



Document 2022 2394

Book 2022 Page 2394 Type 06 044 Pages 35
Date 8/11/2022 Time 10:51:38AM
Rec Amt \$177.00 Aud Amt \$5.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Type of Document

SKY ACRES SUBDIVISION

PREPARER INFORMATION:

Zoning Office for Jeri Lynn Green, POA for Anthony Green 515-402-8179
Contact: Seth Dodge, attorney for Jeri & Anthony Green 515-283-1801

TAXPAYER INFORMATION:

Jeri Lynn Green POA for Anthony Green
1314 Creston Ave., Des Moines IA 50315

RETURN DOCUMENT TO:

Jeri Lynn & Anthony Green
1314 Creston Ave., Des Moines, IA 50315

or

Wasker, Dorr, Wimmer & Marcouiller P.C.
C/O Seth Dodge
4201 Westown Parkway-Suite 250
W. Des Moines, IA 50266

GRANTOR:

GRANTEE:



Tina Burk
Notary Public in and for the State of Iowa

PLAT AND CERTIFICATE
FOR
SKY ACRES SUBDIVISION

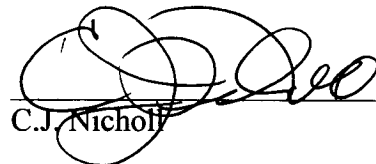
I, C.J. Nicholl, Zoning Administrator of Madison County, Iowa, do hereby certify that the Plat to which this certificate is attached is a plat of a subdivision known and designated as Sky Acres Subdivision; and, that the real estate comprising said plat is described as follows:

LOT 4 IN K BAR C SUBDIVISION, AN OFFICIAL PLAT, MADISON COUNTY, IOWA INCLUDING PARCEL G AS SHOWN IN BOOK 2022 AT PAGE 652 IN THE OFFICE OF THE MADISON COUNTY, IOWA, RECORDER

I do further certify that attached hereto are true and correct copies of the following documents that have been submitted in connection with said plat.

- 1) Dedication of Plat of Sky Acres Subdivision;
- 2) Consent of Mortgagee, Collins Community Credit Union;
- 3) Attorney's Opinion;
- 4) Certificate of Treasurer;
- 5) Auditor's Approval;
- 6) Ground Water Statement;
- 7) Agreement with County Engineer;
- 8) Madison County Soil and Water Conservation District Land Disturbing Activity Affidavit;
- 9) Resolution of the Board of Supervisors of Madison County, Iowa, approving said plat;
- 10) Resolution of the Board of Supervisors of Madison County, Iowa, approving said plat; all of which are duly certified in accordance with the Madison County Zoning Ordinance.


Dated this 1st of August 2022


C.J. Nicholl

STATE OF IOWA, MADISON COUNTY, ss:

This instrument was acknowledged before me on this 1st day of August, 2022 by C.J. Nicholl




Notary Public in and for the State of Iowa

**ZO-RESOLUTION-072622A
APPROVING FINAL PLAT
SKY ACRES SUBDIVISION
MADISON COUNTY, IOWA**

WHEREAS, there was filed in the Office of the Zoning Administration of Madison County, Iowa, a registered land surveyors plat of a proposed subdivision known as Sky Acres Subdivision; and

WHEREAS, the real estate comprising said plat is described as follows:

LOT 4 IN K BAR C SUBDIVISION, AN OFFICIAL PLAT, MADISON COUNTY, IOWA INCLUDING PARCEL G AS SHOWN IN BOOK 2022 AT PAGE 652 IN THE OFFICE OF THE MADISON COUNTY, IOWA, RECORDER

WHEREAS, there was also filed with said plat a dedication of said Plat containing a statement to the effect that the subdivision as it appears on the plat is with the free consent and in accordance with the desire of the proprietors, Jeri Green and Anthony Green.

WHEREAS, said plat was accompanied by a complete abstract of title and an opinion from an attorney at law showing that title in fee simple is in said proprietor and that the platted land is free from encumbrance and a Certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes.

WHEREAS, the Board of Supervisors, Madison County, Iowa, finds that said plat conforms to the provisions of the Zoning Ordinance of Madison County, Iowa, and that the plat, and documents presented therewith should be approved by the Board of Supervisors, and that said plat, known as Sky Acres should be approved by the Board of Supervisors, Madison County, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, Madison County, Iowa:

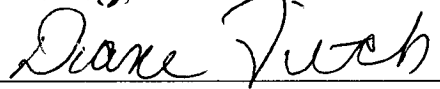
1. That said plat, known as Sky Acres Subdivision, prepared in connection with said plat and subdivision is hereby approved.
2. The Zoning Administrator of Madison County, Iowa, is hereby directed to certify this resolution which shall be affixed to said plat to the County Recorder of Madison County, Iowa, and attend to the filing and recording of the plat, papers and documents which should be filed and recorded in connection therewith.

DATED at Winterset, Iowa this 26th day of July 2022.

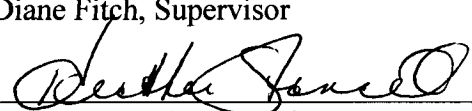
Madison County Board of Supervisors



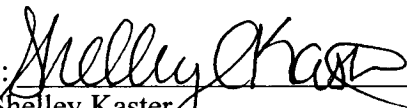
 Aye Nay
Phil Clifton, Chairman



 Aye Nay
Diane Fitch, Supervisor



 Aye Nay
Heather Stancil, Supervisor

Attest: 

Shelley Kaster
Madison County Auditor

**ZO-RESOLUTION-072622
APPROVING FINAL PLAT
SKY ACRES SUBDIVISION
MADISON COUNTY, IOWA**

WHEREAS, there was filed in the Office of the Zoning Administration of Madison County, Iowa, a registered land surveyors plat of a proposed subdivision known as Sky Acres Subdivision; and

WHEREAS, the real estate comprising said plat is described as follows:

LOT 4 IN K BAR C SUBDIVISION, AN OFFICIAL PLAT, MADISON COUNTY, IOWA INCLUDING PARCEL G AS SHOWN IN BOOK 2022 AT PAGE 652 IN THE OFFICE OF THE MADISON COUNTY, IOWA, RECORDER

WHEREAS, there was also filed with said plat a dedication of said Plat containing a statement to the effect that the subdivision as it appears on the plat is with the free consent and in accordance with the desire of the proprietors, Jeri Green and Anthony Green.

WHEREAS, said plat was accompanied by a complete abstract of title and an opinion from an attorney at law showing that title in fee simple is in said proprietor and that the platted land is free from encumbrance and a Certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes.

WHEREAS, the Board of Supervisors, Madison County, Iowa, finds that said plat conforms to the provisions of the Zoning Ordinance of Madison County, Iowa, and that the plat, and documents presented therewith should be approved by the Board of Supervisors, and that said plat, known as Sky Acres should be approved by the Board of Supervisors, Madison County, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, Madison County, Iowa:

1. That said plat, known as Sky Acres Subdivision, prepared in connection with said plat and subdivision is hereby approved.
2. The Zoning Administrator of Madison County, Iowa, is hereby directed to certify this resolution which shall be affixed to said plat to the County Recorder of Madison County, Iowa, and attend to the filing and recording of the plat, papers and documents which should be filed and recorded in connection therewith.

Private Road Agreement

This Agreement made and entered into, by and between, the proprietors of Sky Acres Subdivision and MIKE HALKETT, Madison County Engineer.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

- 1. The Proprietors of Sky Acres Subdivision, a Plat in the following described real estate:

See Attached

Hereby agree that all private roads located within Sky Acres Subdivision are private roads and are not being dedicated to Madison County, Iowa. Said proprietors consent and agree that such roads shall not be maintained in any manner by Madison County, Iowa, or the Madison County Engineer's Department.

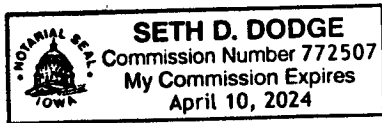
DATED: 6/21/22

Jeri Lynn Green
Jeri Lynn Green

Jeri Lynn Green POWER OF ATTORNEY IN-FACT FOR ANTHONY GREEN
Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green

STATE OF IA, COUNTY OF Polk) ss:

On this 21 day of June, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jeri Lynn Green and Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green



[Signature]
Notary Public in and for said State

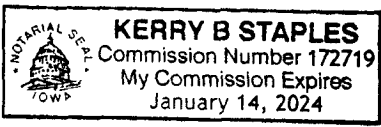
Madison County Engineer

M. H. A.

STATE OF IOWA, COUNTY OF MADISON) ss:

On this 12 day of JULY, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared MIKE HACKETT as COUNTY ENGINEER for Madison County.

Kerry B Staples
Notary Public in and for said State



LAW OFFICES

WASKER, DORR, WIMMER & MARCOUILLER, P.C.

FRED L. DORR
MATTHEW D. KERN
MARK R. ADAMS
DAVID C. PULLIAM
MATTHEW M. HURN
ZORICA ILIC BURCH
JOSEPH W. COPPOLA III

HIGHLAND BUILDING – THREE FOUNTAINS OFFICE PARK
4201 WESTOWN PARKWAY – SUITE 250
WEST DES MOINES, IOWA 50266-6720
(515) 283-1801

FAX (515) 283-1802

Email: lawfirm@wdwm.net

May 24, 2022

PLAT OPINION

JASON R. SANDEGREN
SETH D. DODGE
NICOLE M. AYERS
JUSTIN E. HAYES
ANNA M. PIERCE
TAYLOR R. FRANCIS
HALLEY M. RYHERD



OF COUNSEL
D. MARK MARCOUILLER

OF COUNSEL
WILLIAM J. WIMMER

RUSSELL (RUSTY) H. LAIRD
01/16/27 – 06/05/15

CHARLES F. WASKER
02/04/26 – 12/09/16

TITLE GUARANTY DIVISION
Member No. 10507
Our File No. PLAT127396 - SDD

City of St. Charles
Attn: City Council
St. Charles City Hall
113 S. Lumber St.
St. Charles, IA 50240

Re: Sky Acres

Ladies and Gentlemen:

Pursuant to the requirements of Iowa Code Section 354.11 (2013), we hereby certify that we have examined the Abstract of Title (# 7780402) prepared by Madison County Abstract Co., to the following described real estate:

SEE EXHIBIT A

The Abstract of Title, prepared by Madison County Abstract Co. (# 7780402), has been certified as full and complete from the dated of Root of Title to May 12, 2022 at 8:00 AM.

On the latter date and time, I find title to the property described on Exhibit A to be vested in:

Anthony M. Green and Jeri Lynn Green, husband and wife,
as joint tenants with full rights of survivorship and not as tenants in common,
by virtue of Warrant Deed dated December 23, 2017 and filed January 2, 2018 in book 2018 at Page 5,

Subject to the Special Exceptions and Standard Exceptions noted on the attached schedules. Pursuant to Iowa Code Section 354.11(1)(c), utility easements affecting the examined real estate are not considered encumbrances and are not shown in this opinion.

WASKER, DORR, WIMMER & MARCOUILLER, P.C.

Seth D. Dodge

SDD:jmd

SPECIAL EXCEPTIONS

1. This opinion is rendered for platting purposes in accordance with the laws of the State of Iowa and for no other purpose.
2. Entry No. 51 of the Abstract shows real estate taxes for fiscal year 2020/2021 in the amount of \$132.00 per installment. The first installment is shown as paid; the second installment is shown as paid. The property is assessed in District 500 and referenced as Parcel No. 500091048001300. You must contact the Madison County Treasurer to confirm the exact amount of annual taxes, as well as their current status.
3. Entry No. 42 of the Abstract shows a Mortgage from Anthony M. Green and Jeri L. Green, husband and wife, to Collins Community Credit Union in the original principal amount of \$68,625.00 dated December 26, 2017 and filed January 2, 2018 in Book 2018 at Page 6.
4. Entry No. 13 of the Abstract shows a Perpetual Well and Waterline Easement filed October 3, 1996 in Book 136 at Page 767.
5. Entry No. 14 of the Abstract shows a Perpetual Easement in favor of Warren Water, Inc. filed May 22, 1998 in Book 140 at Page 187.
6. Entry No. 16 of the Abstract shows a Perpetual Easement in favor of Warren Water District filed August 15, 2001 in Book 2001 at Page 3612.
7. Entry No. 49 of the Abstract shows a Plat of Survey, for Parcel G of Lot 4 in K Bar C Subdivision, filed March 4, 2022 in Book 2022 at Page 652. We note all building setback lines and easements shown on said plat.
8. The Abstract shows a copy of the final plat of K Bar C Subdivision filed December 21, 2016 in Book 2016 at Page 3938. We note all building setback lines and easements shown on said plat.
9. This property is subject to the zoning ordinances for the City of St. Charles and Madison County, Iowa.
10. Searches have been made against Anthony M. Green and Jeri Lynn Green for the past ten years to May 12, 2022 at 8:00 AM. Searches have been limited to Madison County, Iowa. Searches should be continued to the date and time of filing your interest to obtain a complete examination of title.

STANDARD EXCEPTIONS

1. This opinion has been prepared for the person(s) or entities identified as the addressees above and it shall not be relied upon by any other person or entity.
2. Effective July 1, 2009, any property served by a private sewage disposal system (septic system) must have the system inspected by a certified inspector prior to any transfer of ownership of the property by deed or contract, unless certain exemptions apply. See Iowa Code Section 455B.172(11).
3. You should note that assessment liens are created by the filing of certain documents in the office of the County Treasurer.
4. There has been no visual inspection of the property described herein. You should be aware of the following items which relate to the subject property, which are not necessarily determinable from the Abstract of Title:
 - a. Zoning compliance;
 - b. Housing code compliance;
 - c. Rights of parties in possession of the property besides the titleholders described above;
 - d. The rights of any unknown spouses;
 - e. Claims of materialmen, suppliers, laborers, and contractors arising during the last ninety days;
 - f. The accuracy of any boundary and lot lines of the property or any encroachments;
 - g. Unidentified bankruptcy proceedings;
 - h. Easements;
 - i. Leases;
 - j. Forged or altered instruments;
 - k. Unrecorded purchase money mortgages;
 - l. The procuring of adequate insurance coverage;
 - m. You should be aware that certain activities that may result in environmental liability are not determinable from examining the Abstract of Title. Certain local, state and federal laws may require remedial and other action as well as impose civil and criminal liability. The violation of said laws could result in liens against the real estate related to certain activities and thus you should satisfy yourself that there are no potential environmentally hazardous substances on the real estate under examination that would subject you to liability for any environmental clean-up;
 - n. You should be aware of federal and state laws and regulations regarding issues such as eminent domain and forfeiture. This opinion is subject to any such laws and/or regulations and the power exercised by any governmental entity pursuant to their enforcement;

If you desire any assistance in resolving any of the above matters, please feel free to contact us.

5. If the buyer(s) desire(s) a drawn survey, it should be obtained prior to closing.
6. This is only a preliminary title opinion based, in part at least, on the Abstractor's Pencil Notes. This opinion is made subject to exceptions reserved by the abstractor in preparing the abstract referenced herein. Once your transaction has closed and the documents have been recorded, you should have the entire Abstract continued in final form to show that, and have it returned to us for final examination, so we can render an Attorney's Certificate of Title for you.

**MADISON COUNTY TREASURER'S CERTIFICATE FOR
Sky Acres**

STATE OF IOWA)
) ss:
COUNTY OF MADISON)

The undersigned, on behalf of the Madison County Treasurer's Office, hereby certifies that I have examined the records of this office and have determined that Anthony M. Green and Jeri Lynn Green are the present fee simple titleholders to the following-described real estate:

See Exhibit A attached

I further certify that the above-described real estate is free from all certified property taxes and that said property is free from all special assessments, special rates and charges, nor are there any taxes due for Monies and Credits, Bushels of Grain, Industrial Machinery, Data Processing Equipment, Utilities or Buildings on leased land against Anthony M. Green and Jeri Lynn Green, who are the record titleholders of the above-described real estate.

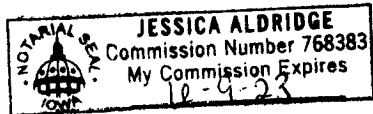
Dated this 29 day of June, 2022.

MADISON COUNTY TREASURER

By [Signature]

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of Iowa, on this 29 day of June, 2022.

[Signature]
Notary Public in and for the State of Iowa.



*Returned back
to town
6/29/22*

MADISON COUNTY AUDITOR'S CERTIFICATE

Approval of Subdivision Plat Name

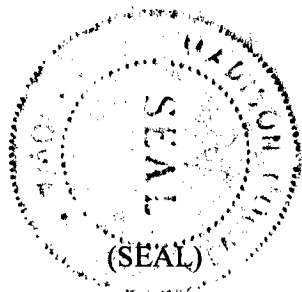
STATE OF IOWA)
) ss:
COUNTY OF MADISON)

The undersigned, on behalf of the Madison County Auditor's Office, hereby certifies that I have reviewed the final plat of

SKY ACRES

I further certify that the pursuant to Iowa Code §354.6(2) and §354.11 (1)(e), we approve of the Subdivision name or title and no objections to the subdivision plat being recorded.

Dated this 5th day of July, 20 22.



MADISON COUNTY AUDITOR

By Shelley E. Kasten
County Auditor of Madison County, Iowa

Private Road Agreement

This Agreement made and entered into, by and between, the proprietors of Sky Acres Subdivision and MIKE HALKETT, Madison County Engineer.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

- 1. The Proprietors of Sky Acres Subdivision, a Plat in the following described real estate:

See Attached

Hereby agree that all private roads located within Sky Acres Subdivision are private roads and are not being dedicated to Madison County, Iowa. Said proprietors consent and agree that such roads shall not be maintained in any manner by Madison County, Iowa, or the Madison County Engineer's Department.

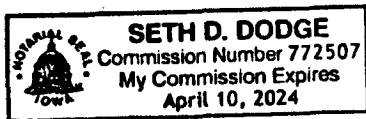
DATED: 6/21/22

Jeri Lynn Green
Jeri Lynn Green

Jeri Lynn Green POWER OF ATTORNEY IN-FACT FOR ANTHONY GREEN
Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green

STATE OF IA, COUNTY OF Polk) ss:

On this 21 day of June, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jeri Lynn Green and Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green



[Signature]
Notary Public in and for said State

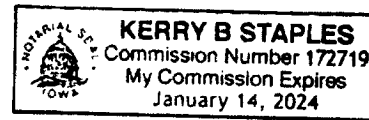
Madison County Engineer

MAHA

STATE OF IOWA, COUNTY OF MADISON) ss:

On this 12 day of JULY, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared MIKE HACKETT as COUNTY ENGINEER for Madison County.

Kerry B Staples
Notary Public in and for said State



Preparer: Seth D. Dodge, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801 (127396)
Return To: Seth D. Dodge, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801

LENDER'S CONSENT TO PLAT

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned officer, acting with full authority for and on behalf of **Collins Community Credit Union** (hereinafter, Lender), does hereby consent to the platting of the property described below as a part of **Sky Acres**. The property is legally described as follows:

See Exhibit A attached

The Lender is the present owner of a Mortgagee's interest in that certain mortgage granted by ~~as~~ ~~Mortgagor, to Lender as Mortgage from~~ Anthony M. Green and Jeri L. Green, husband and wife, to Collins Community Credit Union in the original principal amount of \$68,625.00 dated December 26, 2017 and filed January 2, 2018 in Book 2018 at Page 6. Lender hereby acknowledges that the platting of said real estate into lots is with its consent and in accordance with its desire.

DATED: 6/23/2022

Collins Community Credit Union

By Noel C. Kurt
Print: Noel C. Kurt
Office: Mortgage Servicing

STATE OF Iowa, COUNTY OF Linn) ss:

On this 23 day of June, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Noel C. Kurt as AVP Servicing of Collins Community Credit Union.

Vickie Hickson
Notary Public in and for said State



Preparer: Seth D. Dodge, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801

Return To: Seth D. Dodge, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266

AFFIDAVIT RE FENCE

This Affidavit is made with respect to the real estate described as:

See Exhibit A, attached.

STATE OF IOWA, Dolk COUNTY) SS.

We, **Anthony M. Green and Jeri Lynn Green**, being first duly sworn or affirmed do hereby depose and state of our personal knowledge that:

1. We know of our personal knowledge that there is a lawful fence on the North side of the Plat known as Sky Acres Subdivision.
2. The Eastern side adjoins the public roadway and does not require a fence.
3. The Affiants have sought a waiver of any further fence requirements from Madison County, which waiver is filed contemporaneous with this Affidavit.
4. This affidavit is given to demonstrate compliance with the zoning code of Madison County, as amended.

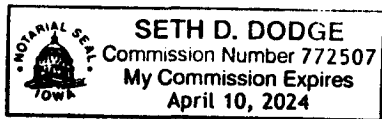
DATED: 6/21/22

Jeri Lynn Green
Jeri Lynn Green

Jeri Lynn Green ATTORNEY-IN-FACT FOR ANTHONY GREEN
Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green

STATE OF IA, COUNTY OF Polk) ss:

On this 21 day of June, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jeri Lynn Green and Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green



[Signature]
Notary Public in and for said State

Prepared by:

Return to: Seth D. Dodge, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801 (127396)

PRIVATE INGRESS-EGRESS EASEMENT(S)

KNOW TO ALL PERSONS BY THESE PRESENTS that the undersigned, Anthony M. Green and Jeri Lynn Green (hereinafter referred to as the “Grantor”), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey the easements described in this Private Ingress-Egress Easement (hereinafter the “Easement”).

WHEREAS, Grantor owns legal title to the real property legally described as follows (hereinafter the “Easement Area”):

See Exhibit A

WHEREAS, Grantor owns legal title to the real property legally described as follows (hereinafter the “Benefited Parcels”):

LOT 4 IN K BAR C SUBDIVISION, AN OFFICIAL PLAT, MADISON COUNTY, IOWA INCLUDING PARCEL G AS SHOWN IN BOOK 2022 AT PAGE 652 IN THE OFFICE OF THE MADISON COUNTY, IOWA, RECORDER

To be known as “Sky Acres”, Madison County, Iowa.

WHEREAS, Grantor desires to grant certain easement rights benefiting the Benefited Parcels and burdening the Easement Area.

NOW, THEREFORE, Grantor hereby grants and conveys to the owners, customers, invitees, lessees, sublessees, employees, agents, licensees, contractors, vendors and suppliers of each Benefited Parcel a non-exclusive easement for the passage of vehicles over and across the driveway areas of the Easement Area as the driveway areas may from time to time be constructed and maintained for such use.

This Easement shall be subject to the following terms and conditions:

1. Erection of Structures Prohibited. Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Area.

2. Placement of Obstructions, Plantings and Materials Prohibited. Grantor, its successors or assigns, shall not cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area.

3. Maintenance. The owner or occupant of the Benefited Parcel upon which the Easement Area is located shall keep and preserve that portion of the Easement Area within his/her/its Parcel in good repair and condition at all times and shall not obstruct or impair usage of the Easement Area. The owner or occupant of the Benefited Parcel upon which the Easement Area is located shall be responsible for operating, maintaining (including removal of snow, ice and debris), repairing, protecting, managing, lighting, cleaning, painting and, when necessary, minor repair of the pavement upon the Easement Area located within his/her/its Parcel. In the event that an owner or lessee fails to maintain the Easement Area, the owners of the other Parcels shall have the right to perform such obligations after providing written notice of such failure and a reasonable time to cure such failure, and to charge the owner for the costs thereof. Such right to reimbursement shall be secured by a lien in favor of the party performing such cure, and such performing party may record such lien upon the Benefited Parcel owned by the defaulting party. However, in the event any party performs such cure without giving the applicable notice, then the performing party shall not be entitled to reimbursement for the cost of such cure. The rights granted herein shall not create any obligation on the part of any party to exercise such rights or perform another party's obligations, nor shall failure to exercise any such right be construed to be a waiver thereof.

Any major replacement, repair, and maintenance of the Easement Area shall be made subject to the prior written consent of all of the owners of the Benefited Parcels, which consent shall not be unreasonably withheld or delayed. The owners of each Benefited Parcel shall pay a proportionate share of the cost of any such major replacement, repair and maintenance of the Easement Area, which share shall be a fraction, the numerator of which is the square footage of the Benefited Parcel and the denominator of which is the total square footage of all of the Benefited Parcels. The owners of each Benefited Parcel shall reasonably cooperate with the owners of the other Parcels in initiating, supervising and paying of such major replacement, repair and maintenance of the Easement Area.

Grantor, its successors or assigns, shall keep and preserve that portion of the Easement Area free and clear of bushes, brush, trees, trash, debris, weeds, undergrowth, objects, structures, fences, landscape elements, dirt fill and other obstructions, which may interfere, obstruct, or impede the flow of water in the Easement Area.

4. Change in Grade Prohibited. Grantor and its successors and assigns shall not change the grade elevation or contour of any part of the Easement Area.

5. Easement Runs With Land. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does HEREBY COVENANT that (i) Grantor holds said real estate described in this Easement Area by title in fee simple; (ii) that Grantor has good and lawful authority to convey the

same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said Easement Area against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 21 day of June, 2022

DATED: 6/21/22

Jeri Lynn Green
Jeri Lynn Green

Jeri Lynn Green AS ATTORNEY IN-FACT FOR ANTHONY GREEN
Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green

STATE OF IA, COUNTY OF Polk) ss:

On this 21 day of June, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jeri Lynn Green and Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green



[Signature]
Notary Public in and for said State

DATED: 6/21/22

Jeri Lynn Green
Jeri Lynn Green

Jeri Lynn Green ATTORNEY-IN-FACT FOR ANTHONY GREEN
Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green

STATE OF IA, COUNTY OF Polk) ss:

On this 21 day of June, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jeri Lynn Green and Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green



[Signature]
Notary Public in and for said State

EXHIBIT A
LEGAL DESCRIPTION

PRIVATE INGRESS-EGRESS EASEMENT

AN IRREGULAR SHAPED PRIVATE INGRESS-EGRESS EASEMENT OVER AND ACROSS A PORTION OF LOT 2 IN SKY ACRES, AN OFFICIAL PLAT, MADISON COUNTY, IOWA DESCRIBED AS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S89°19'20"W ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 48.33 FEET TO THE WEST RIGHT-OF-WAY LINE OF VINTAGE LANE AS IT IS PRESENTLY ESTABLISHED AND TO THE POINT OF BEGINNING; THENCE CONTINUING S89°19'20"W ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 372.35 FEET; THENCE S00°07'20"W ALONG A LINE PARALLEL WITH AND 25.00 FEET WEST OF THE EAST LINE OF SAID LOT 2, A DISTANCE OF 175.75 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE N86°19'20"E ALONG THE SOUTH LNE OF SAID LOT 2, A DISTANCE OF 25.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N00°07'20"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 156.71 FEET TO THE NORTHWEST CORNER OF LOT 1 IN SAID SKY ACRES; THENCE N86°19'20"E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 347.40 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID VINTAGE LANE; THENCE N00°07'20"W ALONG THE WEST RIGHT-OF-WAY LINE OF SAID VINTAGE LANE, A DISTANCE OF 20.04 FEET TO THE POINT OF BEGINNING.

IOWA STATUTORY POWER OF ATTORNEY FORM

1. POWER OF ATTORNEY

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including but not limited to your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is not entitled to compensation unless you state otherwise in the optional Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a coagent in the optional Special Instructions. Coagents must act by majority rule unless you provide otherwise in the optional Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

This power of attorney becomes effective immediately upon signature and acknowledgment unless you state otherwise in the optional Special Instructions.

If you have questions about this power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

I ANTHONY MARTIN GREEN (name of principal) name the following person as my agent:

Name of Agent JERI LYNN GREEN

Agent's Address 1314 CRESTON AVE, DES MOINES IA 50315

Agent's Telephone Number (515) 402-8179

DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of Successor Agent _____

Successor Agent's Address _____

Successor Agent's Telephone Number _____

If my successor agent is unable or unwilling to act for me, I name as my second successor agent:

Name of Second Successor Agent _____

Second Successor Agent's Address _____

Second Successor Agent's Telephone Number _____

GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B:

(Initial each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

- Real Property
- Tangible Personal Property
- Stocks and Bonds
- Commodities and Options
- Banks and Other Financial Institutions
- Operation of Entity or Business
- Insurance and Annuities
- Estates, Trusts, and Other Beneficial Interests
- Claims and Litigation
- Personal and Family Maintenance
- Benefits from Governmental Programs or Civil or Military Service
- Retirement Plans
- Taxes
- All Preceding Subjects

GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

My agent shall not do any of the following specific acts for me unless I have initialed the specific authority listed below:

(Caution: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. Initial only the specific authority you WANT to give your agent.)

- Amend, revoke, or terminate a revocable inter vivos trust, if authorized by the trust.
- Agree to the amendment or termination of any other inter vivos trust.
- Make a gift to an individual who is not an agent, subject to the limitations of the Iowa Uniform Power of Attorney Act, Iowa Code section 633B.217, and any special instructions in this power of attorney.

Make gifts, either direct or indirect, to my agent acting under this power of attorney as follows:

- Any such gift must be approved in writing by _____; or
- No third party approval is needed.
- Authorize another person to exercise the authority granted under this power of attorney.
- Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.
- Exercise fiduciary powers that the principal has authority to delegate.
- Disclaim or refuse an interest in property, including a power of appointment.

LIMITATION ON AGENT'S AUTHORITY

An agent that is not my ancestor, spouse, or descendant shall not use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the optional Special Instructions.

SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions on the following lines:

I HEREBY REVOKE ALL GENERAL OR PLENARY POWERS OF ATTORNEY PREVIOUSLY EXECUTED, EXCLUDING POWERS OF ATTORNEY DESCRIBED IN IOWA CODE SECTION 633B.103, AND EXCLUDING POWERS OF ATTORNEY LIMITED TO A SPECIFIC AND IDENTIFIABLE ACTION OR TRANSACTION, WHICH ACTION OR TRANSACTION IS STILL CAPABLE OF PERFORMANCE BUT HAS NOT YET BEEN FULLY ACCOMPLISHED BY THE AGENT.

_____ shall have the authority to request

an accounting of any agent.

EFFECTIVE DATE

This power of attorney is effective immediately upon signature and acknowledgment unless I have stated otherwise in the optional Special Instructions.

NOMINATION OF CONSERVATOR AND GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a conservator of my estate or guardian of my person, I nominate the following person(s) for appointment:

Name of Nominee for Conservator of My Estate _____

Nominee's Address _____

Nominee's Telephone Number _____

Name of Nominee for Guardian of My Person _____

Nominee's Address _____

Nominee's Telephone Number _____

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Anthony M. Green
Your Signature

6/14/22
Date

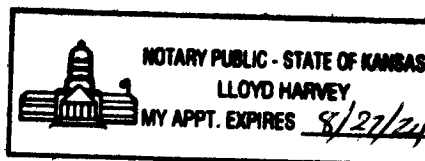
ANTHONY MARTIN GREEN
Your Name Printed

Your Address

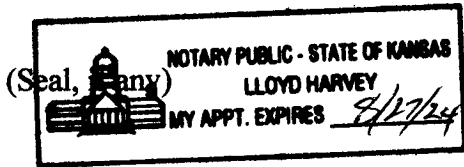
Your Telephone Number

State of KS

County of Leavenworth



This document was acknowledged before me on 6/14/22 (date), by Anthony Green (name of principal)
C. Mark ID



[Signature]
Signature of Notary
My commission expires 8/27/24

This document prepared by

JERI GREEN 515-402-8179
1314 CRESTON AVE, DES MOINES IA 50315

2. IMPORTANT INFORMATION FOR AGENT

AGENT'S DUTIES

When you accept the authority granted under this power of attorney, a special legal relationship is created between the principal and you. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must do all of the following:

Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest.

Act in good faith.

Do nothing beyond the authority granted in this power of attorney.

Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as agent in the following manner:

ANTHONY MARTIN GREEN (principal's name) by
JERI LYNN GREEN (your signature) as Agent

Unless the Special Instructions in this power of attorney state otherwise, you must also do all of the following:

Act loyally for the principal's benefit.

Avoid conflicts that would impair your ability to act in the principal's best interest.

Act with care, competence, and diligence.

Keep a record of all receipts, disbursements, and transactions made on behalf of the principal.

Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest.

Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

TERMINATION OF AGENT'S AUTHORITY

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include any of the following:

Death of the principal.

The principal's revocation of the power of attorney or your authority.

The occurrence of a termination event stated in the power of attorney.

The purpose of the power of attorney is fully accomplished.

If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

LIABILITY OF AGENT

The meaning of the authority granted to you is defined in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B. If you violate the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B, or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

Preparer: Seth D. Dodge, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801 (127396)
Return To: Seth D. Dodge, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801

OWNERS CONSENT TO PLAT

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, **Anthony M. Green and Jeri Lynn Green**, the current holder to the real estate described below does hereby consent to the platting of the real estate as **“Sky Acres”**. The subject real estate is legally described as follows:

See Exhibit A attached

The undersigned hereby declares that plat is prepared with its free consent and in accordance with its desire.

DATED: 6/21/22

Jeri Lynn Green
Jeri Lynn Green

Jeri Lynn Green ATTORNEY-IN-FACT FOR ANTHONY GREEN
Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green

STATE OF IA, COUNTY OF Polk) ss:

On this 21 day of June, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jeri Lynn Green and Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green



[Signature]
Notary Public in and for said State

LAND DISTURBING ACTIVITIES AFFIDAVIT

STATE OF IOWA, COUNTY OF Polk) ss.

Pursuant to section 161 A.64, Code of Iowa in consideration for permission to engage in a land disturbing activity as defined in that statute, and recognizing that the agency authorized by that statute to receive and file this affidavit will rely on the statements we make herein, we, Jeri Green and Anthony Green, being first duly sworn on oath, do solemnly swear to affirm that:

I do not plan to engage in land disturbing activities upon the following described real estate:

See Exhibit A, attached

As owner or occupant of the land described above, we are aware that we must establish and maintain soil conservation practices as necessary to meet the soil loss limits established by the Madison County Soil and Water Conservation District, pursuant to sections 161 A.43, and 161 A.44, Code of Iowa.

We are aware that loss limit regulations prohibit sediment from leaving the site in excess of 5 tons per acre per year. The land disturbing activities described above will be conducted in a manner that will insure compliance with the soil loss limit regulations.

We assume responsibility for all land disturbing activities conducted on this property by us or other people or entities we represent. This authority covers only the land and land disturbing activity described above.

We are the owners of the land, and have full authority to enter into this agreement.

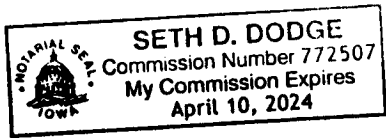
DATED: 6/21/22

Jeri Lynn Green
Jeri Lynn Green

Jeri Lynn Green ATTORNEY-IN-FACT FOR ANTHONY GREEN
Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green

STATE OF IA, COUNTY OF Polk) ss:

On this 21 day of June, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jeri Lynn Green and Jeri Lynn Green, as Attorney-in-fact for Anthony M. Green



[Signature]
Notary Public in and for said State

EXHIBIT "A"

LEGAL DESCRIPTION

**LOT 4 IN K BAR C SUBDIVISION, AN OFFICIAL PLAT, MADISON COUNTY, IOWA INCLUDING
PARCEL G AS SHOWN IN BOOK 2022 AT PAGE 652 IN THE OFFICE OF THE MADISON
COUNTY, IOWA, RECORDER**

To be known as "Sky Acres", Madison County, Iowa.

RESOLUTION 6A-2022

City of St. Charles

Approving Preliminary Plat for Sky Acres

WHEREAS, this development is within two (2) miles of the City of St. Charles; and

WHEREAS, the Applicant provides all supporting documentation required within the St. Charles subdivision regulations, and

WHEREAS, any significant modification to the preliminary plat be reviewed and approved by the City Council; and

NOW THEREFORE BE IT RESOLVED:

1. The City of St. Charles in Madison County, Iowa, approves the preliminary plat for Sky Acres as described and shown in Exhibit A, attached, and made a part thereof by reference.

Passed and Approved on June 6, 2022



Dennis Smith, Mayor

ATTEST:



Tracy Kozak, City Clerk



Document 2022 2394
 Book 2022 Page 2394 Type 06 044 Pages 35
 Date 8/11/2022 Time 10:51:38AM
 Rec Amt \$177.00 Aud Amt \$5.00
 INDX
 ANNO
 SCAN
 CHEK

LISA SMITH, COUNTY RECORDER
 MADISON COUNTY IOWA

SKY ACRES

Madison County Iowa

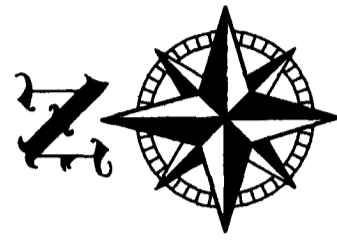
PROPERTY DESCRIPTION:

LOT 4 IN K BAR C SUBDIVISION, AN OFFICIAL PLAT, MADISON COUNTY, IOWA INCLUDING PARCEL G AS SHOWN IN BOOK 2022 AT PAGE 652 IN THE OFFICE OF THE MADISON COUNTY, IOWA, RECORDER.

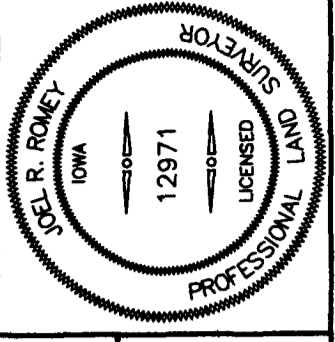
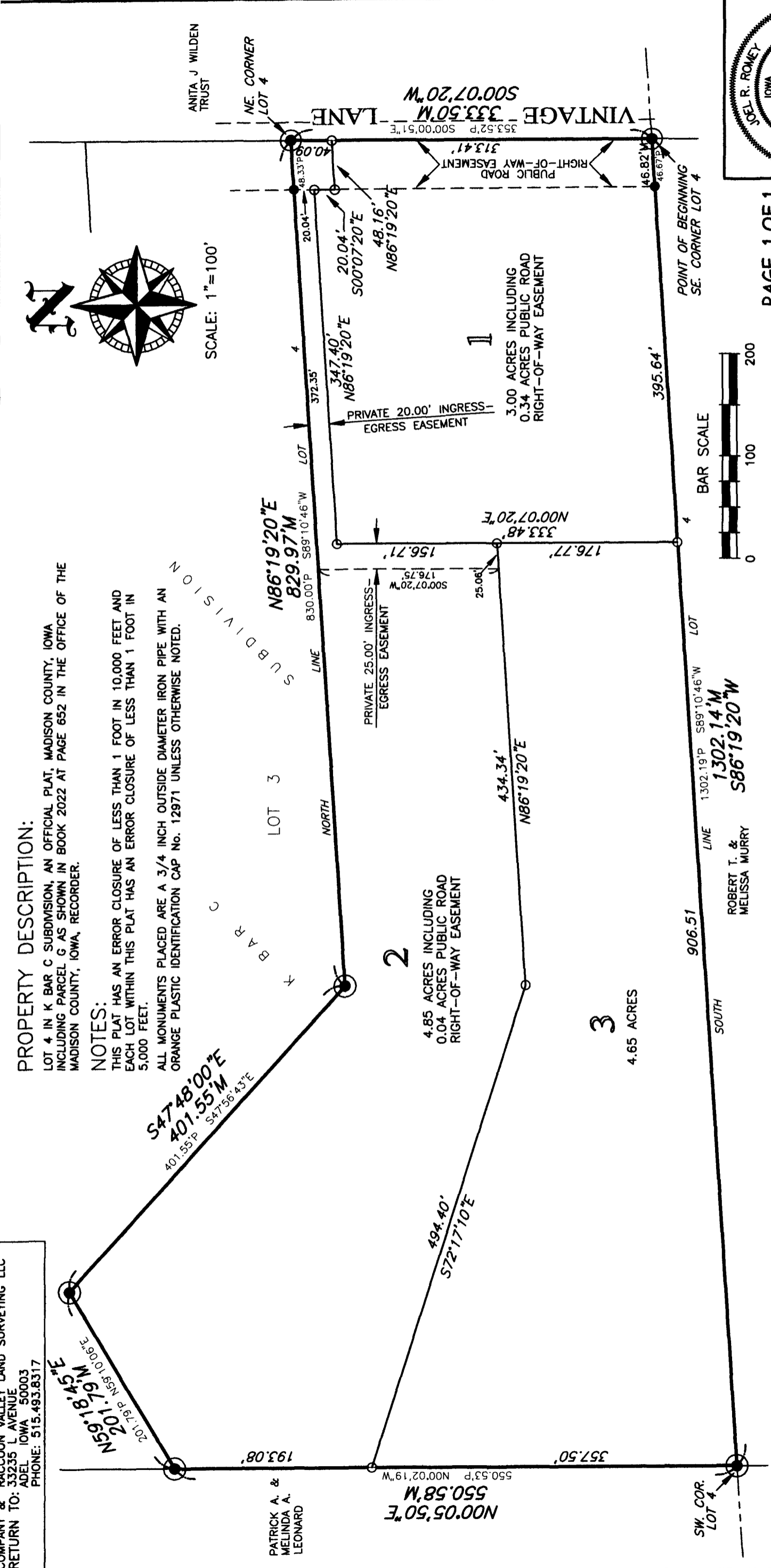
NOTES:

THIS PLAT HAS AN ERROR CLOSURE OF LESS THAN 1 FOOT IN 10,000 FEET AND EACH LOT WITHIN THIS PLAT HAS AN ERROR CLOSURE OF LESS THAN 1 FOOT IN 5,000 FEET.
 ALL MONUMENTS PLACED ARE A 3/4 INCH OUTSIDE DIAMETER IRON PIPE WITH AN ORANGE PLASTIC IDENTIFICATION CAP No. 12971 UNLESS OTHERWISE NOTED.

INDEX LEGEND
 LOCATION: L PARCEL G LOT 4 K BAR C SUB'D.
 NW 1/4 SECTION 10 T75N R26W
 MADISON COUNTY IOWA
 REQUESTOR: JERI GREEN
 PROPRIETOR: ANTHONY M. & JERI LYNN GREEN
 1314 CRESTON AVENUE
 DES MOINES IOWA 50315
 SURVEYOR: JOEL R. ROMNEY
 COMPANY & RACCOON VALLEY LAND SURVEYING LLC
 RETURN TO: 33235 L AVENUE
 ADEL IOWA 50003
 PHONE: 515.493.8317



SCALE: 1" = 100'



PAGE 1 OF 1

PN:22006

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE RELATED SURVEY WORK WAS PERFORMED UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. LICENSE RENEWAL DATE: 31 DEC. 2023 PAGES COVERED BY THIS SEAL: THIS PAGE ONLY

Raccoon Valley Land Surveying
 33235 L Avenue Adel Iowa 50003 515.493.8317

SIGNED: *Joel R. Romney* DATE: 06/30/22
 JOEL R. ROMNEY P.L.S. 12971