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Date 1-20-99
Cheryl Stufflebeam
dep County Assessor

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DELAWARE COUNTY A...
JAN 20 1999

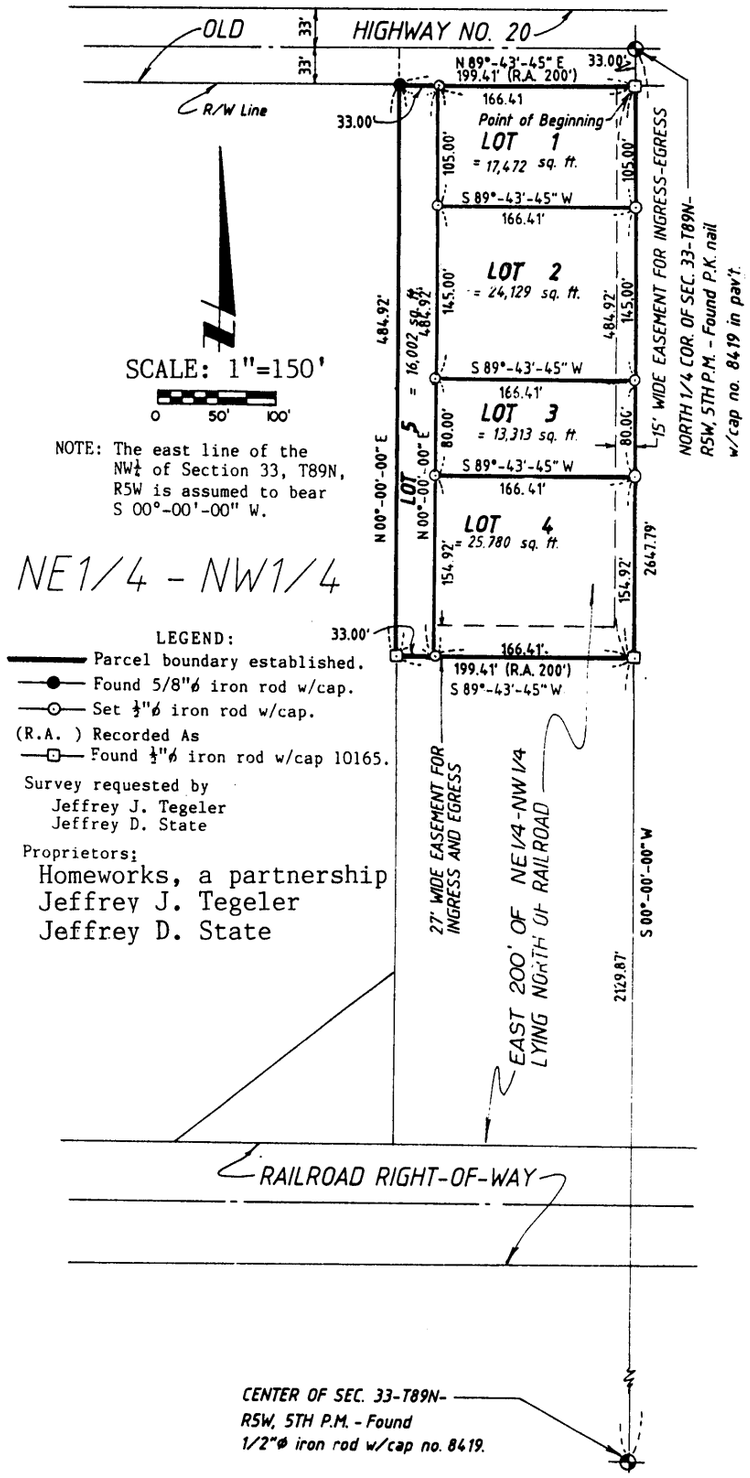
BOOK 1999 PAGE 232
RECORDING FEE
DELAWARE CO RECORDER
$56.00

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MOHN SURVEYING • ROGER R. MOHN • 1888 GREAT RIVER ROAD • LANSING, IOWA 52151 • 319-538-4067

FINAL PLAT
OF
HOMEWORKS SUBDIVISION

A SUBDIVISION OF PARCEL J IN SECTION 33, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF MANCHESTER, DELAWARE COUNTY, IOWA.



LICENSED LAND SURVEYOR
ROGER R. MOHN
10165
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State Of Iowa.

Roger R. Mohn December 9, 1998
Roger R. Mohn *Date*

License Number 10165

My license renewal date is December 31, 2000

Pages or sheets covered by this seal:
Sheet No. 1 of 11 and 2 of 11

Surveyed: May 6, 1996

Sheet No. 1 of 11

LEGAL DESCRIPTION OF HOMEWORKS SUBDIVISION:

HOMEWORKS SUBDIVISION being a subdivision of Parcel J in Section Thirty-three (33), Township Eighty-nine (89) North, Range Five (5) West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, consisting of Lot One (1) through Lot Five (5) containing 17,472 square feet, 24,129 square feet, 13,313 square feet, 25,780 square feet, and 16,002 square feet, respectively, more or less, and more particularly described by metes and bounds as follows:

Commencing at the North 1/4 Corner of Section 33, Township 89 North, Range 5 West of the 5th P.M.; thence S 00°-00'-00" W, 33.00 feet along the east line of the NW1/4 of said Section 33 to the Point of Beginning; thence S 00°-00'-00" W, 484.92 feet along the east line of said NW1/4; thence S 89°-43'-45" W, 199.41 feet; thence N 00°-00'-00" E, 484.92 feet; thence N 89°-43'-45" E, 199.41 feet along the south right-of-way line of Old Highway No. 20 to the Point of Beginning. Said described parcel contains a total of 2.22 acres, more or less. The east line of the NW1/4 of Section 33, T89N, R5W is assumed to bear S 00°-00'-00" W.

OWNER'S CONSENT:

The attached plat represents a survey of "HOMEWORKS SUBDIVSION" being a subdivision of Parcel J in Section 33, Township 89 North, Range 5 West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa.

I (We) Jeffrey D. State, Jeffrey J. Tegeler and Jason N. Nolz, of Delaware County, State of Iowa, do hereby certify that the above survey, as shown by the attached Plat, is made with my (our) free consent and in accordance with my (our) desire.

Jeffrey J. Tegeler

On the 15th day of December, 19 95, before me, a Notary Public in and for said County, personally appeared Jeffrey J. Tegeler, of said County, to me personally known to be the identical person(s) whose name(s) is (are) affixed to the foregoing statement, and acknowledged the same to be his voluntary act and deed.

Witness my hand and seal.

Notary Public in and for the State of Iowa

AMY J. BLUMER
MY COMMISSION EXPIRES
September 5, 1999

OWNERS CONSENT:

The attached plat represents a survey of "HOMEWORKS SUBDIVISION" being a subdivision of Parcel J in Section 33, Township 89 North, Range 5 West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa.

I, Jeffrey D. State, a partner of Homeworks, a partnership, of Delaware County, State of Iowa, do hereby certify that the above survey, as shown by the attached Plat, is made with the free consent and in accordance with the desire of Homeworks, a partnership.

HOMEWORKS, a Partnership

By
Jeffrey D. State - Partner

On the 19th day of January, 1999, before me, a Notary Public in and for said County, personally appeared Jeffrey D. State, of said County, to me personally known to be one of the partners of Homeworks, a partnership, and acknowledged that the instrument was signed on behalf of the partnership by authority of the partners; and that the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by said partner voluntarily executed.

Witness my hand and seal.

VONDA BILLHORN Iowa NOTARIAL SEAL

Notary Public in & for the State of Iowa
VONDA BILLHORN

OWNER'S CONSENT:

The attached plat represents a survey of "HOMEWORKS SUBDIVSION" being a subdivision of Parcel J in Section 33, Township 89 North, Range 5 West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa.

I (We) Jeffrey D. State, Jeffrey J. Tegeler and Jason N. Nolz, of Delaware County, State of Iowa, do hereby certify that the above survey, as shown by the attached Plat, is made with my (our) free consent and in accordance with my (our) desire.

Jeffrey D. State

On the 17th day of December, 19 98, before me, a Notary Public in and for said County, personally appeared Jeffrey D. State, of said County, to me personally known to be the identical person(s) whose name(s) is (are) affixed to the foregoing statement, and acknowledged the same to be his voluntary act and deed.

Witness my hand and seal.

Kristi Kay Burreson
Notary Public in and for the State of Iowa



OWNER'S CONSENT:

The attached plat represents a survey of "HOMEWORKS SUBDIVSION" being a subdivision of Parcel J in Section 33, Township 89 North, Range 5 West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa.

I (We) Jeffrey D. State, Jeffrey J. Tegeler and Jason N. Nolz, of Delaware County, State of Iowa, do hereby certify that the above survey, as shown by the attached Plat, is made with my (our) free consent and in accordance with my (our) desire.

Jason N. Nolz

On the 17th day of December, 19 98, before me, a Notary Public in and for said County, personally appeared Jason N. Nolz, of said County, to me personally known to be the identical person(s) whose name(s) is (are) affixed to the foregoing statement, and acknowledged the same to be his voluntary act and deed.

Witness my hand and seal.

Kristi Kay Burreson
Notary Public in and for the State of Iowa

KRISTI KAY BURRESON
MY COMMISSION EXPIRES
7-31-99

ATTORNEY'S OPINION

I, Thomas J. Hanson, a practicing attorney at law in Manchester, Delaware County, Iowa, have examined the abstract of title to the land included in HOMEWORKS SUBDIVISION, Delaware County, Iowa, on premises more specifically described on Sheet No. 2 of 6 11.

Said abstract has been prepared in its entirety by the Delaware County Abstract Company, Inc., and was last certified to by said company on the 8th day of January, A.D., 1999, at the hour of 8:00 o'clock A.M.

My examination of said abstract shows good and merchantable title on the date and hour of the certification to be in Homeworks, a partnership and Jeffrey D. State and Jeffrey J. Register.

Dated at Manchester, Iowa, in said County, this 15th day of January, 1999.

Attorney at Law-Thomas J. Hanson

CERTIFICATE OF TREASURER

I, the undersigned, Carolyn A. Wilson, Treasurer of Delaware County, Iowa, do hereby certify that all taxes and special assessments against HOMEWORKS SUBDIVISION, Delaware County, Iowa, have been paid and said real estate is free and clear of all taxes as of this date.

SEAL

Dated: January 4, 1999

Carolyn A. Wilson

Carolyn A. Wilson, County Treasurer

STREET RIGHT-OF-WAY DEDICATION

I, Jeffrey D. State, of Delaware County, State of Iowa, do hereby dedicate Lot 5 of HOMEWORKS SUBDIVISION, City of Manchester, Delaware County, Iowa as right-of-way for a public street in the City of Manchester, Delaware County, Iowa. The City of Manchester, Iowa shall become the sole proprietor of said Lot 5 upon acceptance of HOMEWORKS SUBDIVISION, City of Manchester, Delaware County, Iowa by the City of Manchester, Iowa and recording of said HOMEWORKS SUBDIVISION in the records of the Recorder's office of Delaware County, Iowa.

Jeffrey D. State

STATE OF IOWA, DELAWARE COUNTY, SS:

On the 17th day of December A.D., 19 98 before me, a Notary Public in and for said County, personally appeared Jeffrey D. State of said County, to me personally known to be the identical person whose name is affixed to the foregoing statement, and acknowledged the same to be his voluntary act and deed.

Witness my hand and seal.

Kristi Kay Burreson

Notary Public in and for said County

KRISTI KAY BURRESON
MY COMMISSION EXPIRES
7-31-99

CONSENT TO PLATTING

The undersigned representative of the Peoples State Bank, Manchester, Iowa, as mortgage and lien holders of the property platted as Homeworks Subdivision, a Subdivision of Parcel J in Section 33, Township 89 North, Range 5 West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, as described in the Surveyor's Certificate dated December 9, 1998, hereby states that the plat is prepared with its free consent and in accordance with its desire.

PEOPLES STATE BANK
Manchester, Iowa

By Jerry Burke
Jerry Burke - Vice-President

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 19 day of January, 1999, before me, the subscriber, a Notary Public, in and for the above County and State, appeared Jerry Burke, known to me to be Vice-President of Peoples State Bank, Manchester, Iowa, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same as the free act and deed of the Peoples State Bank, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Manchester, Iowa, the day and year aforesaid.

Notary Public In & For the State
Of Iowa

The undersigned representative of the Farmers & Merchants Savings Bank, Manchester, Iowa, as mortgage and lien holders of the property platted as Homeworks Subdivision, a Subdivision of Parcel J in Section 33, Township 89 North, Range 5 West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, as described in the Surveyor's Certificate dated December 9, 1998, hereby states that the plat is prepared with its free consent and in accordance with its desire.

FARMERS & MERCHANTS SAVINGS BANK
Manchester, Iowa

By Eric Anderson E.V.P.
Eric Anderson
Executive Vice-President

THOMAS K. HANSEN NOTARIAL SEAL

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 19 day of January, 1999, before me, the subscriber, a Notary Public, in and for the above County and State, appeared Eric Anderson, known to me to be Executive VP of the Farmers and Merchants Savings Bank, Manchester, Iowa, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same as the free act and deed of the Farmers and Merchants Savings Bank, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Manchester, Iowa, the day and year aforesaid.

Notary Public in & for the State
Of Iowa

RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT

WHEREAS, the plat of *HOMEWORKS* Subdivision, Delaware County, Iowa, affecting premises more specifically described in the LEGAL DESCRIPTION *HOMEWORKS* SUBDIVISION on Sheet 2 of11and Surveyor's Certificate of Roger R. Mohn, dated Dec. 3, 1998, has been filed with the Planning and Zoning Commission of the City of Manchester, Iowa, and after full consideration thereof the same is found to be correct and in accordance with the laws of the State of Iowa, and the ordinances of the City of Manchester, Delaware County, Iowa, with relation to plats and additions to cities;

It is found that a Development Agreement is required to be attached to the final plat.

It is further found that said preliminary and final plat is hereby acknowledged and approved by the Manchester Planning and Zoning Commission with allowance for the following variances per Chapter 127, Subdivision Regulations of the Code of Ordinances of the City of Manchester:

1. Sidewalks shall not be required at this time. The owner or owners of record may be required to construct sidewalks at a future date as directed by the City of Manchester. The cost of said sidewalks shall be assessed to the owner or owners of record of the lots of *HOMEWORKS* Subdivision.

2. That Developers shall not at this time be required to comply with street construction necessary to bring the street surface up to code. That Developers shall dedicate to the City lot 5, for future street purposes. That the width of the dedicated right of way from this subdivision shall be 33 feet and the right of way will dead end pending further developments of adjoining property. The City may, in its sole discretion, when it determines improvements to the street surface to be necessary, require the owners of Lots 1 through 4, collectively, to be responsible for not more than one-half of the cost for improvements made to the street surface. The City shall have the sole discretion to determine the type of street surface and other improvements to be made on the roadway at the time of construction. Developers further agree that each lot adjacent to the street will be assessed equally for such street surface improvement costs. This street will remain eligible for any cost sharing program available at the time of construction.

   Developers shall be solely responsible for maintaining the current graveled street surface in a safe condition until such time as the City determines that street surface improvements should be made as set forth above. Developers, their heirs and/or assigns, hereby agree to indemnify and hold the City harmless for any damages arising from or attributable to failure of Developers to provide for improvements to the street surface.

3. That no sanitary sewer extension shall be required at this time. That a septic tank and/or private sewer system currently serves the building located on lot 4. Such septic tank and/or private sewer system shall be allowed to continue in use provided it complies with state, county and city health regulations, until such time as the City in its sole discretion determines that a sanitary sewer line shall be constructed to serve said property. No existing private sewer or septic tank system may be expanded in any way from its condition as of the date of this agreement, nor shall any new private sewer or septic tank systems be constructed within the subdivision.

4. That no water main extension shall be required at this time. That a private well currently serves the building located on lot 4 and is in place to serve the building on lot 3. Such well shall be allowed to continue in use provided it complies with state, county and city health regulations until such time as the City in its sole discretion determines that a water utility line shall be constructed to serve said properties. No existing well and/or private water system may be expanded in any way from its condition as of the date of this agreement, with the exception of connecting the building on lot 3, nor shall any new well and/or private water systems be constructed within the subdivision.

5. That no storm sewer or other drainage improvements shall be required to be performed by the Developers at this time. The City, in its sole discretion, shall have authority to

provide for installation of water drainage and storm sewer improvements, sanitary sewer improvements, and water utility serving property in the *HOMEWORKS* Subdivision. When the City determines that construction of water utility lines, storm sewer system, and/or sanitary sewer system is necessary and appropriate, the cost for such improvements shall be paid equally by the owners of all lots which are served by said extensions.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa, that said *HOMEWORKS* Subdivision, Delaware County, Iowa, be, and the same is hereby acknowledged, approved and accepted on the part of the Planning and Zoning Commission of the City of Manchester, Delaware County, Iowa and the Commission hereby recommends to the City Council the acceptance of the same and Vice Chairperson and the Secretary are hereby authorized and directed to certify this resolution of approval and affix the same to said plat as provided by law.

Adopted and passed this 9th day of December, AD, 1998.



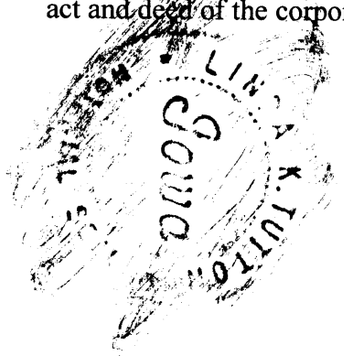
PLANNING & ZONING COMMISSION
CITY OF MANCHESTER, IOWA

By: Lori Cole
Lori Cole Vice Chairperson

By: Helen M. Knutson
Helen M. Knutson, Secretary

STATE OF IOWA)
) SS
COUNTY OF DELAWARE)

On this 14th day of December, 1998, before me, Linda K. Tutton, a Notary Public in and for State of Iowa, personally appeared Lori Cole and Helen M. Knutson, to me personally known, and, who, being by me duly sworn, did say that they are the Vice Chairperson and Secretary, respectively, of the Planning and Zoning Commission of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its Planning and Zoning Commission, as contained in Resolution adopted by the Planning and Zoning Commission on the 9th day of December, 1998, and that Lori Cole and Helen M. Knutson acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Linda K. Tutton
Linda K. Tutton, Notary Public in and for said County

RESOLUTION NO. R-277-98

RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT

WHEREAS, the plat of *HOMEWORKS* Subdivision, Delaware County, Iowa, affecting premises more specifically described in the LEGAL DESCRIPTION *HOMEWORKS* SUBDIVISION on Sheet 2 of 11 and Surveyor's Certificate of Roger R. Mohn, dated Dec. 9, 1998, has been filed with the City Clerk of Manchester, Delaware County, Iowa, and has been acknowledged and approved by the Planning and Zoning Commission of the City of Manchester, Iowa, who have recommended acceptance of the same to be correct and in accordance with the laws of the State of Iowa, and the ordinances of the City of Manchester, Delaware County, Iowa, with relation to plats and additions to cities;

It is found that a Development Agreement is required to be attached to the final plat.

It is further found that said preliminary and final plat is hereby acknowledged and approved by the Manchester Planning and Zoning Commission with allowance for the following variances per Chapter 127, Subdivision Regulations of the Code of Ordinances of the City of Manchester:

1. Sidewalks shall not be required at this time. The owner or owners of record may be required to construct sidewalks at a future date as directed by the City of Manchester. The cost of said sidewalks shall be assessed to the owner or owners of record of the lots of *HOMEWORKS* Subdivision.

2. That Developers shall not at this time be required to comply with street construction necessary to bring the street surface up to code. That Developers shall dedicate to the City lot 5, for future street purposes. That the width of the dedicated right of way from this subdivision shall be 33 feet and the right of way will dead end pending further developments of adjoining property. The City may, in its sole discretion, when it determines improvements to the street surface to be necessary, require the owners of Lots 1 through 4, collectively, to be responsible for not more than one-half of the cost for improvements made to the street surface. The City shall have the sole discretion to determine the type of street surface and other improvements to be made on the roadway at the time of construction. Developers further agree that each lot adjacent to the street will be assessed equally for such street surface improvement costs. This street will remain eligible for any cost sharing program available at the time of construction.

   Developers shall be solely responsible for maintaining the current graveled street surface in a safe condition until such time as the City determines that street surface improvements should be made as set forth above. Developers, their heirs and/or assigns, hereby agree to indemnify and hold the City harmless for any damages arising from or attributable to failure of Developers to provide for improvements to the street surface.

3. That no sanitary sewer extension shall be required at this time. That a septic tank and/or private sewer system currently serves the building located on lot 4. Such septic tank and/or private sewer system shall be allowed to continue in use provided it complies with state, county and city health regulations, until such time as the City in its sole discretion determines that a sanitary sewer line shall be constructed to serve said property. No existing private sewer or septic tank system may be expanded in any way from its condition as of the date of this agreement, nor shall any new private sewer or septic tank systems be constructed within the subdivision.

4. That no water main extension shall be required at this time. That a private well currently serves the building located on lot 4 and is in place to serve the building on lot 3. Such well shall be allowed to continue in use provided it complies with state, county and city health regulations until such time as the City in its sole discretion determines that a water utility line shall be constructed to serve said properties. No existing well and/or private water system may be expanded in any way from its condition as of the date of this agreement, with the exception of connecting the building on lot 3, nor shall any new well and/or private water systems be constructed within the subdivision.

5. That no storm sewer or other drainage improvements shall be required to be performed by the Developers at this time. The City, in its sole discretion, shall have authority to provide for installation of water drainage and storm sewer improvements, sanitary sewer improvements, and water utility serving property in the *HOMEWORKS* Subdivision. When the City determines that construction of water utility lines, storm sewer system, and/or sanitary sewer system is necessary and appropriate, the cost for such improvements shall be paid equally by the owners of all lots which are served by said extensions.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Manchester, Delaware County, Iowa, that said *HOMEWORKS* Subdivision, Delaware County, Iowa, including Development Agreement Tegeler/State Subdivision, be, and the same is hereby acknowledged, approved and accepted on the part of the City of Manchester, Delaware County, Iowa.

Adopted and passed this 21st day of December, AD, 1998.

Milt L. Kramer
Milt L. Kramer, Mayor

ATTEST:

Karen K. Cole
Karen K. Cole, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 23rd day of December, 1998, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council as contained in Resolution R-277-98 passed by the City Council of the City of Manchester, Iowa on the 21st day of December, 1998, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Linda K. Tutton
Linda K. Tutton, Notary Public
My commission expires 8-29-99