



Document 2025 379

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ANNO  
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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

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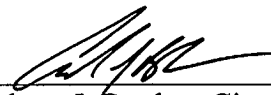
Andrew J. Barden  
City Administrator  
124 W Court Avenue  
Winterset, IA 50273  
(515) 462-1422

### 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 "Winterwalk Commercial Park Plat 1" proprietor is Winterwalk Properties, LLC.
2. Resolution 2025-05 "Resolution Approving Final Plat of Survey for Winterwalk"

Witness my hand and the City Seal this 7<sup>th</sup> Day of February 2025.

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

SEAL:



**PLAT AND CERTIFICATE FOR**  
**WINTERWALK COMMERCIAL PARK PLAT 1**  
**CITY OF WINTERSET, MADISON COUNTY, IOWA**

I, Andrew Barden, Zoning 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 as Winterwalk Commercial Park Plat 1 and that the real estate comprising said plat is described as follows:

PARCEL "R" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2023, PAGE 1274, BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 76 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN, EXCEPT NORTH STONE VILLAGE PLAT 8, AN OFFICIAL PLAT, ALL BEING IN THE CITY OF WINTERSET, MADISON COUNTY, IOWA AND CONTAINING 8.24 ACRES (359,075 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

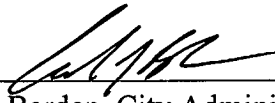
I do further certify that attached hereto are true and correct copies of the following documents which have been submitted in connection with said plat:

1. Dedication of Plat of Winterwalk Commercial Park Plat 1;
2. Consent of Mortgagee, Farmers & Merchants State Bank;
3. Attorney's Opinion;
4. Certificate from County Treasurer;
5. Auditor's Approval;
6. Groundwater Hazard Statement;
7. Land Disturbing Activities;
8. Declaration of Covenants, Conditions and Restrictions;

9. Resolution of the City of Winterset;
10. Outstanding Issue resolutions to complete from Developer;
11. Plat of Survey

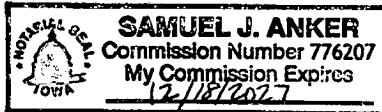
All of the above are duly certified in accordance with the Madison County Zoning Ordinance.

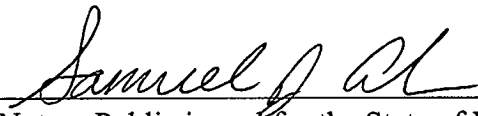
Dated this 7<sup>th</sup> Day of February, 2025

  
\_\_\_\_\_  
Andrew Barden, City Administrator  
City of Winterset, Madison County, Iowa

STATE OF IOWA, COUNTY OF MADISON: ss.

On this 7<sup>th</sup> day of February, 2025, before me, the undersigned, a Notary Public in and for the said State, personally appeared, Andrew Barden, 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  
WINTERWALK COMMERCIAL PARK PLAT 1 SUBDIVISION**

**KNOW ALL MEN BY THESE PRESENT:**

That Peter Corkrean, Manager of Winterwalk Properties, LLC, does hereby certify that Winterwalk Properties, LLC is the sole owner and proprietor of the following-described real estate:

**Parcel "R" located in the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., City of Winterset, Madison County, Iowa, containing 8.43 acres, as shown in Plat of Survey filed in Book 2023, Page 442, on March 3, 2023, and corrected by Affidavit filed in Book 2023, Page 562 on March 20, 2023, in the Office of the Recorder of Madison County, Iowa, EXCEPT all that part of North Stone Village Plat 8, an Addition to the City of Winterset, an Addition to the City of Winterset, Madison County, Iowa.**

That the subdivision of the above described real estate, as shown by the Final Plat of Winterwalk Commercial Park Plat 1 is with the free consent and in accordance with the owners' desire as owners of said real estate.

Dated this 22 day of January, 2025.

Winterwalk Properties, LLC

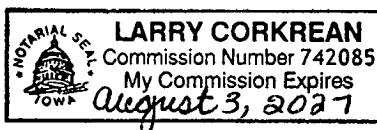
By

Peter Corkrean, Manager

STATE OF IOWA, COUNTY OF Madison

This instrument was acknowledged before me on this 22 day of January, 2025, by Peter Corkrean, Manager of Winterwalk Properties, LLC.

Larry Corkrean  
Notary Public in and for said State of Iowa



**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:

**Parcel "R" located in the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., City of Winterset, Madison County, Iowa, containing 8.43 acres, as shown in Plat of Survey filed in Book 2023, Page 442, on March 3, 2023, and corrected by Affidavit filed in Book 2023, Page 562 on March 20, 2023, in the Office of the Recorder of Madison County, Iowa, EXCEPT all that part of North Stone Village Plat 8, an Addition to the City of Winterset, an Addition to the City of Winterset, Madison County, Iowa,**

in accordance with the ordinances of Madison County, Iowa, and the laws of the State of Iowa.

The undersigned holds a mortgage against said real estate as follows:

An Open-End Mortgage (with Future Advance Clause) from Winterwalk Properties, LLC 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.

Dated this 23 day of January, 2025.

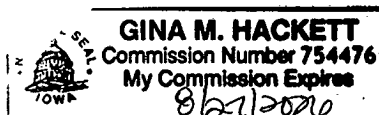
Farmers & Merchants State Bank

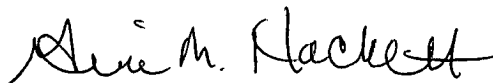


By: Shane Pashek  
Title: President

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 23 day of January, 2025 by Shane Pashek as President of Farmers & Merchants State Bank.



  
Notary Public in and for said State

**ATTORNEY'S OPINION FOR FINAL PLAT  
WINTERWALK COMMERCIAL PARK PLAT 1  
MADISON COUNTY, IOWA**

I, Mark L. Smith, 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 January 2, 2025, 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 Final Plat, Winterwalk Commercial Park Plat 1, Madison County, Iowa.

**Parcel "R" located in the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., City of Winterset, Madison County, Iowa, containing 8.43 acres, as shown in Plat of Survey filed in Book 2023, Page 442, on March 3, 2023, and corrected by Affidavit filed in Book 2023, Page 562 on March 20, 2023, in the Office of the Recorder of Madison County, Iowa, EXCEPT all that part of North Stone Village Plat 8, an Addition to the City of Winterset, an Addition to the City of Winterset, Madison County, Iowa.**

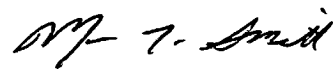
In my opinion, merchantable title to the above-described property is in the name of the Winterwalk Properties, LLC, free and clear of all liens and encumbrances, except:

1. Entry No. 45 shows an Open-End Mortgage (with Future Advance Clause) from Winterwalk Properties, LLC, to Farmers & Merchants State Bank, dated March 30, 2023, and filed April 26, 2023, in Book 2023, Page 860 of the Recorder's Office of Madison County, Iowa, which secures credit in the amount of \$2,000,000. This Mortgage is a first lien against the above described real estate.
2. Entry No. 4 shows an Easement from Robert M. Casper, Robert E. Casper, Gretchen Casper, Margaret M. Casper, and Dwight Casper in favor of 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 installing, maintaining, repairing, removing, and relaying a water main, along with the rights of ingress and

egress thereto. The legal description used to describe the location of this Easement is too broad to determine if it affects the real estate under examination. You should familiarize yourself with this Easement as it may to some extent limit the use of the real estate under examination.

Respectfully submitted,

JORDAN, OLIVER & WALTERS, P.C.

A handwritten signature in black ink, appearing to read "M. L. Smith". The signature is written in a cursive, flowing style.

Mark L. Smith, Title Guaranty No. 10074

# **CERTIFICATE OF THE COUNTY TREASURER OF MADISON COUNTY, IOWA**

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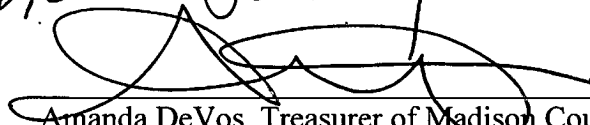
I, Amanda DeVos, do hereby certify that I am the duly elected and acting Treasurer of Madison County, Iowa; that I have examined the records in my office, and that there are no unpaid taxes forming a lien against the following-described real estate, to-wit:

WINTERWALK COMMERCIAL PARK PLAT 1

**Parcel "R" located in the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., City of Winterset, Madison County, Iowa, containing 8.43 acres, as shown in Plat of Survey filed in Book 2023, Page 442, on March 3, 2023, and corrected by Affidavit filed in Book 2023, Page 562 on March 20, 2023, in the Office of the Recorder of Madison County, Iowa, EXCEPT all that part of North Stone Village Plat 8, an Addition to the City of Winterset, an Addition to the City of Winterset, Madison County, Iowa.**

Owned by: Winterwalk Properties, LLC

DATED at Winterset, Iowa, this 23 day of January, 2025.

  
Amanda DeVos, Treasurer of Madison County,  
Iowa



Pursuant to Iowa Code requirements, the following proposed subdivision name:

Winterwalk Commercial Park Plat 1

For property located at:

**Parcel "R" located in the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., City of Winterset, Madison County, Iowa, containing 8.43 acres, as shown in Plat of Survey filed in Book 2023, Page 442, on March 3, 2023, and corrected by Affidavit filed in Book 2023, Page 562 on March 20, 2023, in the Office of the Recorder of Madison County, Iowa, EXCEPT all that part of North Stone Village Plat 8, an Addition to the City of Winterset, an Addition to the City of Winterset, Madison County, Iowa.**

And owned by: Winterwalk Properties, LLC

Has been approved on the 21 day of January, 2025.

Auditor, Madison County, Iowa.

By Teri Kaczinski  
Teri Kaczinski, Auditor

**LAND DISTURBING ACTIVITIES  
AFFIDAVIT**

**STATE OF IOWA**               :  
  :  
  :  
**MADISON COUNTY**       :

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, I, Peter Corkrean, Manager of Winterwalk Properties, LLC, 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:

**Parcel "R" located in the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., City of Winterset, Madison County, Iowa, containing 8.43 acres, as shown in Plat of Survey filed in Book 2023, Page 442, on March 3, 2023, and corrected by Affidavit filed in Book 2023, Page 562 on March 20, 2023, in the Office of the Recorder of Madison County, Iowa, EXCEPT all that part of North Stone Village Plat 8, an Addition to the City of Winterset, an Addition to the City of Winterset, Madison County, Iowa.**

As owners or occupants 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 161A.43, and 161A.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 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.

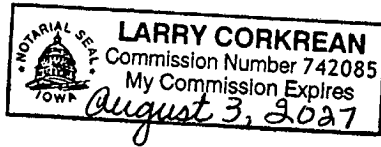
Winterwalk Properties, LLC

By   
Peter Corkrean, Manager

STATE OF IOWA, COUNTY OF Madison

This instrument was acknowledged before me on this 22 day of January, 2025, by Peter Corkrean, Manager of Winterwalk Properties, LLC.

Larry Corkrean  
Notary Public in and for said State of Iowa



Prepared by and return to: Mark L. Smith, PO Box 230, Winterset, IA 50273; 515-462-3731

**COVENANTS  
OF THE  
WINTERWALK COMMERCIAL PARK PLAT 1**

Covenants of the  
Winterwalk Commercial Park Plat 1

Declaration of Restrictions and Covenants

THIS DECLARATION, made this \_\_\_\_ day of \_\_\_\_\_, 2025, by Winterwalk Properties, LLC, an Iowa Limited Liability Company (hereafter "Declarant") desires to establish and place covenants, conditions and restrictions and does hereby reserve certain easements, all as set forth below:

Article I  
Recitals

1.01 Declarant is the owner of certain real property in the City of Winterset, State of Iowa, described as:

**Lots 1-5 in Winterwalk Commercial Park Plat 1, an Official Plat, now included in and forming a part of the City of Winterset, Madison County, Iowa.**

1.02 In order to establish a general plan for the orderly, consistent and compatible improvement, development and use of the Property, the Declarant desires to subject the Property to certain conditions, covenants and restrictions, applicable to the use and development of the Property.

Article II  
General Provisions

2.01 Establishment of Restrictions and Covenants

The Declarant, hereby declares that the Property shall hereafter be held, transferred, sold, leased, improved, developed, and occupied subject to the restrictions and covenants herein set forth. This is to the benefit of the Property now owned and hereafter sold and/or conveyed by the Declarant. These Protective Covenants shall bind the heirs, assignees, successors and future owners of all or any portion of the Property.

2.02 Purpose of Covenants

The purpose of these covenants is to insure the improvement, development and use of the property for light industrial purposes only, and to provide adequately for the quality of the improvement and development of the Property in accordance with a general and uniform plan.

The general purpose of these Protective Covenants is to ensure that the Winterwalk Commercial Park will be developed, improved and used in a manner that will achieve the following goals:

- A. To develop the Property for light industrial purposes so that employment opportunities will be created for residents of the region.

- B. To develop the Property for light industrial purposes without environmental degradation; damage or harm to the air, water or soil; and without creating undesirable burdens on public and private utilities, facilities and services.
- C. To develop the Property with attractive and permanent light industrial improvements appropriately located within the Property so as to provide a harmonious and appealing appearance and function.
- D. To ensure future owners and occupants of land within the light industrial park that the Property will not be used in such a manner as to create a hindrance or nuisance to their use of the land, or to unreasonably depreciate or detract from the value and use of their land.

The specific purpose of these Protective Covenants is to provide a means for creating, maintaining, controlling and preserving the Property as a high-quality light industrial park. To this end, it is the Declarant's intention that any grantee shall be bound to carry out and enforce the intent and spirit, as well as the letter, of this Declaration.

## 2.03 Definitions

(A) Area of Elevation — Total height and length of a building as projected to a vertical plane.

(B) Building Line —An imaginary line parallel to the street right-of-way line specifying the closest point from this street right-of-way line that a building structure may be located (except for overhangs, stairs, and awnings).

(C) Dilapidated — State of disrepair or deterioration.

(D) Lot — The fractional part of blocks as divided and subdivided on subdivision maps of the Official Records of the State of Iowa, as they from time to time become current.

(E) Obsolete — No longer can be used in for the purpose it was intended.

(F) Side and Front of Lots and Sites — The front of a lot or site, except a corner lot or site, is the portion thereof facing on any street. (As to corner lots or sites, the narrowest frontage of a lot or site facing the street is the front, and the longest side facing the intersecting street is the side, irrespective of the direction in which the structures face.)

(G) Sign— Any structure, device or contrivance, electric or non-electric and all parts thereof which are erected or used for advertising purposes upon or within which any poster, bill, bulletin, printing, lettering, painting, device or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.

(H) Site —All contiguous land under one ownership.

(I) Streets — Reference to all streets or rights-of-way within this document shall mean dedicated vehicular rights-of-way. Except for sidewalks or access drives, this area shall be landscaped according to the setback area standards for dedicated streets contained herein.

(J) Improvements — Shall mean and include, but not limited to, buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, loading areas and facilities, signs, utilities, lawns, hedges, mass plantings, landscaping, water lines, sewers, electrical and gas distribution facilities, and all structures of any kind.

### Article III Restrictions and Prohibited Uses

3.01 Prohibited Uses — The following are examples of operations and uses which shall specifically not be permitted on any site subject to the Winterwalk Commercial Park covenants:

(A) Commercial/Retail except as allowed under Section 3.01 and only in appropriately zoned areas.

(B) Residential.

(C) Trailer courts.

(D) Labor camps.

(E) Junk yards as defined in the Madison County Zoning Ordinance.

(F) Drilling for and/or the removal of oil, gas or other hydrocarbon substances.

(G) Commercial excavation of building or construction materials (i.e. sand and gravel mining).

(H) Crematorium

(I) Dumping, disposal, or reduction of waste goods and materials, garbage, sewage, offal, dead animals or refuse.

(J) Fat rendering.

(K) Stockyard or slaughter of animals.

(L) Refining of petroleum or of its products except for distillation or reclamation of spent solvents, such as mineral spirits. (M) Smelting of iron, tin, zinc or other ores.

(N) Cemeteries.

(O) Jail or honor farms.

(P) Sexually oriented businesses.

(Q) Any and all operations and uses not compatible or harmonious with the establishment and maintenance of a high quality industrial park.

3.02 All uses listed above are subject to the Development Standards listed in Article V of this Declaration.

#### Article IV Development Standards

##### 4.01 Minimum Setback Lines and Standards

General — No part of any structure of any kind shall be placed or erected on a Site or Lot closer to a property line or right of way line than shown on the Plat of Survey for Winterwalk Commercial Park Plat 1.

##### 4.02 Site Coverage

Maximum building coverage of fifty percent (50%) of a site is allowed. Parking structures shall not be calculated as building area; however, said structure shall be used only for the parking of company vehicles, employees' vehicles, or vehicles belonging to persons visiting the subject firm.

##### 4.03 Number of Buildings Per Lot

Only one building, other than a parking structure to be used only as set forth in Paragraph 4.02 of this Declaration, shall be erected on any one lot, unless the erection and use of more or less than one building on any one lot is specifically approved and consented to by Declarant in writing.

##### 4.04 Number of Tenants Per Building

No building shall be occupied or used by more than one tenant without the written approval of the Declarant, except that an owner may sublet part or all of the parcel for a use consistent and compatible with this Declaration, and also permit a subsidiary or business owned jointly with the original title holder to occupy the same site providing the use thereof is consistent and compatible with this Declaration.

##### 4.05 Building Construction

(A) No building used for manufacturing shall be constructed with wooden frames, except that laminated heavy timber wood shall be accepted.

(B) Any building erected on a Site shall conform to the following construction practices: The design for any building constructed on any lot in the Property shall be approved by an architect or engineer registered in Iowa, and shall have exterior walls of durable, attractive materials such as brick, stone, exposed aggregate, textured concrete, glass, metal or



such other material as may be approved in writing by Declarant or such agent or successor as it may designate. It is the Declarant's intent to approve building designs which are functional, durable, attractive, of high quality materials, and compatible with the overall image of quality and permanence of the Park.

(C) Pre-engineered buildings will be allowed with Declarant approval.

#### 4.06 Temporary Structures

Temporary structures may be placed on the Site for use as office space, storage, and tool sheds, etc., during construction for a period of 24 months after the date of issuance of a building permit. The construction site shall be kept in a neat, clean manner during construction of the permanent building and all temporary structures shall be completely removed upon completion of the permanent building. The owner or contractor shall provide temporary toilet facilities for all workmen. After completion of construction, temporary structures, trailer, semi-trailers or other temporary storage facilities are prohibited.

#### 4.07 Completion of Construction

After commencement of construction of any improvements the owners shall diligently monitor the work thereon so that the improvements shall not remain in a partly finished condition any longer than reasonably necessary. The owner of any Site or Lot on which improvements are being constructed shall at all times keep public and private property and streets contiguous to said Site or Lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements. The owner shall provide measures such as silt fence, straw bales, etc. to prevent erosion materials from leaving the Site during construction.

#### 4.08 Utility Easements

All utility easements shall be kept free of structures and permanent storage. The removal of any obstruction by a utility company shall in no way obligate the utility company in damages or require them to restore the obstruction to its original form. Paving and landscaping walls should not be deemed to be structures.

#### 4.09 Signs

No sign shall be erected or maintained on the Property except in conformity with the following:

(A) Signs visible from the exterior of any buildings may be lighted, but no signs or any other contrivance shall be devised or constructed so as to rotate, gyrate, blink or move in any animated fashion.

(B) Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site or the products produced or sold thereon.

(C) All signs attached to the building shall be flush mounted.

(D) No sign shall exceed two hundred (200) square feet in area per face.

(E) A sign advertising the sale, lease or hire of the site shall be permitted in addition to the other signs listed in this Section. Said sign shall not exceed a maximum area of thirty-two (32) square feet.

(F) No ground sign shall exceed four (4) feet above grade in vertical height. Also, ground signs in excess of one hundred (100) square feet in area shall not be erected in the first twenty (20) feet, as measured from the property line, of any street setback.

(G) One (1) construction sign denoting the architects, engineers, contractors, and other related subjects, shall be permitted upon the commencement of construction. Said sign shall conform to applicable zoning ordinances and regulations.

#### 4.10 Parking

Each owner of a site shall provide adequate off-street parking to accommodate all parking needs for the site. The intent is to eliminate the need for any on-street parking. All parking lots shall be constructed of concrete paving or crushed asphalt.

#### 4.11 Landscaping

All required set back areas shall be either landscaped or left in a natural state. Any areas left in a natural state shall be properly maintained in a sightly and well-kept condition.

Undeveloped areas shall be maintained in a weed-free condition and lawn must be maintained including mowing, removal of leaves, free of debris and trash.

#### 4.12 Loading Areas

Loading areas shall not encroach into setback areas.

#### 4.13 Outdoor Storage Areas

Processing and storage of materials and finished product is permitted outside of a building, so long as it does not constitute a nuisance or interfere with adjoining owner's reasonable use of their land. Due to the vulnerability of wood chips and similar material to high winds, these materials must be tarped.

No waste materials, manufacturing process by-product, rubbish, or discarded matter of any kind shall be permitted to be stored in open areas and beyond a time reasonably required to arrange removal.

All exterior storage of any kind shall be fenced or landscaped from view from any street.

#### 4.14 Refuse Collection Areas

All outdoor refuse collection areas shall be visually screened from access streets, residential neighborhoods, and adjacent property by a fence, wall, or landscaping approved by the Declarant. All hazardous waste shall be stored under the supervision of a licensed operator and/or the Madison County Health Department and disposed of by a certified hazardous waste operator.

#### 4.15 Telephone and Electrical Service

All "on site" electrical lines and telephone lines shall be placed underground. Transformer or terminal equipment shall be visually screened from view from streets and adjacent properties.

#### 4.16 Nuisances

No portion of the property shall be used in such a manner as to create a nuisance to adjacent sites, such as but not limited to vibration, sound, electro-mechanical disturbance and radiation, electro-magnetic disturbance, radiation, air or water pollution, dust emission or odorous, toxic or noxious matter.

Noise shall be muffled so as not to become objectionable due to intermittence, beat, frequency, shrillness or intensity.

#### 4.17 Submission Requirements for Site Plan Approval

Prior to construction or exterior alteration of any building or improvements or landscaping on a building lot, one (1) set of site plans and specifications for such buildings or alteration shall be submitted to the Declarant, its successors or assigns. Written approval of such plans by the Declarant, its successors or assigns, will be granted if the same are in compliance with these restrictions. However, if the Declarant fails to approve or disapprove such plans and specifications within forty-five (45) days, such approval shall not be required. Site plans shall contain the following information:

The site plans shall be drawn to a scale not greater than one (1) inch equals fifty (50) feet and shall show the following:

- (1) All lot line dimension.
- (2) Building setback, sideline and rear yard distances.
- (3) Location of all proposed buildings.
- (4) Location of off-street parking areas with dimensions showing parking spaces, access drives, traffic circulation and the location and description of any lighting in connection with the parking area. This includes the location and dimensions of all loading and unloading docks and area.
- (5) Location and description of all proposed signs.

- (6) Type of surface paving and curbing.
- (7) Storm drainage facilities and means of disposal of storm water.
- (8) All landscaping, fences, walls or similar facilities to be provided.
- (9) The specific types of material to be used in construction.

If the site plan is rejected by the Declarant, its successors or assigns, the applicant shall remedy any and all elements in the plan prior to further consideration.

#### Article V Additional Restrictions

##### 5.01 No Lot splits

Declarant must approve any lot splits of any kind in advance.

##### 5.02 Lots 2 and 3

Lots 2 and 3 shall have no access or entrances off of North 4<sup>th</sup> Avenue.

#### Article VI Enforcement

##### 6.01 Abatement and Suit

If the Owners/Tenants failure to comply with the restrictions of these covenants results in legal action by the Declarant and the court rules in favor of the Declarant, the Owner/Tenant is responsible for payment of the Declarant's attorney fee's, court costs, legal expenses and damages.

##### 6.02 Inspection

Declarant may from time to time at any reasonable hour or hours, enter and inspect any property subject to these restrictions to ascertain compliance.

##### 6.03 Failure to Enforce Not a Waiver of Rights

The failure of Declarant to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so, nor of the right to enforce any other restriction or covenant.

##### 6.04 Failure to Implement

If, after the expiration of two (2) years from the date of recording of the deed of conveyance on any lot within this light industrial park, any purchaser who has not begun construction of an acceptable improvement, the Declarant, retains the option to refund the

purchase price, plus an amount two times the assessed value of any improvements, less any taxes due, and take possession of the land. At any time, the Declarant, its successors or assigns, may extend in writing the time in which such building may begin.

#### 6.05 Unused and Dilapidated Properties

One objective of this light industrial park is to promote industrial/commercial activity and therefore the active industrial/commercial use of the property in the park. If an owner fails, at any time, to use the property in an industrial/commercial manner for a period of two years or more, the Declarant shall have the option to purchase the lot on the following terms and procedure:

The property owner will be notified by registered mail requiring a response within sixty (60) days. If the owner fails to comply, the Declarant retains the option to refund the purchase price, plus an amount two times the assessed value of improvements, less any taxes and utilities due, and take possession of the property.

#### 6.06 Resale of Unimproved and Improved Lots

The Declarant reserves the right of first refusal to repurchase any lot at any time. The owner will have to show a purchase agreement for the proposed sale and the Declarant will have the opportunity to match the offer. If the Declarant does not want to match the offer, the owner can proceed with the sale.

### Article VII

#### Term, Termination and Modification

##### 7.01 Term

This Declaration, every provision hereof and every covenant and restriction contained herein shall continue in full force and effect for a period of twenty-one (21) years from the filing of this document and may be continued by a proper filing with the Recorder for Madison County, Iowa.

##### 7.02 Termination and Modification

Any provision of this covenant may be terminated, extended, modified or amended with written approval of the owners of seventy-five percent (75%) of the property. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Register of Deeds of Madison County, Iowa.

### Article VIII

#### Miscellaneous Provisions

##### 8.01 Assignment of Rights and Duties

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties. If at any

time, Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as the Winterwalk Commercial Park restrictions may be terminated, extended, modified or amended under Section 8.02 Article VIII. Any assignment or appointment made under this section shall be recorded in Madison County.

#### 8.02 Constructive Notice and Acceptance

Every person who owns or acquires any right, title or interest in any portion of said property is and shall be conclusively deemed to have consented and agreed to the covenants, conditions and restrictions contained herein.

#### 8.03 Rights of Mortgagees

None of these Protective Covenants shall in any way reduce the security, affect the validity of, or prohibit foreclosure by Mortgagees on any mortgages now in effect or hereinafter created against any of the Property in the industrial park; provided, however, that if any portion of the Property is sold under a foreclosure of any such mortgage, said property shall be sold, and any purchaser at such sale, and his successors and assigns, shall hold any and all property so purchased, subject to all of the terms, conditions, restrictions and provisions of this Declaration.

#### 8.04 Mutuality, Reciprocity; Runs with Land

All restrictions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each parcel of said property. These covenants shall create mutual, equitable servitude upon each parcel in favor of every other parcel; and shall create reciprocal rights and obligations between the respective owners.

In addition, all restrictions contained herein shall operate as covenants running with the land for the benefit of the land described herein.

#### 8.05 Paragraph Headings

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

#### 8.06 Effect of Invalidation

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

#### 8.07 Addition of Territory

Declarant may at any time or from time to time during the pendency of these restrictions add a portion of land to the property which is covered by this Declaration. Upon the recording of a notice of addition to territory containing the provisions set forth in Article

VIII, the covenants contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by the Declaration.

8.08 The notice of addition to territory referred to in Section 8.07 of this Article VIII shall contain the following provisions:

(A) A reference to this Declaration shall state the date of recording hereof and the book or books of the records of Madison County, Iowa, including page numbers where this Declaration is recorded;

(B) A statement that the provisions of this Declaration shall apply to the added territory in the manner set forth in Article VIII; and

(C) An exact description of the added territory.

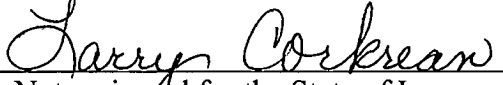
In WITNESS, WHEREOF, the undersigned attest that this Declaration was adopted on the 22 day of January, 2025.

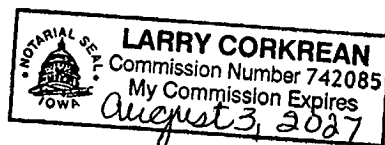
WINTERWALK PROPERTIES, LLC

  
Peter Corkrean, Member-manager

STATE OF IOWA           :  
                                      : ss  
COUNTY OF MADISON   ;

This instrument was acknowledged before me on this 22 day of January, 2025, by Peter Corkrean, Member-manager of Winterwalk Properties, LLC.

  
Notary in and for the State of Iowa



RESOLUTION NO. 2025-05

RESOLUTION APPROVING FINAL PLAT OF SURVEY  
FOR WINTERWALK

**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 Winterwalk, an Addition to the City of Winterset, Madison County, Iowa; and

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

PARCEL "R" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2023, PAGE 1274, BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 76 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN, EXCEPT NORTH STONE VILLAGE PLAT 8, AN OFFICIAL PLAT, ALL BEING IN THE CITY OF WINTERSET, MADISON COUNTY, IOWA AND CONTAINING 8.24 ACRES (359,075 SQUARE FEET).

THE 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, Winterwalk Properties, Inc., and Lenders, Farmers & Merchants 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, and a certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes: and consents by the mortgage holder, Farmers & Merchants State Bank to such platting; and,

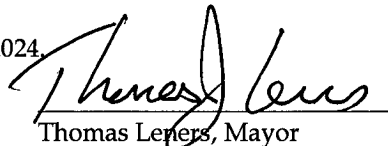
**WHEREAS**, the City Council of the City of Winterset, Madison County, Iowa, finds that said plat conforms to the provisions of the Ordinances of the City of Winterset, Madison County, Iowa, and that the plat, papers and documents presented therewith should be approved by the City of Council of the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

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

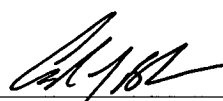
1. Said plat, known as Winterwalk an Addition to the City of Winterset, Madison County, Iowa, prepared in connection with said plat and subdivision is hereby approved.

2. The City Administrator/Zoning 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 3<sup>rd</sup> day of February 2024.

  
Thomas Leners, Mayor

ATTEST:

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



# Winterwalk Properties

January 31, 2025

Drew Barden  
City of Winterset  
124 W Court Ave,  
Winterset, IA 50273

Drew,

This letter is to update you on the plan for the items in V&K's letter from January 29, 2025 in Winterwalk Commercial Park.

- Items 1-3: Cascade Erosion has been instructed to complete these items for us. Anticipate work to be completed by March 1, 2025
- Items 4, 5 & 9: I have let the city of Winterset know the electric install is ready for them this spring. We completed the site work on the last few days of fall/winter 2024 so there wasn't any time for them to be completed until spring 2025.
- Items 6 & 7: Items will be completed by March 1, 2025
- Item 8: Hydrant is a temp hydrant for the end of the water line. City Staff has Okay'd its height know this isn't a final hydrant.

Thank you,

Peter Corkrean

## INDEX LEGEND

LOCATION: PT. PARCEL "R" SE1/4 SEC 25-76-28  
WINTERSET, MADISON COUNTY, IOWA

REQUESTOR: WINTERWALK PROPERTIES LLC

PROPRIETOR: WINTERWALK PROPERTIES LLC  
65 E JEFFERSON  
WINTERSET, IA 50273

SURVEYOR: JONATHAN A. ERDAHL

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE  
4121 NW URBANDALE DRIVE  
URBANDALE, IOWA 50322  
PH: 515-369-4400

## WINTERWALK COMMERCIAL PARK PLAT 1

## FINAL PLAT



Document 2025 379

Book 2025 Page 379 Type 06 044 Pages 26  
Date 2/10/2025 Time 2:14:08PM  
Rec Amt \$132.00 Aud Amt \$5.00

INDX  
ANNO  
SCAN

BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

## OWNER / DEVELOPER

WINTERWALK PROPERTIES LLC  
65 E JEFFERSON  
WINTERSET, IA 50273

## ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE  
4121 NW URBANDALE DRIVE  
URBANDALE, IA 50322

## DATE OF SURVEY

DECEMBER 24, 2024

## ZONING

WINTERWALK COMMERCIAL PARK PUD

## BULK REGULATIONS

## LOTS 1-3 SETBACKS

FRONT = 25'  
REAR = 20'  
SIDE = 15'

## LOTS 4-5 SETBACKS

FRONT = 20'  
REAR = 20'  
SIDE = 15'

## PLAT DESCRIPTION

PARCEL "R" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2023, PAGE 1274, BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 76 NORTH, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN, EXCEPT NORTH STONE VILLAGE PLAT 8, AN OFFICIAL PLAT, ALL BEING IN THE CITY OF WINTERSET, MADISON COUNTY, IOWA AND CONTAINING 8.24 ACRES (359,075 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

## LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	●	△
1/2" REBAR, YELLOW PLASTIC CAP #28686 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	(M)	
RECORDED BEARING & DISTANCE	(R)	
DEEDED BEARING & DISTANCE	(D)	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	
BUILDING SETBACK LINE	---	
PLAT BOUNDARY	---	

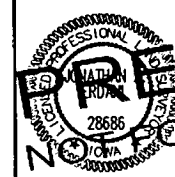
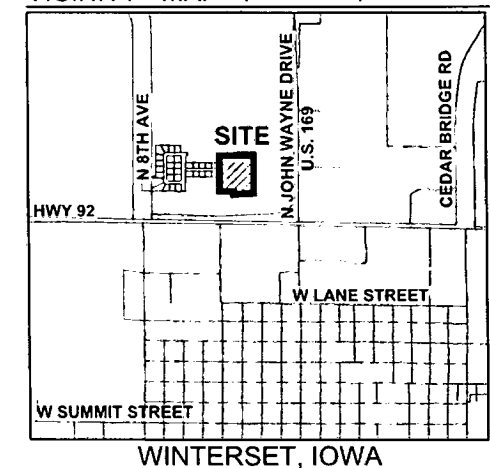
## CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	90°00'00"	25.00'	39.27'	N45°08'46"E	35.36'
C2	90°00'00"	25.00'	39.27'	N44°51'14"W	35.36'
C3	90°00'00"	25.00'	39.27'	N45°08'46"E	35.36'

## NOTES

- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- LOTS MAY 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.
- STREET LOTS 'A', 'B' AND 'C' SHALL BE DEDICATED TO THE CITY OF WINTERSET FOR PUBLIC RIGHT-OF-WAY.

## VICINITY MAP (NOT TO SCALE)



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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

**PROFESSIONAL SURVEYOR**  
JONATHAN A. ERDAHL  
STATE OF IOWA  
LICENSE NUMBER 28686  
DATE 2/10/2025

THIS SHEET

4121 NW URBANDALE DRIVE  
URBANDALE, IA 50322  
PHONE: (515) 369-4400

TECH:  
ENGINEER:

CIVIL DESIGN ADVANTAGE

WINTERSET, IOWA

WINTERWALK COMMERCIAL  
PARK PLAT 1  
FINAL PLAT

1  
2212.827