



Document 2024 1001

Book 2024 Page 1001 Type 06 044 Pages 21

Date 5/10/2024 Time 8:38:05AM

Rec Amt \$107.00 Aud Amt \$5.00

INDX
ANNO
SCAN

BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

Andrew J. Barden
City Administrator
124 W. Court Avenue
Winterset IA 50273
(515) 462-1422

CERTIFICATION OF FINAL PLAT OF SURVEY

I, the undersigned City Clerk of the City of Winterset, Iowa, hereby certifies that the following described documents attached hereto are true and authentic copies of the official records in the custody of the Office of the City Clerk of the City of Winterset, Iowa.

1. Final Plat of Survey for "North Stone Village, Plat 8" proprietor is Corkrean Properties
2. Resolution 2024-16 "A Resolution Approving Final Plat of Survey for North Stone Village, Plat 8"

Witness my hand and the City Seal this 8th Day of May 2024.

Andrew J. Barden, City Clerk/ City
Administrator/ Zoning Administrator

SEAL:



**PLAT AND CERTIFICATE
FOR
NORTH STONE VILLAGE PLAT 8
AN ADDITION TO THE CITY OF WINTERSET,
MADISON COUNTY, IOWA**

I, Drew Barden, City Administrator at the City of Winterset, 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 North Stone Village Plat 8, an Addition to the City of Winterset, Madison County, Iowa; and that the real estate comprising said plat is described as follows:

A part of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) and a part of Parcel "R" as shown on the Plat of Survey recorded in Book 2023, Page 442, being a part of the Southeast Quarter (1/4) of the Southeast Quarter (1/4), all in Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., in the City of Winterset, Madison County, Iowa and more particularly described as follows: Beginning at the Northeast corner of North Stone Village Plat 7, an Official Plat; thence South 89°10'11" East, 309.96 feet; thence South 89°51'14" East, 66.00 feet; thence South 00°08'46" West, 240.02 feet; thence North 89°51'14" West, 66.00 feet; thence North 89°10'11" West, 312.83 feet to the Southeast corner of said North Stone Village Plat 7, thence North 00°49'49" East along the East line of said North Stone Village Plat 7, a distance of 240.00 feet to the point of beginning and containing 2.08 acres (90,576 square feet).

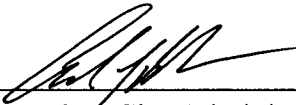
I do further certify that attached hereto are true and correct copies of the following documents which have been submitted in connection with said plat:

1. Dedication of Plat of North Stone Village Plat 8, an Addition to the City of Winterset, Madison County, Iowa;
2. Consent of Mortgagee, Union State Bank;
3. Consent of Mortgagee, Farmers & Merchants State Bank;
4. Attorney's Opinion;
5. Certificate of Treasurer;

6. Auditor's Approval
7. Ground Water Statement;
8. Deed of Restrictions;
9. Resolution of the City of Winterset;

all of which are duly certified in accordance with the Winterset Zoning Ordinance.

Dated this 8th day of May, 2024.

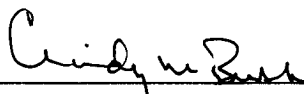


Drew Barden, City Administrator
City of Winterset, Madison County, Iowa

STATE OF IOWA, COUNTY OF MADISON: ss.

On this 8th day of May, 2024, before me, the undersigned, a Notary Public in and for the said State, personally appears, Drew Barden, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.





Notary Public in and for the State of Iowa

**DEDICATION OF PLAT
OF
NORTH STONE VILLAGE PLAT 8
TO THE CITY OF WINTERSET, MADISON COUNTY, IOWA**

KNOW ALL MEN BY THESE PRESENT:

That Corkrean Properties, L.L.C. and Winterwalk Properties, LLC, do hereby certify that they are the sole owners and proprietors of the following-described real estate:

**A part of the Southwest Quarter (¼) of the Southeast Quarter (¼) and a part of Parcel “R” as shown on the Plat of Survey recorded in Book 2023, Page 442, being a part of the Southeast Quarter (¼) of the Southeast Quarter (¼), all in Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., in the City of Winterset, Madison County, Iowa, and more particularly described as follows:
Beginning at the Northeast corner of North Stone Village Plat 7, an Official Plat; thence South 89°10’11” East, 309.96 feet; thence South 89°51’14” East, 66.00 feet; thence South 00°08’46” West, 240.02 feet; thence North 89°51’14” West, 66.00 feet; thence North 89°10’11” West, 312.83 feet to the Southeast corner of said North Stone Village Plat 7, thence North 00°49’49” East along the East line of said North Stone Village Plat 7, a distance of 240.00 feet to the point of beginning and containing 2.08 acres (90,576 square feet).**

That the subdivision of the above described real estate, as shown by the Final Plat of North Stone Village Plat 8 is with the free consent and in accordance with the owners’ desires as owners of said real estate.

Dated this 22 day of March, 2024.

CORKREAN PROPERTIES, LLC

By _____

Peter J. Corkrean, Manager

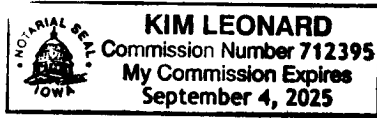
WINTERWALK PROPERTIES, LLC

By _____

Peter J. Corkrean Manager

STATE OF IOWA, COUNTY OF MADISON

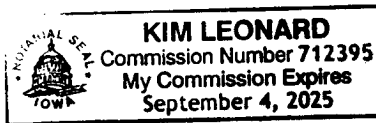
This instrument was acknowledged before me on this 22 day of March, 2024, by Peter J. Corkrean as Manager of Corkrean Properties, LLC



Kim Leonard
Notary Public in and for said State of Iowa

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 22 day of March, 2024, by Peter J. Corkrean as Manager of Winterwalk Properties, LLC



Kim Leonard
Notary Public in and for said State of Iowa

**CONSENT TO PLATTING
BY UNION STATE BANK**

Union State Bank does consent to the platting and subdivision of the following-described real estate:

**A part of the Southwest Quarter (¼) of the Southeast Quarter (¼) and a part of Parcel “R” as shown on the Plat of Survey recorded in Book 2023, Page 442, being a part of the Southeast Quarter (¼) of the Southeast Quarter (¼), all in Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., in the City of Winterset, Madison County, Iowa, and more particularly described as follows:
Beginning at the Northeast corner of North Stone Village Plat 7, an Official Plat; thence South 89°10’11” East, 309.96 feet; thence South 89°51’14” East, 66.00 feet; thence South 00°08’46” West, 240.02 feet; thence North 89°51’14” West, 66.00 feet; thence North 89°10’11” West, 312.83 feet to the Southeast corner of said North Stone Village Plat 7, thence North 00°49’49” East along the East line of said North Stone Village Plat 7, a distance of 240.00 feet to the point of beginning and containing 2.08 acres (90,576 square feet).**

in accordance with the ordinances of the City of Winterset, and the laws of the State of Iowa.

The undersigned holds the following mortgages on the above real estate:

1. Entry No. 43 shows a Mortgage (with Future Advance Clause) from Corkrean Properties, LLC to Union State Bank, dated April 14, 2021, filed April 15, 2021, in Book 2021, Page 1553, in the Recorder’s Office of Madison County, Iowa, which secures credit in the amount of \$375,000.00. This Mortgage constitutes a first lien against the Southwest Quarter (¼) of the Southeast Quarter (¼).

2. Entry No. 61 shows an Open-End Mortgage (with Future Advance Clause) from Corkrean Properties, LLC to Union State Bank, dated October 5, 2023, filed October 11, 2023, in Book 2023, Page 2506, in the Recorder’s Office of Madison County, Iowa, which secures credit in the amount of \$1,631,270.00. This Mortgage constitutes a second lien against the Southwest Quarter (¼) of the Southeast Quarter (¼).

Dated this 26th day of March, 2024.

UNION STATE BANK

By *Jeffrey J. Pasko*

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 26 day of March, 2024,
by Nicole McChurch, as VP of Union State Bank.

Nicole McChurch
Notary Public in and for said State



**CONSENT TO PLATTING
BY FARMERS & MERCHANTS STATE BANK**

Farmers & Merchants State Bank does consent to the platting and subdivision of the following-described real estate:

**A part of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) and a part of Parcel "R" as shown on the Plat of Survey recorded in Book 2023, Page 442, being a part of the Southeast Quarter (1/4) of the Southeast Quarter (1/4), all in Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., in the City of Winterset, Madison County, Iowa, and more particularly described as follows:
Beginning at the Northeast corner of North Stone Village Plat 7, an Official Plat; thence South 89°10'11" East, 309.96 feet; thence South 89°51'14" East, 66.00 feet; thence South 00°08'46" West, 240.02 feet; thence North 89°51'14" West, 66.00 feet; thence North 89°10'11" West, 312.83 feet to the Southeast corner of said North Stone Village Plat 7, thence North 00°49'49" East along the East line of said North Stone Village Plat 7, a distance of 240.00 feet to the point of beginning and containing 2.08 acres (90,576 square feet).**

in accordance with the ordinances of the City of Winterset, and the laws of the State of Iowa.

The undersigned holds the following mortgage on the above real estate:

1. Entry No. 59 shows an Open-End Mortgage (with Future Advance Clause) from Winterwalk Properties to Farmers & Merchants State Bank, dated March 30, 2023, filed April 26, 2023, in Book 2023, Page 860, in the Recorder's Office of Madison County, Iowa, which secures credit in the amount of \$2,000,000.00 This Mortgage constitutes a first lien against Parcel "R".

Dated this 22nd day of March, 2024.

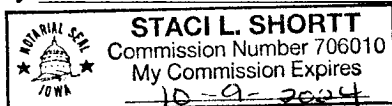
FARMERS & MERCHANTS STATE BANK


By  VP

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 22nd day of March, 2024,

by Tim J. Rethmeier, as Vice President of Farmers & Merchants State Bank.




Notary Public in and for said State

**ATTORNEY'S OPINION FOR FINAL PLAT
NORTH STONE VILLAGE PLAT 8
MADISON COUNTY, IOWA**

I, Kyle A. Weber, an attorney at law licensed to practice under the laws of the State of Iowa, have examined the abstract of title in one (1) part, last certified to February 20, 2024, at 8:00 A.M., by Madison County Abstract Company purporting to show the chain of title to the following described real estate, which is the real property contained in Preliminary Plat, North Stone Village Plat 8, Madison County, Iowa.

A part of the Southwest Quarter (¼) of the Southeast Quarter (¼) and a part of Parcel "R" as shown on the Plat of Survey recorded in Book 2023, Page 442, being a part of the Southeast Quarter (¼) of the Southeast Quarter (¼), all in Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., in the City of Winterset, Madison County, Iowa, and more particularly described as follows:

Beginning at the Northeast corner of North Stone Village Plat 7, an Official Plat; thence South 89°10'11" East, 309.96 feet; thence South 89°51'14" East, 66.00 feet; thence South 00°08'46" West, 240.02 feet; thence North 89°51'14" West, 66.00 feet; thence North 89°10'11" West, 312.83 feet to the Southeast corner of said North Stone Village Plat 7, thence North 00°49'49" East along the East line of said North Stone Village Plat 7, a distance of 240.00 feet to the point of beginning and containing 2.08 acres (90,576 square feet).

In my opinion, merchantable title to the above-described property is in the name of the Corkrean Properties, LLC, as to the Southwest Quarter (¼) of the Southeast Quarter (¼), and Winterwalk Properties, LLC, as to Parcel "R", free and clear of all liens and encumbrances, except:

1. Entry No. 59 shows an Open-End Mortgage (with Future Advance Clause) from Winterwalk Properties to Farmers & Merchants State Bank, dated March 30, 2023, filed April 26, 2023, in Book 2023, Page 860, in the Recorder's Office of Madison County, Iowa, which secures credit in the amount of \$2,000,000.00 This Mortgage constitutes a first lien against Parcel "R".

2. Entry No. 43 shows a Mortgage (with Future Advance Clause) from Corkrean Properties, LLC to Union State Bank, dated April 14, 2021, filed April 15, 2021, in Book 2021, Page 1553, in the Recorder's Office of Madison County, Iowa, which secures credit in the amount

of \$375,000.00. This Mortgage constitutes a first lien against the Southwest Quarter (¼) of the Southeast Quarter (¼).

3. Entry No. 61 shows an Open-End Mortgage (with Future Advance Clause) from Corkrean Properties, LLC to Union State Bank, dated October 5, 2023, filed October 11, 2023, in Book 2023, Page 2506, in the Recorder's Office of Madison County, Iowa, which secures credit in the amount of \$1,631,270.00. This Mortgage constitutes a second lien against the Southwest Quarter (¼) of the Southeast Quarter (¼).

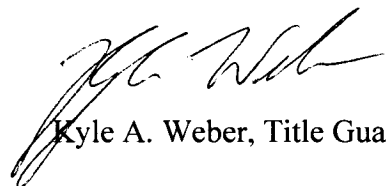
4. Entry No. 6 shows an Easement from Robert M. Casper, Robert E. Casper, Gretchen Casper, Margaret M. Casper, Dwight Casper to Reed Brothers, Inc., its successors and assigns, dated November 29, 1967, filed December 4, 1967, in Deed Record 96, Page 23, in the Recorder's Office of Madison County, Iowa, for the purposes of constructing, operating, and maintaining a water main.

5. Entry No. 16 shows a Limited Easement in favor of Southern Iowa Rural Water Association, its successors and assigns, dated December 13, 2001, filed May 31, 2002, in Book 2002, Page 2586, in the Recorder's Office of Madison County, Iowa, for the purposes of constructing, operating, and maintaining a water pipeline.

Entry No. 36 shows a Corrected Partial Release of Easement, dated September 22, 2016, filed September 27, 2016, in Book 2016, Page 2823, in the Recorder's Office of Madison County, Iowa.

Respectfully submitted,

JORDAN, OLIVER & WALTERS, P.C.

A handwritten signature in black ink, appearing to read 'K. A. Weber', is written over the typed name.

Kyle A. Weber, Title Guaranty No. 10987

CERTIFICATE OF THE COUNTY TREASURER OF MADISON COUNTY, IOWA

I, Amanda De Vos, do hereby certify that I am the duly elected and acting Treasurer of Madison County, Iowa; that I have examined the records in my office, and that there are no unpaid taxes forming a lien against the following-described real estate, to-wit:

A part of the Southwest Quarter (¼) of the Southeast Quarter (¼) and a part of Parcel "R" as shown on the Plat of Survey recorded in Book 2023, Page 442, being a part of the Southeast Quarter (¼) of the Southeast Quarter (¼), all in Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., in the City of Winterset, Madison County, Iowa, and more particularly described as follows:

Beginning at the Northeast corner of North Stone Village Plat 7, an Official Plat; thence South 89°10'11" East, 309.96 feet; thence South 89°51'14" East, 66.00 feet; thence South 00°08'46" West, 240.02 feet; thence North 89°51'14" West, 66.00 feet; thence North 89°10'11" West, 312.83 feet to the Southeast corner of said North Stone Village Plat 7, thence North 00°49'49" East along the East line of said North Stone Village Plat 7, a distance of 240.00 feet to the point of beginning and containing 2.08 acres (90,576 square feet).

DATED at Winterset, Iowa, this 22 day of March, 2024.


Amanda De Vos, Treasurer of Madison County, Iowa

CERTIFICATE OF AUDITOR

Pursuant to Iowa Code Requirements, the following proposed Subdivision name:

North Stone Village Plat 8
City of Winterset, Madison County, Iowa

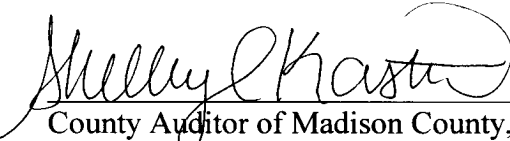
For property located at:

A part of the Southwest Quarter (¼) of the Southeast Quarter (¼) and a part of Parcel “R” as shown on the Plat of Survey recorded in Book 2023, Page 442, being a part of the Southeast Quarter (¼) of the Southeast Quarter (¼), all in Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., in the City of Winterset, Madison County, Iowa, and more particularly described as follows: Beginning at the Northeast corner of North Stone Village Plat 7, an Official Plat; thence South 89°10’11” East, 309.96 feet; thence South 89°51’14” East, 66.00 feet; thence South 00°08’46” West, 240.02 feet; thence North 89°51’14” West, 66.00 feet; thence North 89°10’11” West, 312.83 feet to the Southeast corner of said North Stone Village Plat 7, thence North 00°49’49” East along the East line of said North Stone Village Plat 7, a distance of 240.00 feet to the point of beginning and containing 2.08 acres (90,576 square feet).

And owned by: Corkrean Properties, LLC, and Winterwalk Properties, LLC

Has been approved on the 22nd day of March, 2024.

By the Auditor, Madison County, Iowa.


County Auditor of Madison County, Iowa

**DEED OF RESTRICTIONS
NORTH STONE VILLAGE PLAT 8
AN ADDITION TO THE CITY OF WINTERSET,
MADISON COUNTY, IOWA**

That Corkrean Properties, L.L.C., an Iowa limited liability company and Winterwalk Properties, LLC, an Iowa limited liability company, are now the fee simple owners and record titleholders of the following-described real estate, to-wit:

See Attached Legal Description,

which real estate is being platted as North Stone Village Plat 8, an Addition to the City of Winterset, Madison County, Iowa.

Said owners do hereby impose and subject said real estate to certain regulations, covenants, restrictions and easements as to the use and occupancy thereof, as follows:

1) All lots in said Plat shall be used in a manner consistent with the Winterset Zoning Ordinance, the above-described real estate being located in a residential district. No structure shall be erected on any lot except a single-family residential dwelling structure, a one-to three-car garage and certain accessory buildings provided that accessory buildings other than garages may not be erected in excess of 400 square feet in area. One story dwellings shall contain a minimum of 1000 total square feet of finished ground floor area. Two story dwellings shall contain a minimum of 1200 total square feet of finished area on the main and second levels. Also, a townhouse consisting of two residential units or three residential units, may be constructed on any lot. No construction shall start on any such dwelling until the plans have been approved by the developer. No mobile homes, manufactured homes, double-wide homes or earth homes shall be erected or placed on any of the lots in said North Stone Village Plat 8, an Addition to the City of Winterset, Madison County, Iowa. Motor homes, camper trailers, boats, motorcycles and other recreational vehicles shall not be stored on the premises unless the same

are stored in a garage as permitted by these covenants.

- 2) The maximum amount of residents in any townhome shall be four, unless approved in writing by the developer.
- 3) The maximum amount of animals is three common house pets and only common house pets are permitted on any lot. A common house pet shall be defined as a dog, cat, fish, hamster, guinea pig, reptile or like animal. In the case of fish, more than three are allowed.
- 4) No fence of any kind shall be permitted on any lot without written approval from the developer. However, underground electric dog fences shall be permitted.
- 5) No exposed tile foundation shall be permitted and all exposed exterior concrete wall material shall be painted or covered with brick or stone veneer.
- 6) No driveways may be extended without the written consent of the developer. No parking on any grassy area is permitted.
- 7) No dog runs of any kind are permitted. All trash receptacle, or other out structure of like nature, shall be properly screened by reasonable shrubbery or decorative fence or both.
- 8) No automotive, boat or other mechanical repair work may be performed at or on any lot and all hobby type activity of a similar nature shall be confined to the interior of buildings on the lot. No bulky or unsightly piece of machinery shall be kept on any lot at any time.
- 9) Satellite dishes must be permanently installed to be located so that no part of the dish is viewable from the front of the home it services.
- 10) All portions of a lot not occupied by structures, walkways, driveways, parking or landscaping shall be sodded with grass within ninety (90) days after completion of the residence

thereon unless weather conditions make this requirement impossible to satisfy, in which event, they shall be sodded within sixty (60) days after weather conditions reasonably permit compliance with this requirement.

11) No lot in the Plat shall be further subdivided, except that a lot may be divided and sold to owners of adjoining lots to increase their size, and except that a lot may be divided into two or three lots in order that a building may be constructed on any lot composed of two or three townhouses and that the division of a lot into separate lots for two or three townhouse units shall not be considered to be a prohibited subdivision of the lot and shall be permitted.

12) No trailer, basement, tent, shack, garage, barn or other accessory building in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

13) No building shall be erected on any building lot unless the design and location is in harmony with the existing structures and locations in the tract and does not violate any of these protective covenants.

14) The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris, and shall not engage in an activity which is a nuisance.

15) These covenants are to run with the land and shall be binding on all parties and persons claiming through or under them, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots, it is agreed to delete the said covenants in whole or in part. No new or additional covenants shall be added unless all of the owners of the lots in said North Stone Village Plat 8, an Addition to the City of Winterset, Madison County, Iowa, agree in writing to any such additional covenants, provided that as long as the Developer owns a lot or lots in North

Stone Village Plat 8, the Developer shall have the right to add additional covenants to this Deed of Restrictions, amend such Deed of Restrictions or delete any portion of such deed of Restrictions without the consent of any of the other owners in North Stone Village Plat 8. The easements shown at numbered paragraph 14 hereof are perpetual in nature and may not be deleted.

16) If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for any owner of any lot or lots in the subdivision to institute proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants, conditions or restrictions, and to prevent or enjoin him or them from so doing or recover damages for such violation.

17) Invalidity of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

18) Perpetual easements for ingress, egress, drainage and utility purposes are hereby granted to the City of Winterset, Iowa, Mid-American Energy, Century Link, Mediacom and their successors and assigns for the installation, operation, maintenance and repair thereof, as shown by the Engineer's Final Plat filed herewith.

19) Any person, partnership, corporation or other entity purchasing a vacant lot in North Stone Village Plat 8, an Addition to the City of Winterset, Madison County, Iowa, shall commence construction of a residential dwelling within twelve (12) months of the date of delivery of a deed to said purchaser from the developer. In the event such buyer has not commenced construction within said 12-month period, the developer shall have the right to repurchase said lot at the same price paid by the buyer plus interest at the rate of seven percent (7%) per annum from and after date of the Deed from developer to buyer; and upon developer

exercising the option to repurchase the lot buyer shall promptly comply and furnish to developer an abstract showing merchantable title and a warranty deed.

20) "Developer" is defined as Corkrean Properties, L.L.C., an Iowa Limited Liability Company and Winterwalk Properties, LLC, an Iowa limited liability company.

Dated this 22nd day of March, 2022²⁴.

CORKREAN PROPERTIES, L.L.C.
WINTERWALK PROPERTIES, LLC

By [Signature]
Peter J. Corkrean, Member-Manager

STATE OF IOWA :
:SS
MADISON COUNTY :

This instrument was acknowledged before me on this 22 day of March, 2024 by Peter J. Corkrean, Member-Manager of Corkrean Properties, L.L.C and Winterwalk Properties, LLC.



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

A part of the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) and a part of Parcel "R" as shown on the Plat of Survey recorded in Book 2023, Page 442, being a part of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), all in Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., in the City of Winterset, Madison County, Iowa, and more particularly described as follows: Beginning at the Northeast corner of North Stone Village Plat 7, an Official Plat; thence South $89^{\circ}10'11''$ East, 309.96 feet; thence South $89^{\circ}51'14''$ East, 66.00 feet; thence South $00^{\circ}08'46''$ West, 240.02 feet; thence North $89^{\circ}51'14''$ West, 66.00 feet; thence North $89^{\circ}10'11''$ West, 312.83 feet to the Southeast corner of said North Stone Village Plat 7, thence North $00^{\circ}49'49''$ East along the East line of said North Stone Village Plat 7, a distance of 240.00 feet to the point of beginning and containing 2.08 acres (90,576 square feet).

RESOLUTION NO. 2024-16

RESOLUTION APPROVING FINAL PLAT OF SURVEY FOR NORTH STONE VILLAGE PLAT 8

WHEREAS, there was filed in the Office of the City Administrator of the City of Winterset, Madison County, Iowa, a registered land surveyor's plat of a proposed subdivision known as North Stone Village Plat 8, an Addition to the City of Winterset, Madison County, Iowa; and

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

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF PARCEL "R" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2023, PAGE 442, BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 25, TOWNSHIP 76 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WINTERSET, MADISON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF NORTH STONE VILLAGE PLAT 7, AN OFFICIAL PLAT; THENCE SOUTH 89°10'11" EAST, 309.96 FEET; THENCE SOUTH 89°51'14" EAST, 66.00 FEET; THENCE SOUTH 00°08'46" WEST, 240.02 FEET; THENCE NORTH 89°51'14" WEST, 66.00 FEET; THENCE NORTH 89°10'11", 312.83 FEET TO THE SOUTHEAST CORNER OF NORTH STONE VILLAGE PLAT 7; THENCE NORTH 00°49'49" EAST ALONG THE EAST LINE OF SAID NORTH STONE VILLAGE PLAT 7, A DISTANCE OF 240.00 FEET TO THE POINT OF THE BEGINNING AND CONTAINING 2.08 ACRES (90.576 SQUARE FEET). THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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, Corkrean Properties, Inc., and Lenders, Farmers & Merchants State Bank and Union State Bank; and

WHEREAS, said plat was accompanied by an opinion from an attorney at law showing that title is in fee simple in said proprietors and that said platted land is free from encumbrance, except one mortgage held by Farmers & Merchants State Bank, two mortgages held by Union State Bank and a certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes: and consents by the mortgage holders, Farmers & Merchants State Bank and Union State Bank to such platting; and

WHEREAS, the Planning & Zoning Commission of the City of Winterset, Iowa, met on Thursday, April 30, 2024, has reviewed said plat of survey and finds that the plat of survey conforms to the provisions of the land use plan, is in compliance with the Ordinances of the City of Winterset, Madison County, Iowa, is in compliance with the Comprehensive Plan of Winterset, and recommends that the plat of survey should be approved by the City Council of the City of Winterset, Iowa; and

WHEREAS, the City Council of the City of Winterset, Madison County, Iowa, finds that said plat conforms to the provisions of the Ordinances of the City of Winterset, Madison County, Iowa, and that the plat, papers and documents presented therewith should be approved by the City of Council of the City of Winterset, Madison County, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City of Council of the City of Winterset, Madison County, Iowa:

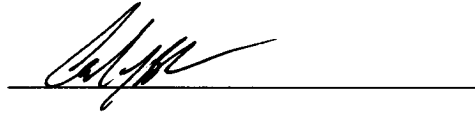
1. Said plat, known as North Stone Village Plat 8, an Addition to the City of Winterset, Madison County, Iowa, prepared in connection with said plat and subdivision is hereby approved.

2. The City Administrator of the City of Winterset, Madison County, Iowa, is hereby directed to certify this resolution which shall be affixed to said plat to the County documents which should be filed and recorded in connection therewith.

DATED at Winterset, Iowa, this 6th day of May 2024.


Thomas Leners, Mayor

ATTEST:



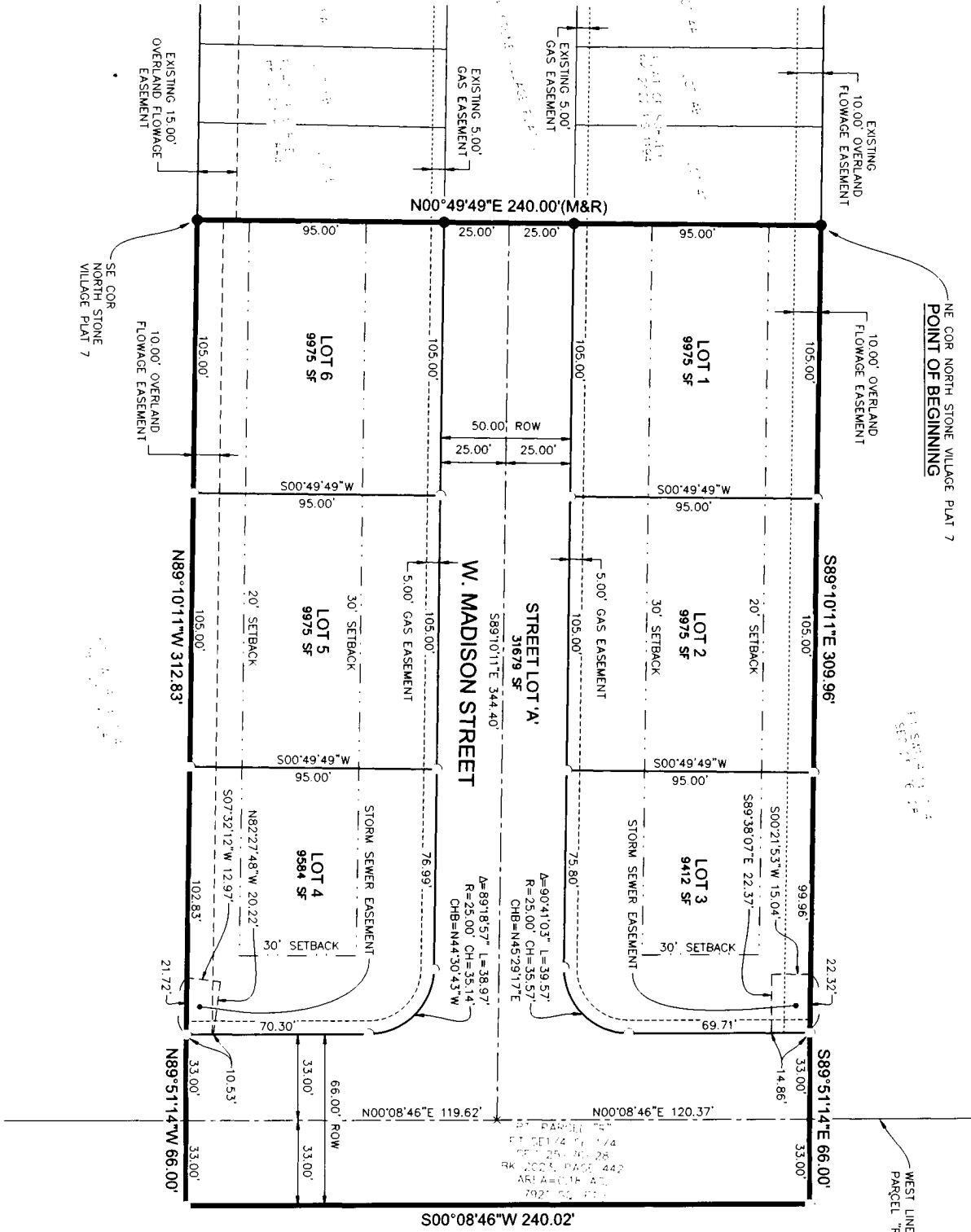
Andrew J. Barden, City Administrator



INDEX LEGEND
 LOCATION: PT SW 1/4 SE 1/4
 SEC 20-76-28
 WINTERSSET, MADISON COUNTY, IOWA
 REQUESTOR: CONGREMAN PROPERTIES
 PROJECTOR: 65 E. JEFFERSON
 WINTERSSET, IA 50273
 SURVEYOR: MICHAEL A. BROOKER
 SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE
 PREPARED BY: CIVIL DESIGN ADVANTAGE
 & RETURN TO: 4121 NW URBANDALE DRIVE
 URBANDALE, IOWA 50322
 PLS 315-369-4400

NORTH STONE VILLAGE PLAT 8

FINAL PLAT



OWNER / DEVELOPER
 CONGREMAN PROPERTIES
 65 E. JEFFERSON
 WINTERSSET, IA 50273
 CELL: (515) 988-9613
 OFFICE: (515) 462-3120

ENGINEER / SURVEYOR
 CIVIL DESIGN ADVANTAGE
 4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322

ZONING
 EXISTING: A-1 AGRICULTURAL
 PROPOSED: PUD

BULK REGULATIONS
 SETBACKS:
 FRONT YARD=30'
 SIDE YARD=10' TOTAL/5' MIN
 REAR YARD=20'

DATE OF SURVEY
 JANUARY 22, 2024

LEGEND
 SECTION CORNER AS NOTED
 1/2" REBAR, YELLOW PLASTIC CAP #15980
 (UNLESS OTHERWISE NOTED)
 MEASURED BEARING & DISTANCE
 RECORDED BEARING & DISTANCE
 DEEDED BEARING & DISTANCE
 PUBLIC UTILITY EASEMENT
 CURVE ARC LENGTH
 LOT ADDRESS
 CENTERLINE
 SECTION LINE
 EASEMENT LINE
 BUILDING SETBACK LINE
 PLAT BOUNDARY

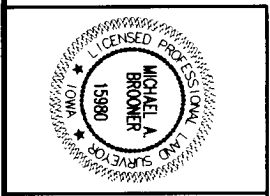
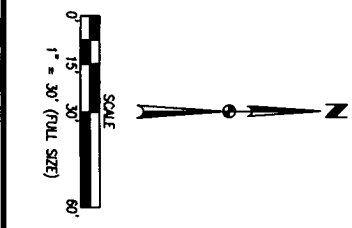
FOUND SET
 ● ▲ ○
 M R D
 P.U.E.
 AL
 (1234)

PLAT DESCRIPTION
 A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND A PART OF PARCEL "R" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2023 PAGE 442 BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 28, TOWNSHIP 16 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WINTERSSET, MADISON COUNTY, IOWA AND MORE PARTICULAR DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF NORTH STONE VILLAGE PLAT 7, AN OFFICIAL PLAT; THENCE SOUTH 89°10'11" EAST, 309.96 FEET; THENCE SOUTH 89°51'14" EAST, 66.00 FEET; THENCE SOUTH 00°08'46" WEST, 240.02 FEET; THENCE NORTH 89°51'14" WEST, 86.00 FEET; THENCE NORTH 89°10'11" WEST, 312.83 FEET TO THE SOUTHEAST CORNER OF NORTH STONE VILLAGE PLAT 7; THENCE NORTH 0°49'49" EAST ALONG THE EAST LINE OF SAID NORTH STONE VILLAGE PLAT 7, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.08 ACRES (90,576 SQUARE FEET).
 THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTES
 1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT BE SUBJECT TO MINIMUM PROTECTION.
 2. THIS PLAT BE SUBJECT TO MINIMUM PROTECTION. ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.

VICINITY MAP (NOT TO SCALE)
 The vicinity map shows the project site located at the intersection of W. Madison Street and W. Summit Street in Winterset, Iowa. Other streets shown include N 8th Ave, U.S. 169 N John Wayne Drive, and Cedar Bridge Rd.

FILE: H:\2024\20240526\1\DWG\PHASE 2\2005264-FINAL PLAT 8.DWG
 FILE DATE: 1/23/24 DATE PLOTTED: 1/30/2024 8:58 AM
 PLOTTED BY: JON ERDAHL TECH COMMENT: ENG



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECTED PERSONAL SUPERVISION AND UNDER THE SEAL AND A SEAL OF A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
 MICHAEL A. BROOKER, P.L.S.
 DATE: 5-8-2024
 LICENSE NUMBER 15980
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
 PAGES OR SHEETS COVERED BY THIS SEAL:
 THIS SHEET