Due Diligence Period"), to confirm Buyer's satisfaction, in Buyer's sole discretion, with the condition of, allowed uses for, improvements to, and zoning of the Property-including, but not limited to rezoning the Property however necessary to allow for Buyer's intended use of the Property. Buyer's investigations may include physical, environmental, and other testing and evaluations of the Property that Buyer so desires in its discretion. Seller shall cooperate with Buyer in Buyer's zoning and other applications to relevant third parties, whose approval and authorization Buyer, in Buyer's discretion, desires to obtain- including, but not limited to, any manufacturer/franchiser or city/zoning approvals or input.

Buyer may terminate this REPA for any reason or no reason during the Due Diligence Period. If Buyer terminates this REPA pursuant to this **Section 7**, the Earnest Money Deposit shall be immediately returned to Buyer.

Buyer shall repair all damage done to the Property by such inspection and testing and shall indemnify and hold Seller harmless from any liability arising out of or related to such inspection and testing.

3. **Ratification**. Except as set forth in this First Amendment, Seller and Buyer hereby reaffirm all of the covenants, agreements, terms, conditions, and other provisions of the REPA and hereby agree that the REPA shall remain unmodified and in full force and effect.

4. **Successors and Assigns**. The terms and provisions of this First Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. **Authority**. Each party represents to the other that it has full right, power, and authority to execute this First Amendment.

6. **Applicable Law**. This First Amendment shall be governed by the laws of the State of Iowa, without reference to the conflicts of laws principles of that state which would result in the application of the law of any other jurisdiction.

7. **Entire Agreement**. This First Amendment constitutes the entire agreement between the parties with respect to the subject matters set forth in this First Amendment and supersedes all prior understandings or agreements between the parties related to those subject matters.

8. **Counterparts; Electronic Signatures**. This First Amendment (a) may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument; and (b) may be accepted and signed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and each party's electronic acceptance and signature will be deemed binding between the parties. Each party acknowledges and agrees it will not contest the validity or enforceability of this First Amendment, including under any applicable statute of frauds, because it was accepted and/or signed in electronic form. Electronic records of a party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

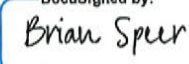
[Signature Page Follows]

[Signature Page to the First Amendment to the Purchase and Sale Agreement]

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

SELLER

Ed Speer Construction, Inc.

By: DocuSigned by:


436C7ED04DB74FA...
signature

Brian Speer Trustee

print name and title

BUYER

53rd Luxury LLC

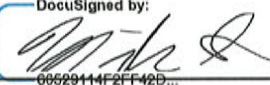
By: 

signature

Michael R. Leep Jr. Manager

print name and title

Sheila M Speer Living Trust

DocuSigned by:


66529114F2FF42D...
signature

Michael Speer Trustee

print name and title

REAL ESTATE PURCHASE AGREEMENT

BETWEEN

53RD LUXURY LLC
AND ITS PERMITTED ASSIGNEE (BUYER)

-AND-

ED SPEER CONSTRUCTION, INC. (A SELLER)

and

SHEILA M SPEER LIVING TRUST (A SELLER)

EFFECTIVE DATE OF REPA

This real estate purchase agreement ("REPA") is made as follows:

EFFECTIVE DATE: _____

SELLER: Ed Speer Construction, Inc. and Sheila M Speer Living Trust

BUYER: 53rd Luxury LLC (and its permitted assignee)

PROPERTY: Vacant Lots; Auditor Parcel Nos. N0709A02, N0710A04, N0710AOLA

RECITALS

A. **WHEREAS**, Ed Speer Construction, Inc., an Iowa corporation ("ESCI") and Sheila M Speer Living Trust (the "Speer Trust") are herein collectively and jointly the "Seller"; and

B. **WHEREAS**, Sellers own certain adjacent parcels of real estate, with all improvements located thereon, located within Davenport, Iowa 52806 and legally described as:

Lot 1 and Outlot A of the Speer Commercial Park 2nd Addition, Davenport, Scott County, Iowa.

[LEGAL DESCRIPTION TO BE ESTABLISHED PURSUANT TO ABSTRACT]

(together, the "**Property**") and Seller now desires to sell to 53rd Luxury LLC and its permitted assignee ("**Buyer**") and Buyer desires to buy all of the Property from Seller; and

C. **WHEREAS**, Seller shall ensure transfer of the Property from the respective title holder and shall collectively sell and transfer all of the Property to Buyer.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **SALE AND PURCHASE.** On the terms and conditions contained herein, Buyer will buy the Property from Seller and Seller will sell the Property to Buyer for the purchase price of [REDACTED] (the "**Purchase Price**"). Buyer shall pay the entire Purchase Price at Closing by wire transfer, certified check, or non-certified check in Seller's sole discretion from Buyer to Seller, or by other methods of payment mutually acceptable to Seller and Buyer. The allocation of the Purchase Price among the parcels shall be as follows:

\$ [REDACTED]	_____	N0709A02
\$ [REDACTED]	_____	N0710A0
\$ [REDACTED]	_____	N0710AOLA
\$ [REDACTED]	_____	Total

The Parties agree that such allocation of the Purchase Price represents the fair market value allocable to each of the parcels to be purchased hereunder, was arrived at by arm's length negotiations, and each Party shall use the numbers and categories set forth above in reporting

the transactions contemplated by this REPA for each Party's federal and state income tax purposes.

2. **EARNEST MONEY.** Buyer shall deliver, within forty-eight (48) hours of the Effective Date, a total of [REDACTED] in earnest money (the "Earnest Money Deposit") to Seller for deposit in Seller's attorney's non-interest-bearing trust account or other escrow account designed by Seller. If Buyer terminates this REPA during the Due Diligence Period (as defined in Section 7 of this REPA) for any reason, Seller shall refund the Earnest Money Deposit within seventy-two (72) hours of receiving notice thereof. If Buyer terminates this REPA after the Due Diligence Period has expired, Seller shall be allowed to withhold any alleged actual damages it has incurred from the Earnest Money Deposit before returning the balance and shall provide a statement to Buyer of the alleged damages, which shall remain in escrow if Buyer disputes the damages until such time as the parties agree or obtain a ruling establishing the same. On the Closing Date, Buyer shall receive a credit against the Purchase Price in the amount of the Earnest Money Deposit and Buyer shall pay balance due hereunder by wire transfer of immediately available funds to Seller's Attorney's trust account or appropriate closing agent agreed between the parties.

3. **CLOSING.** The "Closing," shall be deemed to take place at the Real Estate, provided, however, that the parties may decide to conduct their various portions of the closing remotely or at such other location mutually selected by the parties **thirty (30) days** after all of Buyer's conditions are satisfied (the "Closing Date"). Notwithstanding the foregoing, and so long as delay will not prevent Buyer from obtaining zoning and other government approvals desired by Seller to construct and use the property for a motor vehicle dealership, Seller shall have the right to extend and delay the Closing Date up to **six (6) months** in Seller's discretion; provided, however, that Buyer shall have the right in all circumstances to require the Closing to occur on or before **December 31, 2023**. The Closing Date is a material condition of this REPA for both Seller and Buyer—time being of the essence—and may not be changed or extended except by agreement in writing signed by both Parties hereto. The Parties shall cooperate to take all reasonable actions necessary to Close the transaction as soon as practicable. All utilities, property taxes, and assessments will be prorated as of the Closing Date.

4. **TITLE AND SURVEY.** Seller shall promptly obtain one or more abstracts of title to the Property (the "Abstract") continued through the Effective Date, and deliver it to Buyer, Buyer's designated attorney, or the title company selected by Buyer within **twenty-one (21) days**. It shall show marketable title in Seller in conformity with this REPA, Iowa law, the title standards of the Iowa State Bar Association, and Buyer's title company (if any). Buyer will have **ten (10) business days** after receiving the Abstract to review the Abstract and to notify Seller in writing if Buyer disapproves of any exceptions shown in the Abstract. Those exceptions to which Buyer does not object are referred to below as the "Permitted Exceptions." If Buyer disapproves of any exceptions to marketable title that will not be extinguished upon closing, Seller shall have **ten (10) business days** after receiving notice of Buyer's disapproval to either (a) remove the exception(s) or (b) provide Buyer with assurances, satisfactory to Buyer in its reasonable discretion, that the exception(s) will be removed before Closing. If Seller does neither (a) nor (b) within the **ten (10) business day** period, then Buyer may either (i) terminate this REPA within **ten (10) business days** after receipt of Seller's title cure notice by written notice to Seller without further obligation of Buyer or Seller (and return of the Earnest Money to Buyer), or (ii) waive any such matter(s), in which case any matters included in Buyer's title disapproval notice and not included in Seller's title cure notice shall be included in the Permitted Exceptions. Seller's existing mortgage(s) of the Property that will be extinguished at Closing shall be Permitted Exceptions. If Closing is delayed

due to Seller's inability to provide marketable title, this REPA shall continue in force and effect until Buyer rescinds this REPA after giving **ten (10) business days'** written notice to Seller. The Abstract shall become the property of Buyer when the Purchase Price is paid in full.

5. **DAMAGE AND DESTRUCTION.** Seller will retain all risk of loss prior to the Closing Date. If the Property incurs any damage or destruction or if any part of the Property is condemned or threatened with condemnation before the Closing Date, then Buyer may terminate this REPA on written notice to Seller. In the event that Buyer or Buyer's consultants determine that the result of Buyer's investigations are required to be reported to governmental authorities, then Buyer will first notify Seller of its intentions to make such notification and allow Seller a reasonable opportunity to determine if it concurs that such notification is necessary. If Buyer and Seller are not in agreement as to the requirements of notification, they shall designate a mutually agreeable qualified attorney practicing in environmental law whose determination as to required disclosures shall bind the parties. The parties shall equally share the expense of such third-party attorney. This provision shall survive without limitation as to time and shall survive termination or expiration of this REPA or the real estate Closing.

6. **COMMISSIONS.** Seller agrees to pay a commission to Hawkeye Commercial Real Estate Company, per a separately negotiated agreement between Seller and that company.

7. **DUE DILIGENCE.** Buyer's obligation to purchase the Property is contingent on satisfaction of or Buyer's waiver of its due diligence as follows:

Buyer shall have **ninety (90) days** after entering into this REPA, and may extend such period for an additional **ninety (90) days** in Buyer's sole discretion by providing notice to Seller of the same (the "Due Diligence Period"), to confirm Buyer's satisfaction, in Buyer's sole discretion, with the condition of, allowed uses for, improvements to, and zoning of the Property—including, but not limited to rezoning the Property however necessary to allow for Buyer's intended use of the Property. Buyer's investigations may include physical, environmental, and other testing and evaluations of the Property that Buyer so desires in its discretion. Seller shall cooperate with Buyer in Buyer's zoning and other applications to relevant third parties, whose approval and authorization Buyer, in Buyer's discretion, desires to obtain—including, but not limited to, any manufacturer/franchiser or city/zoning approvals or input.

Buyer may terminate this REPA for any reason or no reason during the Due Diligence Period. If Buyer terminates this REPA pursuant to this **Section 7**, the Earnest Money Deposit shall be immediately returned to Buyer.

Buyer shall repair all damage done to the Property by such inspection and testing and shall indemnify and hold Seller harmless from any liability arising out of or related to such inspection and testing.

8. **PRORATIONS.** All receipts and disbursements of the Property shall be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price shall be adjusted on the following basis:

- a. Property Taxes/Special Assessments. Seller shall pay all real estate taxes that are due and payable in the fiscal year in which possession is given, and any unpaid real

estate taxes payable in prior years. Buyer shall pay all subsequent real estate taxes. Seller shall pay all personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation all supplemental taxes attributable to the period before the Closing Date. At Closing, Seller shall pay Buyer, or Buyer shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks, and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession. Seller shall be obligated to pay and shall timely pay any special assessments due and payable pre-Closing on the Property.

- b. Utility Charges. Charges for utilities, including water, sewer, electric, and gas, shall be prorated, if necessary, within **thirty (30) days** after the Closing Date based on the then most recent bills for such services. Seller shall pay for all utility services to the Property for all periods before the Closing and Buyer shall pay for all utility services to the Property for the Closing Date and all periods thereafter.

9. **DEED; OTHER DOCUMENTS.** On the Closing Date, Seller shall execute and deliver to Buyer a warranty deed, in the form attached hereto as **Schedule 9.1**, conveying the Property to Buyer free and clear of all liens and encumbrances except the Permitted Exceptions. On or before the Closing, Buyer and Seller shall execute a Closing Statement, Groundwater Hazard Statement, and Declaration of Value Statement, all in the form attached hereto as **Schedule 9.2**, recording the Purchase Price and all charges and credits provided for herein, and any other documents reasonably requested by either party to either perfect title (subject to the Permitted Exceptions) or to facilitate or accommodate this transaction and the Closing thereof.

10. **POSSESSION.** Buyer shall be entitled to possession on the Closing Date, provided Buyer has paid the Purchase Price and performed all other covenants or obligations of Buyer hereunder.

11. **SELLER'S REPRESENTATIONS.** Seller represents and warrants to Buyer as follows, that at Closing:

- a. Seller ECSI is a corporation, duly organized and existing under the laws of the State of Iowa and has all necessary authority to enter into this REPA and to carry out its obligations hereunder. Seller Speer Trust is a trust, duly formed under the laws of the State of Iowa and has all necessary authority to enter into this REPA and to carry out its obligations hereunder.
- b. Each Seller has good and marketable title to the Property, free and clear of all liens, security interests and other charges and encumbrances, except the Permitted Exceptions. As of the Closing Date, no entity or individual, other than Buyer, shall have any leasehold interest or right to possess the Property or any portion thereof except as may be specifically negotiated in a written document acceptable to Buyer and Seller.
- c. Seller hereby warrants that it has not received any notice alleging or claiming any violation of building, safety, fire, zoning, health, environmental, or other laws, rules, or

regulations affecting the Property and Seller will notify Buyer promptly if Seller receives any such notice prior to Closing. Subject to Buyer's right to rezone the Property and complete Buyer's due diligence pursuant to **Section 7**: the Property is sold in "**AS-IS**" condition; SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED IN RESPECT OF THE PROPERTY OR ANY PART THEREOF, EITHER AS TO ITS FITNESS FOR USE, DESIGN, OR CONDITION OR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE, AS TO QUALITY OR THE MATERIAL OR WORKMANSHIP THEREIN, LATENT OR PATENT, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY BUYER POST-CLOSING.

- d. Except for Seller's real estate mortgage(s), which will be extinguished upon Closing, there are no liens of any type or kind, including without limitation, governmental special assessments, contractor's liens, tax liens, and environmental liens, that have been filed or assessed, or are expected to be filed or assessed against the Property.
- e. To the extent of Seller's knowledge, Seller has received no notice from any governmental agency of any pending or threatened proceedings in eminent domain or otherwise, which would affect the Property, or of any present violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Property.
- f. Seller is not a "foreign person" as that term is defined in Internal Revenue Code § 1445 and will provide a certificate to the same at Closing.
- g. The representations and warranties of Seller in this REPA will be true and correct as of the Closing Date, Seller agrees to notify Buyer in writing of any material changes prior to the Closing Date, and the representations and warranties shall survive Closing with the same force and effect as if made on the Closing Date.
- h. For purposes of this REPA, the following definitions shall apply:

"Environmental Laws" means any federal, state or local or foreign statute, law, rule or regulation relating to: (a) releases, discharges, spills, leaks or emissions (or threatened releases, discharges, spills, leaks or emissions) of Hazardous Substances; (b) the manufacture, handling, transport, use, treatment, storage or disposal of Hazardous Substances or materials containing Hazardous Substances; or (c) otherwise relating to pollution of the environment by Hazardous Substances or the protection of human health from injury from Hazardous Substances.

"Environmental Permits" means all permits, licenses, approvals, and other authorizations required under applicable Environmental Laws.

"Hazardous Substances" means (a) substances, chemicals or materials in concentrations regulated under any applicable federal, state or local or foreign statute, law, rule or regulation, including, without limitation, the following federal statutes and their state counterparts, as well as such statutes' implementing regulations as amended from time to time and as interpreted by administering agencies—the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide, and Rodenticide Act, and



the Clean Air Act; (b) regulated concentrations of petroleum and petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde, polychlorinated biphenyls and radon gas; and (c) any other substances, chemical or materials in concentrations with respect to which a federal, state or local or foreign agency requires environmental investigation, monitoring, reporting or remediation.

- i. Hazardous Substances have not been generated, used, treated, or stored on, or transported to or from, the Property in violation of any Environmental Laws;
 - ii. Hazardous Substances have not been released or disposed of on, under, or migrating from, or in groundwater under, any of the Property;
 - iii. Seller is in material compliance with all applicable Environmental Laws and the requirements of all Environmental Permits pertaining to the Property;
 - iv. Seller has disposed of all wastes, including those containing any Hazardous Substances, in material compliance with all applicable Environmental Laws and there is no on-site or off-site location to which Seller has transported any hazardous substances relating to the Property which site is the subject of any federal, state, local or foreign government action or other investigation;
 - v. There are no pending or threatened, past administrative, regulatory or judicial claims, actions, suits, investigations, demands, proceeding or notices of violation relating in any way to any Environmental Law or Environmental Permit ("Environmental Claim") against either Seller or the Property;
 - vi. There are no circumstances with respect to any parcel of the Property that could (i) form the basis of an Environmental Claim against Seller or the Property or (ii) cause the Property to be subject to any restrictions on ownership, occupancy, use or transferability under any applicable Environmental Law;
 - vii. There are not now, and never have been any non-disclosed underground storage tanks containing Hazardous Substances located on or under the Property; and
 - viii. There are no pending applications for issuance or renewal of any Environmental Permits for the operations conducted at the Property;
 - ix. Seller has no knowledge of any defects, whether structural, surface, or subsurface including any environmental conditions or the existence or nonexistence of any toxic or hazardous waste relating to the Property whether latent or patent in any instance; and
 - x. No person has unlawfully used the Property in connection with the generation, release, disposal, storage, treatment or transportation of hazardous substances, hazardous waste, pollutants or contaminants at any time prior to the date of Closing.
- i. No mechanic's liens or claims liable to give rise to mechanics' liens exist with respect to the Property.
- j. There are no claims, losses, investigations, litigation or proceedings, administrative or judicial, present, pending or threatened, by any person or entity which will in any way affect the Property. In the event any such proceedings arise, Seller shall use its best efforts to settle and resolve the same and to the extent they affect the Property and are not settled prior to the Closing Date, Buyer may, at its option, terminate this REPA whereupon neither party shall have further rights against or obligations to the other hereunder.

- k. Seller has complied in all material respects with and is not in violation of applicable federal, state or local statutes, laws and regulations materially affecting the operation of the Property. Seller is unaware of any title or zoning restrictions or other laws or ordinances restricting the use of the subject Property as it is now being used.
- l. In the event, prior to Closing, Seller receives notice of any material violations of any law, ordinance, order or requirement of any governmental authority affecting the Property, Seller shall advise Buyer thereof and shall promptly commence such steps as are necessary or appropriate to cure such violations at its expense.
- m. Seller shall reasonably assist and cooperate with Buyer in obtaining all assignments and consents required to effectuate the consummation of the transaction contemplated herein, including but not limited to the obtaining of all requisite city, county, state and federal government approvals (if any) relating to the transaction.

12. **ASSIGNMENT.** Buyer shall not assign any of its rights or obligations under this REPA without the prior written consent of Seller, except that Buyer may transfer all of its rights hereunder to a business entity controlled by Buyer ("Permitted Assignee") and in which Buyer is the majority shareholder, member, or owner. By accepting any such assignment, a Permitted Assignee consents to all of the terms, conditions, and covenants of this REPA, and agrees to perform as the Buyer hereunder. No such assignment by Buyer shall relieve Buyer of its obligations under this REPA and Buyer and any Permitted Assignee shall be jointly and severally liable for performance of said obligations. Any such assignment shall be evidenced by an Assignment and Assumption Agreement in substantially the same form as attached hereto in **Schedule 12**. Seller may not assign or transfer any of its rights or obligations under this REPA without the prior written consent of Buyer. Any Permitted Assignee shall represent to Seller that it is duly organized and validly existing under the laws of the state in which it was organized and it has all necessary power and authority to enter into this REPA and to carry out its obligations hereunder. In the event of an assignment pursuant to this **Section 12**, the term "**Buyer**" as used in this REPA, or any related security agreement, promissory note, guaranty, or mortgage, shall include Buyer's Permitted Assignee.

13. **NO MATERIAL ADVERSE CHANGE.** As of the Closing Date, there shall have been no event, development, or condition that had or could reasonably be expected to have a material adverse effect on the Property or Buyer's ability to operate the Property as part of a new and/or used motor vehicle dealership and related services.

14. **BINDING EFFECT.** This REPA is binding on and inures to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assignees.

15. **REMEDIES FOR DEFAULT.** If Seller defaults in its obligations under this REPA to sell the Property to Buyer on the Closing Date through no fault of Buyer, then Buyer may have the right to specific performance of this REPA or the right to recover all of its general and specific damages.

16. **ATTORNEY FEES.** If an action is instituted to enforce any term of this REPA, the prevailing party shall recover from the losing party its reasonable attorney fees.

17. **NOTICES.** All notices, demands, and requests which may be or are required to be given by either party to the other shall be in writing and shall be personally served on the designated party, delivered by express courier, sent by delivered telegram, telex, scan-email or facsimile transmission (if sent by facsimile transmission a duplicate copy shall be sent by first class mail), United States certified or registered mail, postage prepaid, addressed to the parties as follows unless a party hereto designates otherwise in writing:

If to Seller:
Ed Speer Construction, Inc.
5426 – 157th Street
Grimes, IA 50111

If to Buyer:
53rd Luxury LLC
c/o Chris A. Pustelak, VP
5201 N. Grape Road
Mishawaka, IN 46545

Sheila M Speer Living Trust
2221 Oak Road NE
North Liberty, IA 52317

with copy to:

R. Douglas Wells
Gomez May, LLP
2322 E. Kimberly Rd. Ste.120W
Davenport, IA 52807
wellsd@gomezmaylaw.com

with copy to:

John W. Hofmeyer IV
ARENSEN LAW GROUP, PC
425 Second Street SE
Cedar Rapids, IA 52401
jhofmeyer@arensonlaw.com

Any notice given in the form set forth herein shall be deemed given and received as follows: if delivered, when delivered; if sent by delivered telegram or facsimile transmission on the next business day following the sending thereof; if sent by email, when sent to proper email address without return undeliverable; and if sent by United States mail, on the third (3rd) business day following the mailing thereof.

18. **ENTIRE AGREEMENT.** This REPA sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This REPA supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties with respect to the Property. This REPA may not be modified or amended, or a provision waived, except by a written agreement executed by both parties.

19. **APPLICABLE LAW.** This REPA shall be construed, applied, and enforced in accordance with Iowa law without respect to the principals of choice of laws.

20. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to all terms of this REPA.

21. **TAX-DEFERRED EXCHANGE.** Seller and Buyer agree to cooperate with each other in accomplishing any tax-deferred like-kind exchange(s), provided such exchange(s) will not delay the close of the purchase transaction. Neither Seller nor Buyer shall be required to incur any additional expense that may arise from the 1031 exchange of the other. Seller and Buyer agree to mutually indemnify and hold harmless each other with regard to any liability that may arise out of the other's 1031 exchange, including but not limited to, attorney's fees and costs.

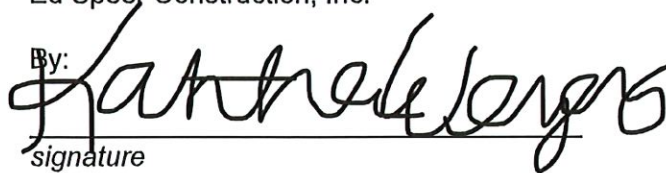
22. THIRD PARTY BENEFICIARIES. The parties' attorneys, solely with respect to work related to the transactions contemplated herein, are intended third-party beneficiaries of this REPA. There are no other third-party beneficiaries to this REPA.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO REPA]

IN WITNESS WHEREOF, the parties have executed this REPA as of the day and year first-above written.

SELLER
Ed Speer Construction, Inc.

By: 
signature

Kathleen Weyers, Executor

print name and title
✓

BUYER
53rd Luxury LLC

By:


signature


print name and title

Sheila M Speer Living Trust


signature

Michael H Speer, Trustee

print name and title

Schedule 9.1
Warranty Deed

See attached.

SELLER

BUYER



Schedule 9.2
Real Estate Closing Statement

See attached.



Ground Water Hazard Statement

To be attached at Closing, if any.



Declaration of Value Statement

To be attached at Closing.

Schedule 12
Assignment and Assumption Agreement (Permitted Assignee)

_____, as _____ for **53rd Luxury LLC** ("Assignor"), in consideration for One Dollar (\$1.00) and other valuable consideration received from _____, a _____, and to that certain Real Estate Purchase Agreement among Assignors, as Buyer, and Ed Speer Construction, Inc., an Iowa limited liability company, and Sheila M Speer Living Trust, as Seller (the "REPA"), to which this is appended on **Schedule 12**.

This assignment shall be governed by, construed by, and enforced in accordance with the laws of the State of Iowa.

Assignor has executed this assignment as of _____.

ASSIGNOR

_____, as _____ of 53rd Luxury LLC

ACCEPTANCE OF ASSIGNMENT OF INTEREST AND ASSUMPTION OF OBLIGATIONS

_____, a _____, the Assignee named in the above Assignment, accepts all rights and obligations of Assignor in the above-referenced REPA, and hereby covenants to Assignor and Seller that by its execution of this document, it shall assume the full performance of each of the representations, warranties, covenants, duties, and conditions set forth in the REPA, and further agrees to indemnify and hold Assignor harmless from any and all claims, causes of action, demands, costs, or judgments of any nature or sort arising out of or as a result of any terms and/or conditions contained or inherent in the REPA.

Assignee has executed this assignment as of _____.

ASSIGNEE

_____, as _____ of _____

CONSENT TO ASSIGNMENT OF INTEREST

Based on the ongoing guaranty of Assignor of all obligations of Assignee under the REPA and the above representations, warranties, and covenants, Ed Speer Construction, Inc. and Sheila M Speer Living Trust hereby consents to the assignment and assumption of obligations set forth above.

Seller has executed this assignment as of _____.

SELLER

Ed Speer Construction, Inc.

Sheila M Speer Living Trust



Michael H Speer, Trustee

CUSTOMER PARKING
1 PER 500 GFA
 $13,245/500 = 26.49$
4 SPACES PER BAY
31 SPACES REQUIRED

30,000 SF TOTAL
9,000 SF OFFICE ON
2ND FLOOR

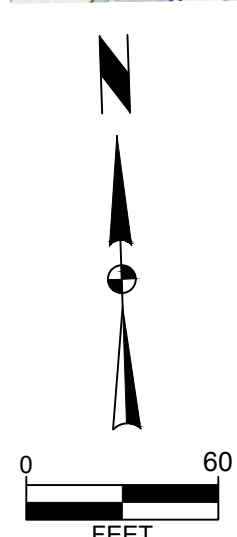
CUSTOMER PARKING
1 PER 500 GFA OFFICE
 $9,000/500 = 18$
4 SPACES PER BAY
22 SPACES REQUIRED

CUSTOMER PARKING
1 PER 500 GFA
 $8,688/500 = 17.38$
4 SPACES PER BAY
22 SPACES REQUIRED

CUSTOMER PARKING
1 PER 500 GFA
 $7,700/500 = 15.40$
4 SPACES PER BAY
20 SPACES REQUIRED

CUSTOMER PARKING
4 SPACES PER BAY
4 SPACES REQUIRED

1. A traffic study shall be required prior to approval of any development. Any traffic safety measures installed as a result of the development of the subject property shall be installed at the developer's expense.
2. A buffer yard shall be established to commensurate with the depth of the established buffer yard to the west of the subject property along the north property line of the Stone Gate development.
3. Any non-residential use development south of the northern boundary of the Stone Gate development extended, a fifty-foot buffer yard shall be established as required by code. Any multi-family development shall provide buffer yards as required by code.
4. The buffer yard shall be landscaped with a density commensurate to the established buffer yard to the west of the subject property. If the minimum landscaping required by code is installed, a certificate of occupancy may be granted via performance bond for the remaining landscaping which must be installed within the next growing season.
5. Lighting shall consist of LED Dark Sky compliant fixtures not higher than thirty-five feet. The level of lighting shall be reduced to a level necessary to provide security lighting only within one half-hour after of the close of business.
6. Routine use of PA systems or similar devices outside of buildings on the property shall not be permitted.
7. Car washes on the property shall not be located closer than one-hundred twenty-five feet from residential districts, and operate only when the dealership is open for business.
8. Billboards shall be prohibited.
9. In addition to ancillary Auto Dealer uses granted in the C-3 district by Special Use, only C-3 uses which are allowed in the C-T Commercial Transitional Zoning District are permitted south of the northern boundary of the Stone Gate development extended.
10. ROW- All existing utilities located in the Right-of-Way which are subject to vacation shall be granted a blanket utility and access easement for the maintenance of such utilities.

[illegible]

DAVENPORT, IOWA

CONCEPT PLAN

SNYDER & ASSOCIATES, INC.



Project No: 123.0435.01

Sheet C100



Public Hearing Notice | Zoning Board of Adjustment

Date: 12/21/2023
Time: 4:00:00 PM

Location: City Hall | 226 W 4th ST | Council Chambers
Subject: Hearing for Special Use | Zoning Board of Adjustment

EXAMPLE NOTICE

To: All property owners within 200' of the subject property: **2051 E. 53rd ST:**

What is this About?

This notice is being sent to inform you that a public hearing will be held for a Special Use. The purpose of the Special Use is to authorize certain special/conditional uses of property which are allowed but require special consideration.

Request/Case Description

Request HV23-18 of 53rd Luxury, LLC at 2051 E 53rd Street for a Special Use to operate at vehicle dealership with outdoor display in a C-3 General Commercial District. [Ward 8]

What are the Next Steps after the Public Hearing?

For approved ZBA requests, the ruling is effective immediately. Rulings of the Zoning Board of Adjustment are final. The applicant may request reconsideration at the next public hearing, and aggrieved parties may file a writ of certiorari with the district court.

Would You Like to Submit an Official Comment?

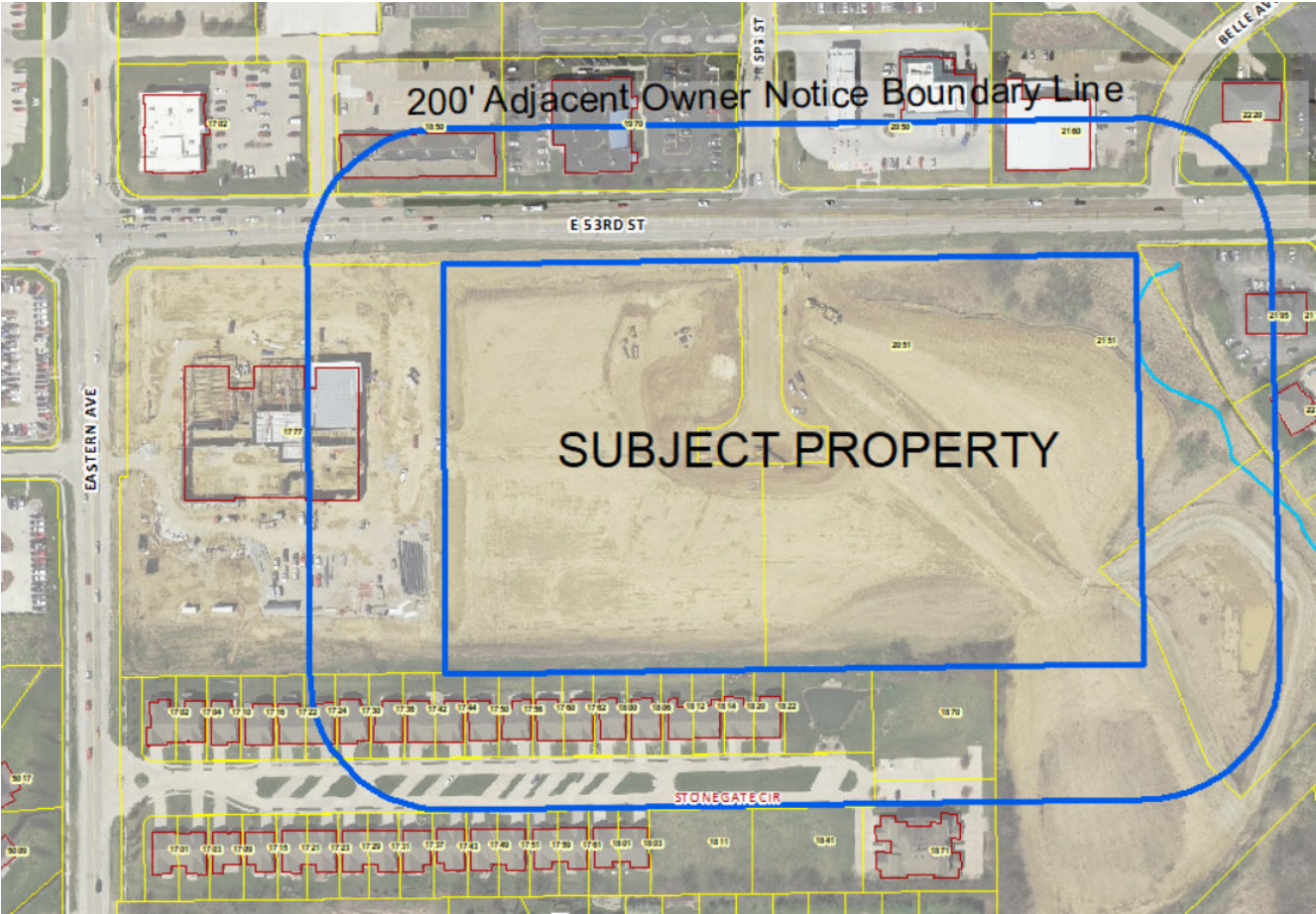
As a property owner/occupant you may have an interest in commenting on the proposed request via email or in person at the public hearing. Official comments must have written signatures sent to planning@davenportiowa.com (no later than 12:00 PM *one day before* the public hearing) or to: Planning, 1200 E 46th St, Davenport IA 52807.

Do You Have Any Questions?

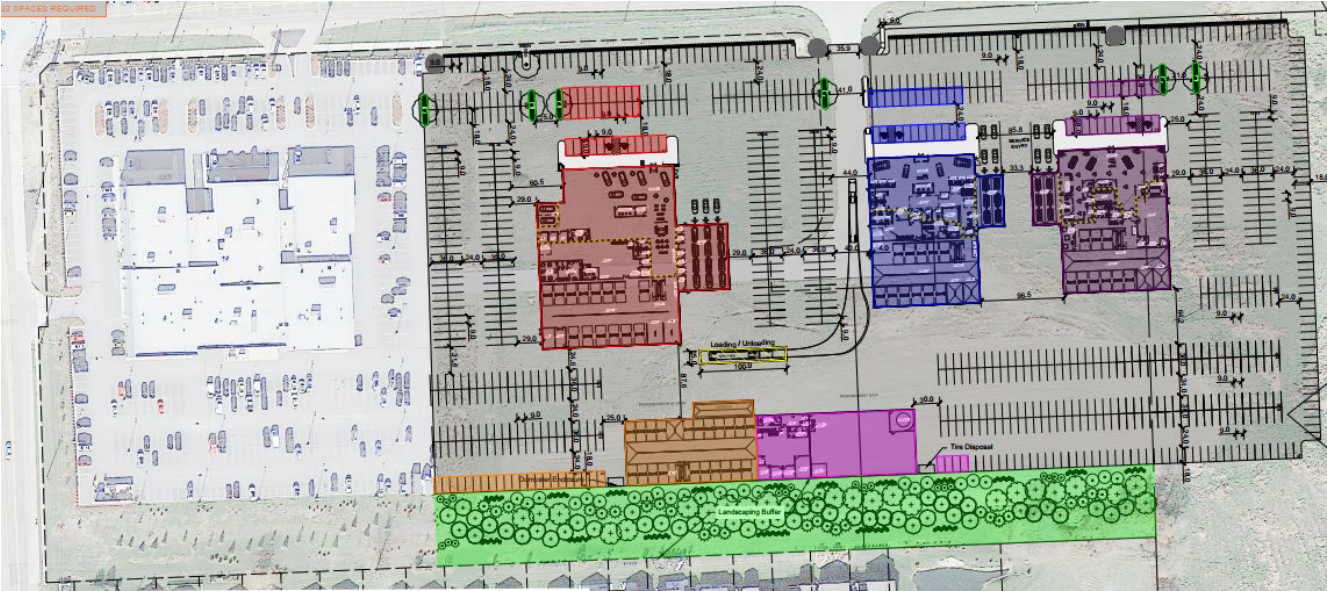
If you have any questions or if accommodations are needed for any reason, please contact the planner assigned to this project (Scott Koops, AICP) at scott.koops@davenportiowa.com or 563-328-6701. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Please note items may be removed or tabled to a future hearing date at the request of the Applicant or Commission/Board. Those interested in verifying case actions and/or tablings, please contact Planning at 563-326-6198 or planning@davenportiowa.com for updates.

Adjacent Owner Notice Area:
Owners within 200' of the Subject Property



SITE PLAN



ParcelId	OwnerName	OwnerAddress1	OwnerCityStZip
N0733-13A	BRENTISE CHESTER L (Deed)	1760 STONE GATE CIR	DAVENPORT IA 52807
N0733-13A	BRENTISE NANCY L (Deed)	1760 STONE GATE CIR	DAVENPORT IA 52807
N0735-01B	FERENAN LLC (Deed)	19151 247TH AVENUE	BETTENDORF IA 52722
Y0717-03N	RADIOLOGY GROUP REAL ESTATE L (Deed)	1970 E 53RD ST	DAVENPORT IA 52807
N0733-19A	OSBORN MICHAEL E (Deed)	1820 STONE GATE CIR	DAVENPORT IA 52807
N0733-19A	OSBORN CARLA J (Deed)	1820 STONE GATE CIR	DAVENPORT IA 52807
N0733-10A	DAVIS JIM L (Deed)	1744 STONE GATE CR	DAVENPORT IA 52807
N0733-10A	DAVIS MICHELLE A (Deed)	1744 STONE GATE CR	DAVENPORT IA 52807
N0733-21A	IRHC LLC (Deed)	2660 E 53RD ST STE 7	DAVENPORT IA 52807
N0733-11A	MARILYN STEFFEN LIVING TRUST (Deed)	1750 STONE GATE CIR	DAVENPORT IA 52807
N0733-11A	HARRY W LONGLEY LIVING TRUST (Deed)	1750 STONE GATE CIR	DAVENPORT IA 52807
N0733-12A	MCCOY KATHRYN J (Deed)	1756 STONEGATE CIR	DAVENPORT IA 52807
N0733-08A	TONEY CHARLES N (Deed)	1736 STONE GATE CIR	DAVENPORT IA 52807
N0710AOLA	ED SPEER CONSTRUCTION INC (Deed)	5426 157TH ST	GRIMES IA 50111
Y0719-01H	JCO PROPERTIES INC (Deed)	PO BOX 5548	CORALVILLE IA 52241
Y0719-01H	KRE LLC (Deed)	1805 STATE ST #101	BETTENDORF IA 52722
Y0719-01J	MONTGOMERY LANDS LC (Deed)	PO BOX 646	BETTENDORF IA 52722
N0709A02	SHEILA M SPEER LIVING TRUST (Deed)	2231 E 45TH ST	DAVENPORT IA 52807
N0733-14A	ROSS RICHARD L (Deed)	1762 STONE GATE CIR	DAVENPORT IA 52807
N0733-14A	ROSS SANDRA K (Deed)	1762 STONE GATE CIR	DAVENPORT IA 52807
Y0717-04B	HAWKEYE REAL ESTATE INVESTMENT (Deed)	2401 CORAL CT - STE 1	CORALVILLE IA 52241
N0733-17A	PEACOCK ANNE (Deed)	1812 STONE GATE CIR	DAVENPORT IA 52807
N0733-00B	STONE GATE EAST ADD HOA (Deed)	2660 E 53RD ST STE 7	DAVENPORT IA 52807
N0733-00B	VILLA D'ESTE CONDO HOA (Deed)		
N0733-09A	LAUSEN RICHARD E (Deed)	1742 STONE GATE CIR	DAVENPORT IA 52807
N0733-20A	STEVEN A HAMANN REVOC TRUST (Deed)	STEVE & MARY ANN HAMANN	DAVENPORT IA 52807
Y0717-08A	DAVENPORT HEALTHCARE INVESTORS LLC (Deed)	800 W MADISON ST - STE 400	CHICAGO IL 60607
N0733-16A	CLEARY ALSTON L (Deed)	1806 STONE GATE CIR	DAVENPORT IA 52807
N0733-16A	CLEARY-BROWN ANGELLA P (Deed)	1806 STONE GATE CIR	DAVENPORT IA 52807
N0733-15A	PAUSCH RICHARD (Deed)	1800 STONE GATE CIR	DAVENPORT IA 52807
N0733-15A	PAUSCH TAMARA SUE (Deed)		
Y0717-07L	KWIK TRIP INC (Deed)	1626 OAK ST	LA CROSSE WI 54602
N0733-18A	CALLAHAN JOHN W JR (Deed)	1814 STONE GATE CIR	DAVENPORT IA 52807
N0733-18A	CALLAHAN SUNCHO (Deed)		
N0733-06A	WALLJASPER RITA K (Deed)	1724 STONE GATE CIR	DAVENPORT IA 52807
N0733-06A	MOORE DOLORES M (Deed)	1724 STONE GATE CIR	DAVENPORT IA 52807
N0735-01C	KANDILA, LLC (Deed)	2165 E 53RD ST	DAVENPORT IA 52807
N0709A01	53RD LUXURY LLC (Deed)	5201 N GRAPE RD	MISHAWAKA IN 46545
N0733-07A	BONNIE L ANDERSON LIVING TRUST (Deed)	1730 STONE GATE CIR	DAVENPORT IA 52807
N0710A04	ED SPEER CONSTRUCTION INC (Deed)	5426 157TH ST	GRIMES IA 50111
N0733H01	WARD CYNTHIA (Deed)	1871 STONE GATE CIR #8140	DAVENPORT IA 52807
N0733H02	LUDERS CHERYL A (Deed)	1871 STONE GATE CIR UNIT 2	DAVENPORT IA 52807
N0733H03	ENO BEVERLY J (Deed)	1871 STONE GATE CIR #8110	DAVENPORT IA 52807
N0733H04	CASTILLO LORRAINE (Deed)	1871 STONE GATE CR #4	DAVENPORT IA 52807
N0733H05	MICHELLE L HAGENS REVOC TRUST (Deed)	1871 STONE GATE CIR #5	DAVENPORT IA 52807
N0733H05	STEVEN D HAGENS REVOC TRUST (Deed)		
N0733H06	THOMSEN CAROLE F (Deed)	1871 STONE GATE CIR #6	DAVENPORT IA 52807
N0733H07	RICHARD J POSTER TRUST (Deed)	1871 STONE GATE CR #7	DAVENPORT IA 52807
N0733H08	BLISS SCOTT A (Deed)	1871 STONE GATE CIR UNIT 8	DAVENPORT IA 52807
N0733H08	MEADOR-BLISS LEAH (Deed)		
N0733H09	PETERS ANNETTE M (Deed)	1871 STONE GATE CR #9	DAVENPORT IA 52807
N0733H10	MOSS GREGORY J (Deed)	1871 STONE GATE CR UNIT 10	DAVENPORT IA 52807
N0733H11	WILLIAMS ASHLEY MARIE (Deed)	1871 STONE GATE CIR #11	DAVENPORT IA 52807
N0733H12	LOEBACH ANGELA C (Deed)	1871 STONE GATE CR #12	DAVENPORT IA 52807