FILED

JUL 18 2013

Andrea K. Schmidt
DELAWARE COUNTY ASSESSOR

FILED

JUL 18 2013

CARLA K. BECKER
DELAWARE COUNTY AUDITOR

Book 2013 Page 2395

Document 2013 2395 Type 06 002 Pages 18
Date 7/18/2013 Time 3:42:34PM
Rec Amt $92.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ENV

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001 PHONE: (563) 556-4389

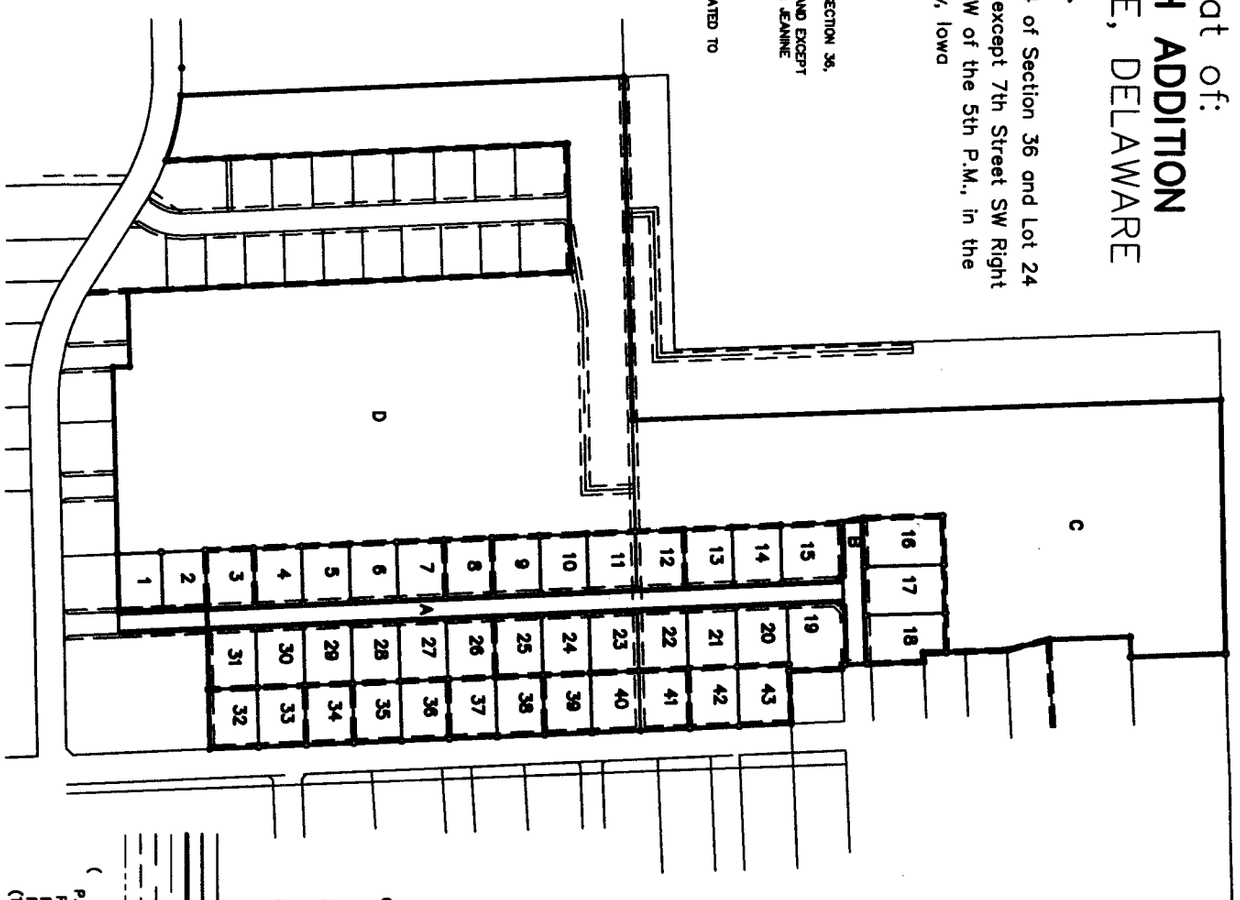
Preliminary/Final Plat of: WESTRIDGE ESTATES 9TH ADDITION IN THE CITY OF DYERSVILLE, DELAWARE COUNTY, IOWA.

Lot B of Westridge Estates 7th Addition in the SE 1/4 of Section 36 and Lot 24 of Westridge Estates 3rd Addition except Parcel I and except 7th Street SW Right of way in the NE 1/4 of Section 36, all in T89N, R3W of the 5th P.M., in the City of Dyersville, Delaware County, Iowa

NOTES
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. PROPRIETOR OF LOT B OF WESTRIDGE ESTATES 7TH ADDITION IN THE SE 1/4 OF SECTION 36, T89N, R3W: K&K BUILDING & SUPPLY INC.
3. PROPRIETOR OF LOT 24 OF WESTRIDGE ESTATES 3RD ADDITION EXCEPT PARCEL I AND EXCEPT 7TH STREET RIGHT OF WAY, IN THE NE1/4 OF SECTION 36, T89N, R3W: JEROME L & JEANNE KOCH.
4. SURVEYED REQUESTED BY: JERRY KOCH
5. TOTAL AREA SURVEYED IS 41.838 ACRES.
6. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
7. LOT C & D IS RESERVED FOR FUTURE DEVELOPMENTS AND LOT A & B ARE DEDICATED TO THE CITY OF DYERSVILLE FOR STREET PURPOSES.

SURVEYED PERIMETER
TOTAL AREA = 48.838 ac.

0' 200' 400'
1" = 400'



LEGEND

- 5/8" REROD (FOUND) (CAPPED, "15487", ORANGE)
- ⊕ 5/8" REROD (FOUND) (CAPPED, "12831", RED) (UNLESS NOTED OTHERWISE)
- o 5/8" REROD (PLACED) (W/ ORANGE PLASTIC CAP MARKED "KOELKER 15487")

EXISTING PROPERTY LINE
SURVEYED PROPERTY LINE
SURVEYED PERIMETER
CENTERLINE
RIGHT OF WAY (ROW) LINE
EASEMENT LINE
FORMER PROPERTY LINE

(P.O.B.) RECORD DIMENSION
POINT OF BEGINNING
ROW RIGHT OF WAY
PUE MUNICIPAL UTILITY AND SIDEWALK EASEMENT
(TYP.) PUBLIC UTILITY AND SIDEWALK EASEMENT TYPICAL
W/A RED WITH ANGLE IRON

LICENSED LAND SURVEYOR
TERRY L. KOELKER 15487
IOWA

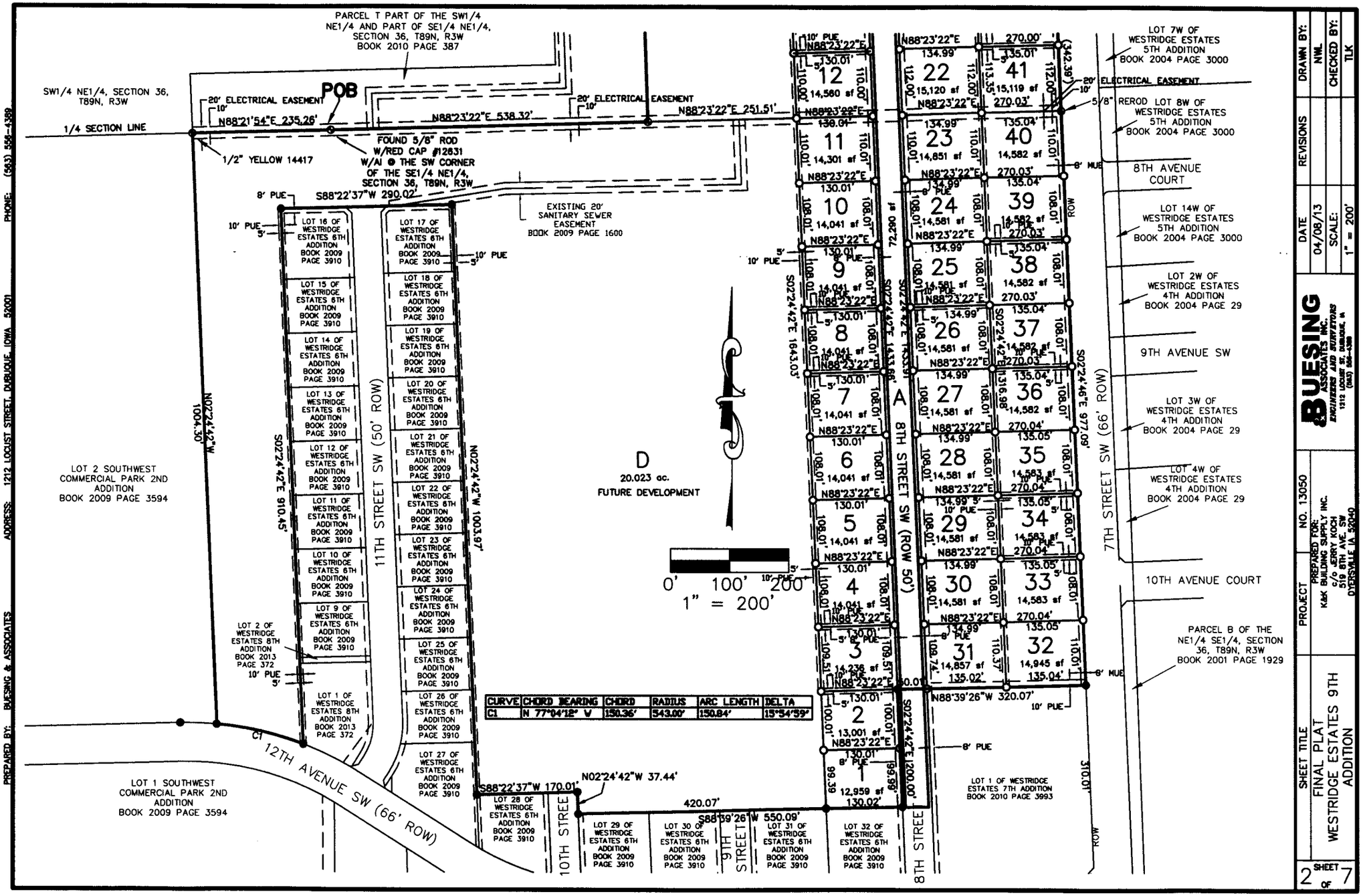
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. ALL MONUMENTS ARE PLACED OR SHALL BE PLACED WITHIN ONE YEAR FROM THE DATE THIS PLAT IS RECORDED.

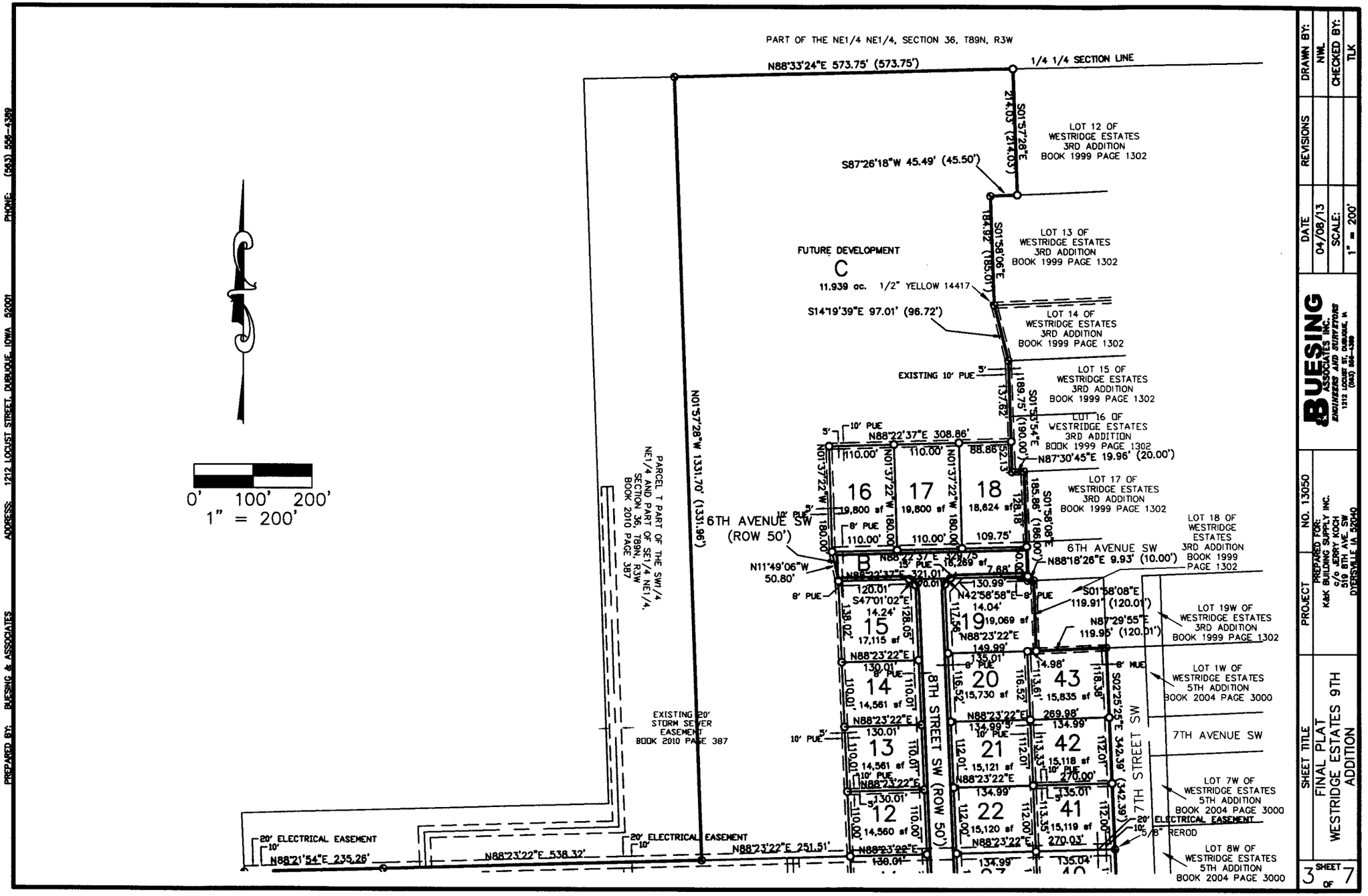
Terry L. Koelker 7/01/13

TERRY L. KOELKER (DATE)
LICENSE NUMBER: 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2013

PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1, 2, 3, 4, AND 5.

SHEET 1 OF 7	SHEET TITLE	PROJECT	NO. 13050		DATE	REVISIONS	DRAWN BY:
	FINAL PLAT WESTRIDGE ESTATES 9TH ADDITION	PREPARED FOR: K&K BUILDING SUPPLY INC. c/o JERRY KOCH 519 8TH AVE. SW DYERSVILLE IA 52040		BUESING ASSOCIATES INC. ENGINEERS AND SURVEYORS 1212 LOCUST ST, DUBUQUE, IA (563) 556-4389	04/08/13		NWL
					SCALE:		CHECKED BY:
					1" = 400'		TLK


PARCEL T PART OF THE SW1/4 NE1/4 AND PART OF SE1/4 NE1/4, SECTION 36, T89N, R3W BOOK 2010 PAGE 387
POB
SW1/4 NE1/4, SECTION 36, T89N, R3W
1/4 SECTION LINE
20' ELECTRICAL EASEMENT
N88°21'54"E 235.26'
N88°23'22"E 538.32'
N88°23'22"E 251.51'
1/2" YELLOW 14417
FOUND 5/8" ROD W/RED CAP #12831 W/AI @ THE SW CORNER OF THE SE1/4 NE1/4, SECTION 36, T89N, R3W
S88°22'37"W 290.02'
EXISTING 20' SANITARY SEWER EASEMENT BOOK 2009 PAGE 1600
8' PUE
10' PUE
5'
LOT 16 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 15 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 14 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 13 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 12 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 11 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 10 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 9 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 2 OF WESTRIDGE ESTATES 8TH ADDITION BOOK 2013 PAGE 372
LOT 1 OF WESTRIDGE ESTATES 8TH ADDITION BOOK 2013 PAGE 372
LOT 17 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 18 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 19 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 20 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 21 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 22 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 23 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 24 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 25 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 26 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 27 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
11TH STREET SW (50' ROW)
N02°24'42"W 1004.30'
S02°24'42"E 910.45'
N02°24'42"W 1003.97'
LOT 2 SOUTHWEST COMMERCIAL PARK 2ND ADDITION BOOK 2009 PAGE 3594
LOT 1 SOUTHWEST COMMERCIAL PARK 2ND ADDITION BOOK 2009 PAGE 3594
C1 12TH AVENUE SW (66' ROW)
D
20.023 ac.
FUTURE DEVELOPMENT
0' 100' 200'
1" = 200'
CURVE | CHORD BEARING | CHORD | RADIUS | ARC LENGTH | DELTA
C1 | N 77°04'12" W | 150.36' | 543.00' | 150.84' | 15°54'39"
S88°22'37"W 170.01'
N02°24'42"W 37.44'
420.07'
S88°39'26"W 550.09'
LOT 28 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 29 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 30 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 31 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
LOT 32 OF WESTRIDGE ESTATES 6TH ADDITION BOOK 2009 PAGE 3910
10TH STREET
9TH STREET
8TH STREET
A
8TH STREET SW (ROW 50')
S02°24'42"E 1643.03'
S02°24'42"E 1433.66'
S02°24'42"E 1433.91'
S02°24'46"E 977.09'
7TH STREET SW (66' ROW)
12 14,560 sf
11 14,301 sf
10 14,041 sf
9 14,041 sf
8 14,041 sf
7 14,041 sf
6 14,041 sf
5 14,041 sf
4 14,041 sf
3 14,238 sf
2 13,001 sf
1 12,959 sf
22 15,120 sf
23 14,851 sf
24 14,581 sf
25 14,581 sf
26 14,581 sf
27 14,581 sf
28 14,581 sf
29 14,581 sf
30 14,581 sf
31 14,857 sf
41 15,119 sf
40 14,582 sf
39 14,582 sf
38 14,582 sf
37 14,582 sf
36 14,582 sf
35 14,583 sf
34 14,583 sf
33 14,583 sf
32 14,945 sf
N88°23'22"E
N88°39'26"W 320.07'
LOT 1 OF WESTRIDGE ESTATES 7TH ADDITION BOOK 2010 PAGE 3993
LOT 7W OF WESTRIDGE ESTATES 5TH ADDITION BOOK 2004 PAGE 3000
5/8" REROD LOT 8W OF WESTRIDGE ESTATES 5TH ADDITION BOOK 2004 PAGE 3000
8TH AVENUE COURT
LOT 14W OF WESTRIDGE ESTATES 5TH ADDITION BOOK 2004 PAGE 3000
LOT 2W OF WESTRIDGE ESTATES 4TH ADDITION BOOK 2004 PAGE 29
9TH AVENUE SW
LOT 3W OF WESTRIDGE ESTATES 4TH ADDITION BOOK 2004 PAGE 29
LOT 4W OF WESTRIDGE ESTATES 4TH ADDITION BOOK 2004 PAGE 29
10TH AVENUE COURT
PARCEL B OF THE NE1/4 SE1/4, SECTION 36, T89N, R3W BOOK 2001 PAGE 1929
(342.39')
ROW
8' MUE
PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001 PHONE: (563) 556-4389
DRAWN BY: NWL
CHECKED BY: TLK
DATE 04/08/13
REVISIONS
SCALE: 1" = 200'
BUESING ASSOCIATES INC. ENGINEERS AND SURVEYORS 1212 LOCUST ST. DUBUQUE, IA (563) 556-4389
PROJECT NO. 13050
PREPARED FOR: K&K BUILDING SUPPLY, INC. c/o JERRY KOCH 519 8TH AVE. SW DYERSVILLE IA 52040
SHEET TITLE FINAL PLAT WESTRIDGE ESTATES 9TH ADDITION
2 SHEET OF 7



PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA 52001 PHONE: (563) 556-4389

DATE	REVISIONS	DRAWN BY:
04/08/13		NWL
SCALE:		CHECKED BY:
1" = 200'		TLK

BUESING ASSOCIATES INC.
ENGINEERS AND SURVEYORS
1212 LOCUST ST. DUBUQUE, IA (563) 556-4389

NO. 13050

PROJECT
PREPARED FOR:
K&K BUILDING SUPPLY INC.
c/o JERRY KOCH
519 6TH AVE. SW
DYERSVILLE, IA 52040

SHEET TITLE
FINAL PLAT
WESTRIDGE ESTATES 9TH ADDITION

SHEET 3 OF 7

Surveyors Certificate

Dubuque, Iowa

I hereby certify that the plat shown on SHEETS 1 thru 3 hereof, is a true and correct Preliminary/ Final Plat of: **WESTRIDGE ESTATES 9TH ADDITION** in the City of Dyersville, Delaware County, Iowa. This survey is comprised of Lot B of Westridge Estates 7th Addition in the SE1/4, Section 36, and Lot 24 of Westridge Estates 3rd Addition except Parcel I and except 7th Street Right-of-way in the NE 1/4 of Section 36 all in T89N, R3W of the 5th P.M. in the City of Dyersville, Delaware County, Iowa. The perimeter of **WESTRIDGE ESTATES 9TH ADDITION** was surveyed by me and is more particularly described as follows:

WESTRIDGE ESTATES 9TH ADDITION

Commencing at the Southwest corner of the SE1/4 of the NE1/4, Section 36, T89N, R3W of the 5th P.M., the Point Of Beginning;

Thence North 88° 23' 22" East (this is an assumed bearing for the purposes of this survey only) along the South line of Parcel T, (Book 2010 Page 387) of the SE1/4 and SW1/4 both of the NE1/4, Section 36, T89N, R3W of the 5th P.M, a distance of 538.32 feet to the southeast corner of said Parcel T;

Thence North 01° 57' 28" West along the East line of said Parcel T, a distance of 1331.70 feet to the South line of the NE1/4 of the NE1/4, Section 36, T89N, R3W of the 5th P.M;

Thence North 88° 33' 24" East along the South line of said NE1/4 of the NE1/4, a distance of 573.75 feet to the Northwest corner of Lot 12 of Westridge Estates 3rd Addition (Book 1999 Page 1302);

Thence South 01° 57' 28" East along the West line of said Lot 12, a distance of 214.03 feet to the North Line of Lot 13 of said Westridge Estates 3rd Addition;

Thence South 87° 26' 18" West along the North line of said Lot 13, a distance of 45.49 feet to the Northwest corner of said Lot 13;

Thence South 01° 58' 06" East along the West line of said Lot 13, a distance of 184.92 feet to the Northwest corner of Lot 14 of said Westridge Estates 3rd Addition;

Thence South 14° 19' 39" East along the West line of said Lot 14, a distance of 97.01 feet to the Northwest corner of Lot 15 of said Westridge Estates 3rd Addition;

Thence South 01° 53' 54" East along the West line of said Lot 15 and Lot 16 both of said Westridge Estates 3rd Addition, a distance of 189.75 feet to the Southwest corner of Lot 16 of said Westridge Estates 3rd Addition;

Thence North 87° 30' 45" East along the South line of said Lot 16, a distance of 19.96 feet to the Northwest corner of Lot 17 of said Westridge Estates 3rd Addition;

Thence South 01° 58' 08" East along the West line of said Lot 17 and westerly Right of Way (ROW) of 6th Avenue SW, a distance of 185.86 feet to southerly ROW of said Avenue;

Thence North 88° 18' 26" East along the South ROW of said Avenue, a distance of 9.93 feet to the Northwest corner of Lot 18 of said Westridge Estates 3rd Addition;

Thence South 01° 58' 08" East along the West line of said Lot 18, a distance of 119.91 feet to the Southwest corner of Lot 18 of said Westridge Estates 3rd Addition;

Thence North 87° 29' 55" East along the South line of said Lot 18, a distance of 119.95 feet to the West Right Of Way (ROW) line of 7th Street SW;

Thence South 02° 25' 25" East along the West ROW line of said street, a distance of 342.39 feet;

Thence South 02° 24' 46" East along the West ROW line of said street, a distance of 977.09 feet to the Northeast corner of Lot 1 of Westridge Estates 7th Addition, (Book 2010 Page 3993);

Thence South 88° 39' 26" West along the North line of said Lot 1 and ROW of 8th Street SW, a distance of 320.07 feet to the Westerly ROW of said Street;

Thence South 02° 24' 42" East along the West ROW line of said street, a distance of 200.00 feet to the northeast corner of Lot 32 of Westridge Estates 6th Addition (Book 2009 Page 3910);

Thence South 88° 39' 26" West along the North line of Lot 32, Lot 31, Lot 30 and Lot 29 all of said Westridge Estates 6th Addition and the North ROW line of 9th Street, a distance of 550.09 feet to the East Right Of Way (ROW) line of 10th Street;

Thence North 02° 24' 42"West along the East ROW line of said street, a distance of 37.44 feet;

Thence South 88° 22' 37" West along the North ROW line of 10th Street and Lot 28 of said Westridge Estates 6th Addition, a distance of 170.01 feet to the East line of Lot 27 of Westridge Estates 6th Addition;

Thence North 02° 24' 42"West along the East line of Lot 27, Lot 26, Lot 25, Lot 24, Lot 23, Lot 22, Lot 21, Lot 20, Lot 19, Lot 18 and Lot 17 all of said Westridge Estates 6th Addition, a distance of 1003.97 feet to the Northeast corner of Lot 17 of said Westridge Estates 6th Addition;

Thence South 88° 22' 37" West along the North line of said Lot 17, 11th Street ROW and Lot 16 of said Westridge Estates 6th Addition, a distance of 290.02 feet to the Northwest corner of Lot 16 of said Westridge Estates 6th Addition;

Thence South 02° 24' 42" East along the West line of Lot 16, Lot 15, Lot 14, Lot 13, Lot 12, Lot 11, Lot 10, and Lot 9 all of said Westridge Estates 6th Addition and Lot 1 and Lot 2 both of Westridge Estates 8th Addition, (Book 2013 Page 372) a distance of 910.45 feet to the North ROW of 12th Avenue SW;

Thence Northwesterly along the Northerly ROW of said avenue, on the arc of 543.00 foot radius curve to the left, a distance of 150.84 feet, said curve has a chord bearing of North 77° 04' 12" West, and a chord distance of 150.36 feet to the southeast corner of Lot 2 of Southwest Commercial Park 2nd Addition (Book 2009 Page 3594);

Thence North 02° 24' 42" West along the east line of said Lot 2 , a distance of 1004.30 feet to South line of the SW 1/4 of the NE ¼ of said Section 36 and the Southwest corner of Parcel T of the SE1/4 and SW1/4 both of the NE1/4 of said Section 36;

Thence North 88° 21' 54" East along the South line of the SW 1/4 of the NE 1/4 said Section 36 and said Parcel T of the SE1/4 and SW1/4 both of the NE1/4 of said Section 36, a distance of 235.26 feet to the Point of Beginning;

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.

Terry L. Koelker — 7/01/13

TERRY L. KOELKER
LICENSED LAND SURVEYOR
REGISTRATION # 15487

DATE

REG. RENEWAL 12/31/13

Owner's Consent

Dyersville, Iowa 7-16, 2013

The foregoing Preliminary/Final Plat of: **WESTRIDGE ESTATES 9TH ADDITION,** in the City of Dyersville, Delaware County, Iowa is made with the free consent and in accordance with the desires of the undersigned owner and proprietor of Lot B of Westridge Estates 7th Addition in the SE1/4, Section 36 in T89N, R3W of the 5th P.M. in the City of Dyersville, Delaware County, Iowa. We hereby dedicate LOT A (8th Street SW), LOT B (6th Avenue SW), and all easements shown to the public.

K & K BUILDING & SUPPLY, INC.

Jerome L. Koch, President

State of Iowa)
)
County of Dubuque) ss:

On this 16th day of July, AD 2013, before me the undersigned, A Notary Public in and for the State of Iowa, personally appeared Jerome L. Koch to me personally known, who, being duly sworn did say that said Jerome L. Koch, is the President of K & K Building & Supply, ~~that the seal affixed to the above instrument was signed and sealed on behalf of said Corporation~~ by authority of its Board of Directors, and that said Jerome L. Koch, President acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

Witness my hand and Notarial Seal on the date above written.

JASON M. HEISLER
Commission Number 719133
My Commission Expires
10/18/14

Notary Public in and for the State of Iowa

Owner's Consent

Dyersville, Iowa 7-16-, 2013

The foregoing Preliminary/Final Plat of: **WESTRIDGE ESTATES 9TH ADDITION,** in the City of Dyersville, Delaware County, Iowa is made with the free consent and in accordance with the desires of the undersigned owner and proprietor of Lot 24 of Westridge Estates 3rd Addition except Parcel I and except 7th Street Right-of-way in the NE 1/4 of Section 36 all in T89N, R3W of the 5th P.M. in the City of Dyersville, Delaware County, Iowa. We hereby dedicate LOT A (8th Street SW), LOT B (6th Avenue SW), and all easements shown to the public.

Jerome L. Koch

Jeanine Koch

State of Iowa)
)
County of Dubuque) ss:

On this 16th day of July, AD 2013, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Jerome L. and Jeanine Koch husband & wife, to me personally known, who, being duly sworn did say that said appeared Jerome L. and Jeanine Koch acknowledged the execution of said instrument to be their voluntary act and deed voluntarily executed.

Witness my hand and Notarial Seal on the date above written.

JASON M. HEISLER
Commission Number 719133
My Commission Expires
10/18/14

Notary Public in and for the State of Iowa

City Planning & Zoning Commission

Dyersville, Iowa May 13, 2013

The foregoing Preliminary/Final Plat of: **WESTRIDGE ESTATES 9TH ADDITION,** in the City of Dyersville, Delaware County, Iowa is hereby approved by the City of Dyersville Planning & Zoning Commission and approval of said plat by the City Council of the City of Dyersville, Iowa is hereby recommended.

Chairman, Dyersville Planning & Zoning Commission

Daniel J. Olberding

City Council

Dyersville, Iowa

MAY 20, 2013

The undersigned, Mayor and Clerk of the City of Dyersville, Iowa do hereby certify that the foregoing plat in the City of Dyersville, Iowa has been filed in the office of the Clerk of the City of Dyersville on the 20TH day of MAY, 2013 by resolution No. 35-13 and that the Dyersville City Council approved said plat.

~~James A. Heavens~~ MICHAEL J. ENGLISH
Mayor for the City of Dyersville, Iowa

TRICIA M. MAIERS
Tricia Maiers
Clerk for the City of Dyersville, Iowa

County Auditor's Certificate

Delaware County, Iowa

July 18, 2013

I, Carla K. Becker, Auditor of Delaware County, Iowa, pursuant to Iowa Code Sections 354.6(2) and 354.11(6), have reviewed and do hereby approve of the subdivision name or title of **WESTRIDGE ESTATES 9TH ADDITION**, in the City of Dyersville, Delaware County, Iowa a subdivision in Delaware County, Iowa.

Carla K. Becker, Delaware County Auditor

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

On this 18 day of July A.D., 2013 before me, a Notary Public in and for the State of Iowa, personally appeared Carla K. Becker, to me personally known, and, who being duly sworn, did say that she is the Auditor of Delaware County, Iowa.

ANNE RAVE
Commission Number 757587
MY COMMISSION EXPIRES
MARCH 25, 2015

Notary Public in and for said State

Attorney's Certificate

Dubuque, Iowa

July 18, 2013

TO WHOM IT MAY CONCERN:

This will certify that I have examined the abstract of title covering Lot B of Westridge Estates 7th Addition in the SE1/4, Section 36, and Lot 24 of Westridge Estates 3rd Addition except Parcel I and except 7th Street SW Right-of-way in the NE 1/4 of Section 36 all in T89N, R3W of the 5th P.M. in the City of Dyersville, Delaware County, Iowa, according to plats thereof covering the period from government entry to July 15 2013 8:00 AM certified on that date by Delaware County Abstract Company and find that said abstract shows good and merchantable title to said real estate in B & K Builders & Supply Inc free and clear of all liens and encumbrances and shows taxes paid including taxes for the year 2011-2012.

Attorney-at-Law David L Clemens

County Treasurer's Certificate

Delaware County, Iowa

7-18, 2013

I, the undersigned, Carolyn A. Wilson, Treasurer of Delaware County, Iowa, do hereby certify that all taxes levied against Lot B of Westridge Estates 7th Addition in the SE1/4, Section 36, and Lot 24 of Westridge Estates 3rd Addition except Parcel I and except 7th Street SW Right-of-way in the NE 1/4 of Section 36 all in T89N, R3W of the 5th P.M. in the City of Dyersville, Delaware County, Iowa, have been paid and said real estate is free from taxes as of this date.

Carolyn A. Wilson / Pam Klein, Deputy
Treasurer of Delaware County, Iowa

RESOLUTION NO. 35-13
Recorder's Cover Sheet

Preparer Information:
Marc W. Casey, 129 1st Ave E, Dyersville, IA 52040
(563) 875-7171

Taxpayer Information:
K & K Building & Supply, Inc.
Jerome L. Koch and Jeanine Koch
598 6th Ave SW
Dyersville, IA 52040

Return Address:
City of Dyersville, Iowa
340 1st Avenue East
Dyersville, IA 52040

Grantors:
City of Dyersville, Iowa

Grantees:
Jerome L. Koch and Jeanine Koch
K & K Building & Supply, Inc.

Legal Description:
See Page 2

Document or instrument number if applicable:

RESOLUTION NO. 35-13

RESOLUTION APPROVING THE PLAT OF
WESTRIDGE ESTATES 9TH ADDITION
IN THE CITY OF DYERSVILLE, IOWA

WHEREAS, there has been filed with the City Clerk a plat in which Lot B of Westridge Estates 7th Addition in the SE¼ of Section 36 and Lot 24 of Westridge Estates 3rd Addition except Parcel I and except 7th Street SW Right of Way in the NE¼ of Section 36, all in T89N, R3W of the 5th P.M., in the City of Dyersville, Delaware County, Iowa, have been subdivided by K & K Building & Supply, Inc., into Lots 1 through 32, Lot A, Lot B, Lot C and Lot D of Westridge Estates 9th Addition.

WHEREAS, said plat has been examined by the City Planning and Zoning Commission and approved by said body, and;

WHEREAS, upon said plat appears Lot A to be known as 8th Street SW, and Lot B to be known as 6th Avenue SW, and also easements for utilities which are represented on the plat, all of which the owners have dedicated to the public forever, and;

WHEREAS, said plat has been found by the City Council to conform to the statutes and ordinances relating thereto, except that the streets have not been reduced to grade, paving, sewer, storm sewers or water installed therein.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Dyersville, Iowa:

SECTION 1. That the dedication of Lot A, to be known as 8th Street SW, and Lot B to be known as 6th Avenue SW, together with easements for public utilities, all as the same appear on said plat, be and the same are hereby accepted and that said streets be and are herein established as public streets in the City of Dyersville, Iowa.

SECTION 2. That the plat of the above stated subdivision to be hereafter known as Lots 1 through 32, Lot A, Lot B, Lot C and Lot D of Westridge Estates 9th Addition, Dyersville, Iowa, is hereby approved and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dyersville of said plat provided the owners of said property, hereinbefore named execute written acceptance hereto attached, agreeing:

(a) To comply with all terms and conditions of the Grant and Development Agreement dated July 6, 2009, and approved by Resolution No. 33-09, which Grant and Development Agreement is hereby incorporated by reference as though fully set out herein.

(b) That the undersigned owners of said subdivision secure the performance of the foregoing conditions by providing security in such form and such sureties as may be acceptable to the City Council.

(c) That the front lot lines of Lots 15 and 19 shall abut upon and be adjacent to 8th Street SW.

(d) That this Resolution may not be recorded until the parcel containing Lots 12 through 22, Lots 41 through 43, and Lot C are rezoned R-1 Residential. Upon completion of said rezoning, the City Clerk shall indicate by signing the statement attached to this Resolution.

SECTION 3. That in the event that the owner herein shall fail to execute the acceptance and provide security provided for in Section 2 hereof within forty-five days from the date of this resolution, the provisions hereof shall be null and void and the acceptance and dedication and approval of the plat shall not be effective.

Passed, adopted and approved this 20th day of May, 2013.

~~James A. Heavens~~, Mayor PRO TEM
MICHAEL J. ENGLISH

CITY OF OYERSVILLE CITY SEAL (SEAL)

Attest: Tricia L. Maiers
Tricia L. Maiers, Clerk

ACCEPTANCE OF TERMS OF RESOLUTION

The undersigned on behalf of K & K Building & Supply, Inc., hereby accepts the terms of Resolution No. 35-13.

Dated this 11 day of July, 2013.

K & K BUILDING & SUPPLY, INC.

BY Jerome J Koch

CERTIFICATE OF SECURITY

I, Tricia L. Maiers, Clerk for the City of Dyersville, Iowa, hereby certify that the security required by the forgoing Resolution No. 35-13 was provided within 45 days from the date of said resolution.



Tricia L. Maiers

Tricia L. Maiers, Clerk

CERTIFICATION OF REZONING

I, Tricia L. Maiers, Clerk for the City of Dyersville, Iowa, hereby certify that the rezoning required by the foregoing Resolution No. 35-13 has been completed.



Tricia L. Maiers

Tricia L. Maiers, Clerk

Prepared By & Return Document To: David L. Clemens, 2080 Southpark Court, Dubuque, IA 52003 (563)582-2926

GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 16 day of July, 2013, by K & K BUILDING & SUPPLY, INC. herein called the "Developer."

ARTICLE I

DECLARATION - PURPOSES

Section 1. General purposes. The Developer is the owner of certain property located in Delaware County, Iowa and desires to create thereon a planned community development designed for the private use of owners within such development, except as herein otherwise provided.

a. The Developer desires to provide the preservation of the values and amenities in said planned community development and to this end desires to subject the real property described in Article III, together with such additions as hereafter may be made thereto as provided in Article III, to the covenants, restrictions, and easements, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

Section 2. Declaration. To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby, declares that the real property hereinafter described in Article III as "existing properties", and such additions to the existing properties as hereafter may be made pursuant to the provisions of Article III hereof, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming the subject to this Declaration in favor of each and all other such lots, to create privity of contract and estate between the grantees of such lots; their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

ARTICLE II

DEFINITIONS

Section 1. The following words and terms, when used in this Declaration or any other Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. "Existing Properties" shall mean and refer to the real estate described in Article III, Section 1 hereof.

b. "The Properties" shall mean and refer to the Existing Properties, defined in Article III, Section 1, and additions to Existing Properties, defined in Article III, Section 2.

c. "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties.

d. "Owner" shall mean the record owner, (whether one or more persons or entities), of a fee and undivided fee interest including contract purchases on any lot, situated upon the properties but shall not include any such person or entity who holds such interest merely as a security for the performance of an obligation.

e. "Dwelling Lot" shall mean any Lot intended for improvement with a dwelling.

f. "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.

g. "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with their domestic servants, maintaining a common household in a Dwelling.

h. "Story" shall mean that portion of a Dwelling which includes the area between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

I. "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than six (6) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, or carports.

j. "Developer" shall mean K & K Building & Supply, Inc.

k. "Structure" shall mean any building or other improvements erected or constructed, the use of which requires more or less permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be constructed to be a separate Structure.

l. "Contract Purchaser" shall mean any person or entity that purchases a lot by way of installment sales contract.

m. "Installment Sales Contract" shall mean an agreement made by the record owner of any lot to sell such lot to one or more purchasers by means of a series of installment payments from such purchaser and the delivery of title of such lot, to such purchaser, after all such installment payments have been made.

ARTICLE III

EXISTING PROPERTIES - ADDITIONS THERETO

Section 1. Existing Properties. The real property, which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Dyersville, Delaware County, Iowa, and more particularly described as follows:

Westridge Estates 9th, Addition, City of Dyersville, Iowa, Delaware County, Iowa, according to the recorded plat thereof

Section 2. Other additions. The Developer reserves the right to bring within the scheme of the Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Article III which now are or hereafter may be owned by the Developer and subject to the scheme of Declaration.

ARTICLE IV

ARCHITECT REVIEW PROCESS

Section 1. Objectives. Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural beauty of the area; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 2. Architectural. To achieve Developer's objectives, the Developer shall have the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Developer.

Section 3. Matters Requiring Approval. Prior written approval shall be obtained from the Developer with respect to all matters stated in this Declaration as requiring such approval. The addition thereto, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials, color, location, grade and proposed landscaping have been submitted to and approved in writing by the Developer.

Section 4. Procedure. Whenever approval is required of the Developer appropriate plans and specifications shall be submitted to the Developer. The Developer shall either approve or disapprove such design, location, proposed construction and clearing activities within thirty days after such plans and specifications have been submitted to it; except that, if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for

capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within thirty days after submission, approval will not be required and this Article will be deemed fully complied with.

ARTICLE V

GENERAL RESTRICTIONS

Section 1. Land Use - Single Family Residential. The Existing Properties shall be used as dwelling lots for single family residences and shall be subject to all restrictions and covenants set forth in this Declaration. No building shall be erected on any lot except one dwelling designed for occupancy by a single family with an attached private garage, except as hereinafter provided.

Section 2. Duplexes. Lots 1,2, 3, 4, 5, 29, 30 and 31 are reserved for duplexes and any provision of these restrictive covenants that run contrary to the intent of a duplex will not be applicable to a duplex. These lots are specifically intended to be duplexes but may be used for single family residential. If used for single family residential, then all restrictive covenants apply.

Section 3. Subdivision of Lots. No lot shall be subdivided or resubdivided to make smaller dwelling lots; provided, however, this restriction shall not prevent a purchaser of two or more contiguous lots from building one dwelling on more than one adjoining plotted lot or two dwellings on three or more adjoining platted lots as shown on the subdivision plat.

Section 4. Structural Restrictions. No structure shall be erected or permitted exceeding two stories in height, exclusive of basement, or containing a private garage for more than three motor vehicles. No basement dwelling shall be permitted. A dwelling erected on a lot or lots of this subdivision as herein provided shall have a ground floor square foot area, exclusive of open porches and/or garages, of not less than fourteen hundred (1,400) square feet for a one-story structure or nine hundred (900) square feet for the main level of a two-story structure. Roof pitch shall be 6/12 or greater. No steel roofs shall be allowed on any structures.

Section 5. Quality of Structures. It is the intention and purpose of these covenants to ensure that all structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. All structures shall be constructed in accordance with applicable government building codes. Owners shall include brick or stonework on the front of any Dwelling.

Section 6. Nuisances. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may become an annoyance or nuisance to this neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

Section 7. Temporary Structures. No trailer, mobile home, double-wide house trailer, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein or in the applicable Supplemental Declaration, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same lot as the structure and such temporary structures shall be removed upon completion of construction.

Section 8. Completion of Construction. Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction with diligence toward the completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction. No structure shall be deemed completed until installation of approved landscaping. The Developer shall have the right to complete any construction not completed within such time and to (a) recover the costs of same from the Owner; and (b) place a lien on the lot in the same amount of such costs.

Section 9. Maintenance of Lots. All lots, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Developer shall have the right to do so, the cost of which shall be assessed to the Owner and become a lien upon the Lot by the Developer filing a Notice of Lien with the Dubuque County Recorder. Neither the Developer nor any of its agents, employees or contractors shall be liable for trespass or any damage which may result from such work.

Section 10. Lot Appearance. No owner shall accumulate on his Lot junked vehicles, litter refuse or other unsightly materials. Garbage shall be placed on receptacles provided therefor and if outside shall be properly screened. Fuel tanks shall be underground or properly shielded.

Section 11. Other Prohibited Matters Except as otherwise permitted by Supplemental Declaration. No animals other than inoffensive common domestic pets such as dogs and cats, shall be kept on any lot. No home occupation or profession shall be conducted on any lot except as may be authorized by the Developer. Habitual parking of commercial vehicles on any lot of parking area adjacent is prohibited unless approved by the Developer. All commercial vehicles and school buses shall not be permitted to park on the streets in subdivision for more than two hours at one time. No model home or homes shall be permitted on any lot or lots except by prior written authorization of Developer. Excepting, nothing herein shall prevent Developer from carrying out in the normal course of business the development, construction and sales of the Properties.

Section 12. Easements Reserved with Respect to Lots. Developer reserves for itself, its successors and assigns, easements over each Lot, and the right to ingress to the extent reasonably necessary to exercise such easements as follows:

a. Utility easements shown on any recorded Plat of the Properties, except that if any plat fails to establish easements for such purposes then a ten-foot wide strip running along the side lot lines, front lot line and rear lot line of the Dwelling Lots is reserved for the installation and maintenance of all utility facilities to be underground, and incidental usage related thereto.

b. The Owner shall not place any structure on any such easement and shall be responsible for maintaining the easement, however, any damages caused by the user of the easement shall be repaired and restored by such user.

c. Prior to commencement of construction upon any lot, the Developer, its successors, assigns and licensees, shall have the right to enter upon any lot for the purpose of removing offensive underbrush or for pest control purposes. No such entry shall be deemed a trespass.

d. No owner shall have any claims or cause of action, except herein provided against Developer, its successors, assigns or licensees arising out of exercise or nonexercise of any reserved easement except in cases of willful or wanton misconduct.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Deeds. Each Owner and purchaser under an installment sale contract accepts such conveyance subject to restrictions, covenants, obligations, and liabilities hereby created, reserved or declared, all as though same were recited at length in such deed or installment sale contract.

Section 2. Amendments. The covenants, agreements, conditions, reservations and restrictions created and established herein for the benefit of each lot may be waived, abandoned and terminated, modified, altered and amended as to all the properties or any portion thereof with the written consent of the owners of 100% of the lots.

Section 3. Severability. Invalidation of any portion of the covenants by judgment or court order shall in no way affect other covenants running with the land, but the remaining covenants shall remain in full force and effect.

Section 4. Enforceability. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until August 1, 2034.

Dated this 18th day of July, 2013.

K & K Building & Supply, Inc.

BY: Jerome L. Koch
Jerome L. Koch, President

BY: Jeanine Koch
Jeanine Koch, Secretary

STATE OF DUBUQUE)
) ss:
COUNTY OF IOWA)

On this 18 ay of July, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JEROME L .KOCH and JEANINE KOCH, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said JEROME L .KOCH and JEANINE KOCH, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

D L CLEMENS
Commission Number 7071
My Comm. Exp. AUG 31, 2016

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