

**PLAT AND CERTIFICATE
FOR LAKESHORE ESTATES PLAT NO. 1,
MADISON COUNTY, IOWA**

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 Lakeshore Estates Plat No. 1, and that the real estate comprising said plat is described as follows:

SEE ATTACHED

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. Attorney's Opinion;
2. Lenders Consent to Plat;
3. Consent to Plat;
4. Certificate from County Treasurer;
5. Resolution of the Board of Supervisors of Madison County, Iowa, approving said plat;
6. Agreement with County Engineer; and
7. Declaration of Covenants, Conditions and Restrictions;
8. Ground Water Statement;
9. Madison County Soil and Water Conservation District Land Disturbing Activity Affidavit;
10. IDNR approved NPDES General Permit #2;
11. Consent of County Auditor to subdivision name.

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

C. J. Nicholl

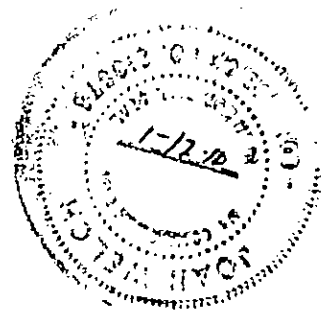
C. J. Nicholl, Zoning Administrator of Madison
County, Iowa

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 27th day of Aug,
2007, by C.J. Nicholl.

Stan Welch

Notary Public in and for said State of Iowa



FINAL PLAT, LAKESHORE ESTATES PLAT No. 1

LEGAL DESCRIPTION:

A Plat of survey located in the West Half of the Northwest Quarter of Section 15, and the East Half of the Northeast Quarter of Section 16, all in Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 15, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence North $63^{\circ}36'56''$ West, 1349.14 feet; thence South $23^{\circ}33'56''$ West, 168.01 feet; thence North $70^{\circ}19'14''$ West, 913.81 feet; thence Southerly 71.20 feet along an 300.00-foot radius curve, concave Southeasterly, with a chord of South $12^{\circ}20'40''$ West, 71.04 feet; thence South $88^{\circ}57'18''$ West, 484.45 feet to a point on the West line of the East Half of the Northeast Quarter of Section 16, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence North $00^{\circ}04'37''$ West, 699.26 feet along the West line of the East Half of the Northeast Quarter of said Section 16; thence North $88^{\circ}57'18''$ East, 703.30 feet; thence North $05^{\circ}18'37''$ West, 1045.35 feet to a point on the North line of the East Half of the Northeast Quarter of said Section 16; thence North $84^{\circ}11'14''$ East, 66.05 feet along the North line of the East Half of the Northeast Quarter of said Section 16; thence South $05^{\circ}16'35''$ East, 449.15 feet; thence North $84^{\circ}17'27''$ East, 666.31 feet; thence North $55^{\circ}04'59''$ West, 555.70 feet; thence North $05^{\circ}48'46''$ West, 87.74 feet to a point on the North line of the East Half of the Northeast Quarter of said Section 16; thence North $84^{\circ}11'14''$ East, 66.00 feet along the North line of the East Half of the Northeast Quarter of said Section 16; thence South $05^{\circ}48'46''$ East, 57.47 feet; thence South $55^{\circ}04'59''$ East, 602.38 feet; thence North $84^{\circ}17'27''$ East, 822.04 feet; thence South $45^{\circ}24'51''$ East, 462.72 feet to a point on the East line of the West Half of the Northwest Quarter of said Section 15; thence South $00^{\circ}22'24''$ West, 1820.80 feet along the East line of the West Half of the Northwest Quarter of said Section 15 to the Point of Beginning. Said Parcel contains 86.31 acres, which includes 0.10 acres of County Road right-of-way and 6.30 acres of Private Road right-of-way.

**DEDICATION OF PLAT
OF
LAKESHORE ESTATES PLAT NO.1,
MADISON COUNTY, IOWA**

KNOW ALL MEN BY THESE PRESENT:

That Terra Tender, Inc., does certify that it is the sole owner and proprietor of the following-described real estate:

SEE LEGAL DESCRIPTION ATTACHED

That the subdivision of the above-described real estate, as shown by the final plat of Lakeshore Estates Plat No. 1, Madison County, Iowa, is with the free consent and in accordance with the owners' desires as owners of said real estate.

Dated this 13 day of December, 2006.

Terra Tender, Inc.

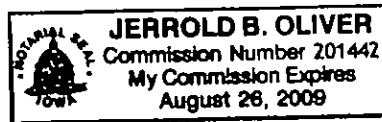
By Larry L. Hughes *President*
Larry L. Hughes, President

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 13 day of Dec, 2006
by Larry L. Hughes, President of Terra Tender, Inc.

Jerrold B. Oliver

Notary Public in and for said State of Iowa



FINAL PLAT, LAKESHORE ESTATES PLAT No. 1

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**CONSENT TO PLATTING
BY CLARKE COUNTY STATE BANK**

Clarke County State Bank, an Iowa Corporation does consent to the platting and subdivision of the following-described real estate:

See Legal Description Attached.

in accordance with the ordinances of Madison County, Iowa, and the laws of the State of Iowa. The undersigned holds the following mortgages:

1. An Open-End Mortgage in the principal amount of \$125,000 dated and filed May 19, 2004, in Book 2004, Page 2323 of the Recorder's Office of Madison County, Iowa.
2. An Open-End Mortgage in the principal amount of \$150,000.00 dated January 14, 2005, and filed January 18, 2005, in Book 2005, Page 225 of the Recorder's Office of Madison County, Iowa.
3. An Open-End Mortgage in the principal amount of \$118,750.00 dated April 7, 2005, and filed April 14, 2005, in Book 2005, Page 1622 of the Recorder's Office of Madison County, Iowa.

Dated this 13 day of December, 2006.

Clarke County State Bank

By Daran Becker President
Daran Becker President

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 13 day of December, 2006, by Daran Becker as President of Clarke County State Bank.

Darlene Morris
Notary Public in and for said State



DARLENE MORRIS
Commission Number
733869
My Commission Expires
April 08, 2008

FINAL PLAT, LAKESHORE ESTATES PLAT No. 1

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**ATTORNEY'S OPINION FOR FINAL PLAT,
LAKESHORE ESTATES PLAT NO. 1**

I, Jerrold B. Oliver, 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 28, 2008, at 8:00 a.m., by Madison County Abstract Co., purporting to show the chain of title to the following described real estate, which is the real property contained in Final Plat, Lakeshore Estates Plat No. 1, Madison County, Iowa:

SEE LEGAL DESCRIPTION ATTACHED

In my opinion, merchantable title to the above described property is in the name of Terra Tender, Inc., free and clear of all liens and encumbrances except the following:

- a. An Open-End Mortgage to Clarke County State Bank in the principal amount of \$125,000 dated and filed May 19, 2004, in Book 2004, Page 2323 of the Recorder's Office of Madison County, Iowa.
- b. An Open-End Mortgage to Clarke County State Bank in the principal amount of \$150,000.00 dated January 14, 2005, and filed January 18, 2005, in Book 2005, Page 225 of the Recorder's Office of Madison County, Iowa.
- c. An Open-End Mortgage to Clarke County State Bank in the principal amount of \$118,750.00 dated April 7, 2005, and filed April 14, 2005, in Book 2005, Page 1622 of the Recorder's Office of Madison County, Iowa.

The abstract shows the following easements:

- a. Entry No. 11 shows an Easement from William A. Dippold and Edith Dippold to Northern Gas Products Company recorded June 21, 1961, in Deed Record 90 on Page 391 for pipeline purposes.

- b. Entry No. 12 shows an Assignment from Northern Gas Products Company to Hydrocarbon Transportation, Inc., recorded March 20, 1968, in Deed Record 96 on Page 104, which assigns the above described easement recorded in Deed Record 90 on Page 391.
- c. Entry No. 13 shows an Easement from William A. Dippold and Edith Dippold to Hydrocarbon Transportation, Inc., recorded July 1, 1968, in Deed Record 97 on Page 275 for pipeline purposes.
- d. Entry No. 14 shows a Ratification and Assignment from Enron Gas Processing Company to Enron Liquids Pipeline Company, formerly named Hydrocarbon Transportation, Inc., recorded August 5, 1992, in Deed Record 127 on Page 682 which ratifies, confirms, and appears to add additional property to the above described easement recorded in Deed Record 90 on Page 391.
- e. Entry No. 15 shows a Conveyance, Assignment and Bill of Sale, recorded August 5, 1992, in Deed Record 127 on Page 708 from Enron Liquids Pipeline Company, formerly named Hydrocarbon Transportation, Inc., and others to Enron Liquids Pipeline Operating Limited Partnership Company, which conveys and assigns the above described pipeline easements recorded in Deed Record 90 on Page 391 and Deed Record 97 on Page 275.
- f. Entry No. 48 shows an Easement from Steven Rusk and Sheila Rusk to Warren Water District, recorded May 7, 2001, in Book 2001 on Page 1814 for water pipeline purposes.
- g. Entry No. 77 shows an Option for an Electric Line Easement to MidAmerican Energy Company, an Iowa Corporation, its successors and assigns dated August 22, 2005, and filed September 6, 2005, in Book 2005, Page 4287 of the Recorder's Office of Madison County, Iowa. Entry No. 78 shows a Notice of Exercise of Option by MidAmerica Energy Company exercising its option to acquire the Electric Line Easement, which the Option was granted, dated September 28, 2006, and filed October 3, 2006, in Book 2006, Page 4108 of the Recorder's Office of Madison County, Iowa.
- h. Entry No. 87 shows a Conveyance and Assignment of Easements, Licenses, Permits and Leases from Kinder Morgan Operating, L.P. to Oneok North Systems, L.L.C. dated October 4, 2007, and filed October 9, 2007 in Book 2007, Page 3767 of the Recorder's Office of Madison County, Iowa. This instrument conveys and assigns the pipeline easement recorded in Deed Record 90, Page 391 of the Recorder's Office of Madison County, Iowa, shown at Entry No. 11 of the abstract and the pipeline easement recorded in Deed Record 97, Page 275 shown at Entry No. 13 of the abstract.

Dated this 28 day of Jan, 2008.

Respectfully submitted,

JORDAN, OLIVER & WALTERS, P.C.

By Jerrold B. Oliver

Jerrold B. Oliver

Farmers & Merchants Bank Bldg.

P.O. Box 230

Winterset, Iowa 50273

Telephone: (515) 462-3731

ATTORNEYS FOR TERRA TENDER, INC.

FINAL PLAT, LAKESHORE ESTATES PLAT No. 1

LEGAL DESCRIPTION:

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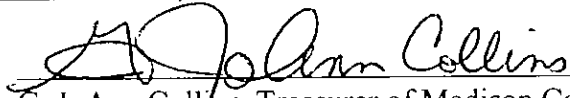
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**CERTIFICATE OF THE COUNTY TREASURER
OF MADISON COUNTY, IOWA**

I, G. JoAnn Collins, 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:

See Attached

DATED at Winterset, Iowa, this 19th day of December, 2007.



G. JoAnn Collins, Treasurer of Madison County,
Iowa



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

Lakeshore Estates Plat No. 1

For property located at:

See Legal Description Attached

And owned by: Lakeshore Estates Plat No. 1

Has been approved on the 18 day of December, 2007.

By the Auditor, Madison County, Iowa.


Joan Welch, Auditor

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LAKESHORE ESTATES PLAT NO. 1
MADISON COUNTY, IOWA**

Terra Tender, Inc. hereinafter referred to as "Declarant", is the fee simple owner of the following described real estate:

SEE EXHIBIT "A" ATTACHED HERETO

which real estate is being platted as Lakeshore Estates, Madison County, Iowa.

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

ARTICLE I.

Section 1. "Association" shall refer to the Lakeshore Estate Homeowners' Association, which shall be a non-profit residential real estate management association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, except that a vendee in possession under a recorded contract of sale of any lot shall be considered the owner rather than contract seller being the owner. Those having an interest merely as security for the performance of an obligation shall not be considered an owner.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additional real property which includes lots or plats as may hereafter become subject by covenants of record to assessment by the Association.

Section 4. "Common Area" shall mean and refer to the roadway as shown on the Plat, including the improvements thereon for the common use and enjoyment of the owner. The common area shall also be all portions of paving, rock roads, and utilities located in the common area.

The lake and dam are not common property. All lot owners in Lakeshore Estates and owners of the Parcel D, E, F, G and H adjacent to the north boundary of Lakeshore Estates will have rights to use the lake as long as they are in good standing with the Homeowners' Association fee requirements. The lot owners and parcel owners will have access to the lake from Valley View Trail at the lake dam. The access point will be 375 feet in width and designated by signs at each end of the access area.

The lake frontage is privately owned by the lot owners adjacent to the lake and cannot be used by non-lakefront lot owners for picnicking, playing, or other purposes.

No gas motors will be allowed on boats on the lake. A small 3 horse electric trolling motor is allowed.

Section 5. "Lots" shall mean and refer to the numbered lots as shown upon any Plats within the Property.

Section 6. "Association Responsibility Elements" shall mean the following whether located upon a "Lot" or upon the "Common Area": a) The access roads constructed by the Declarants or the Association and owned by the Association. b) Conduits, ducts, plumbing, wiring, pipes and other facilities located on the above road which are carrying any service to any "Lot". c) Street signs owned by the Association, including such signs located on property owned by Madison County, Iowa. d) the lake and dam.

ARTICLE II.

Property Rights and Maintenance

Section 1. Every Owner shall have a right and easement and enjoyment in and to the Common Area and to the lake and dam as set forth above which shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities and the lake and dam to the members of his family or his tenants.

Section 3. No person, other than the owner of a Lot, his or her invitee and other users of the roads, shall have the right to enter upon, use or affect as Association Responsibility Element located adjacent to a Lot except that the Association and its designees may enter the Common Area at reasonable times for the following purposes: a) Enforcement of any provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association. b) Mowing and maintenance of grass areas. c) Snow removal. d) Inspection, maintenance or repair of any Association Responsibility Element. e) For any other reasonable purpose of the Association.

ARTICLE III.

Membership and Voting Rights

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership is mandatory and shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The owners of Parcels D, E, F, G and H, which are fronted by County Road G-14 Highway (Locally known as 120th St.) will have the use of the lake, dam and the road to and from the lake and dam as set forth above. These parcel owners will be billed by the Homeowners' Association

at a ½ rate of the Homeowners' Association Dues, whether that be monthly or annually. If D, E, F, G, and H Parcel owners, do not pay their dues on a timely fashion, then the Homeowners' Association can rescind the rights of those parcel owners to use the lake and dam. The parcel owners above mentioned, are not members of the Homeowners' Association, unless the Homeowners' Association and the parcel owners mutually agree to membership in the Homeowners' Association.

Section 3. Notwithstanding any other provisions of this Declaration, the Declarant, its successors and assigns, shall be the sole voting membership of the Association until Declarant no longer owns any portion of the property, or until Declarant waives in writing its right to be the sole voting membership, whichever first occurs. While the sole voting member the Declarant, its successors and assigns, shall have the right to elect all Directors of the Association. Declarant shall waive in writing this right to be the sole voting membership when all lots have been sold.

ARTICLE IV.

Covenants for Maintenance Assessments.

Section 1. The Declarant for each Lot owned within the properties, hereby covenants that each Owner of any Lot by acceptance of a Deed thereof, whether or not it shall be so expressed in such deed; is deemed to consent and agree to pay to the Association: a) Annual assessments or charges; and b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, together with interest, costs and reasonable attorney's fees, which shall be a charge upon each Lot and shall be continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees shall also be personal obligations of the person who was the owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them.

Section 2. The assessments levied by and for the Association shall be used exclusively to promote the health, safety and welfare of the residents of the property and for the improvement and maintenance of the Common Area and the Association Responsibility Elements.

Section 3. Annual Assessments: (A) For the period commencing January 1st of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment shall be fixed by the Board of Directors of the Association. The Board of Directors shall fix the annual assessment thereafter. (B) A Lot shall not be subject to assessment until the first day of the month following the date of possession of such Lot.

Section 4. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, which shall include the surfacing or maintenance of any such roads.

Written notice of any meeting called for the purpose of taking any action authorized under this Section shall be sent to all Members entitled to vote no less than 10 days nor more than 30 days in advance of the meeting. The acts approved by a majority of lot holders present at the meeting shall constitute acts of the members.

Section 5. Annual assessments, special assessments for capital improvements, and insurance assessments shall be fixed at a uniform rate for a Lot and may be collected on a monthly bases, except as otherwise specifically provided herein.

Section 6. Annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice by ordinary mail of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Association as to the status of an assessment on a Lot is binding upon the Association as of the date of its issuance.

Section 7. In addition to the annual assessments and special assessments for capital improvements, the Association may levy assessments for insurance purchased by the Association. The Association shall obtain liability and casualty insurance for the Common Area and for the Association Responsibility Elements. This provision shall not relieve any owner of any Lot from obtaining homeowner's liability insurance and casualty insurance for the property of such owner. In the event of a casualty loss upon the Common Area, the Association shall be responsible for the repair and restoration of the Common Area and the owner shall be responsible for the repair and restoration of any building or improvements on his Lot.

Section 8. Any assessments not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Parcels D, E, F, G, and H owners are excluded from the payment of dues and membership in the Association unless they chose to become members and pay dues as set forth above.

Section 10. Each Owner shall be responsible for payment of all utility services to his Lot, including but not limited to, electricity, water, gas, telephone, sewer services and cable television services. Each Owner, or group of Owners, shall also be responsible for servicing their private sanitary sewer systems or any other type of sewer system used, per manufacturer's or designer's recommendations but in no case less than annually, as well as maintaining same so as to be in compliance with all health, safety and other local, county, state and federal codes, rules, regulations or laws of every kind or nature applicable thereto. Further, each Owner or group of Owners, shall apply

written proof and documentation of the routine maintenance of their respective private sanitary sewer system, or other system used, to the Association, as the Association requires from time to time. No surface discharge systems are allowed. If Owner, or group of Owners, does not comply with this requirement, and after written notice by the Association (in the form as set by the Association), the Association may, but is not required to, treat the respective Owner or Owner's sewer system as an "Association Responsibility Element", enter upon the Lot(s), and inspect, service, repair and/or maintain said sewer system as the Association sees fit, and charge the cost of same directly to the respective Lot Owner or Owners as a Special Assessment, as elsewhere provided.

Section 11. Notwithstanding any other provisions of this Article, the Board of Directors may establish an assessment for the maintenance, improvements or reconstruction of street signs, street lights, fences and sidewalks, if necessary, to comply with any directive of Madison County, Iowa.

ARTICLE V.

Architectural Control

No alteration of surface drainage be made until the plans and specifications shown the nature, kind, shape, height, material and location of the same have been submitted to and approved in writing as to the topography by the Board of Directors of the Association. In the event said Board of Directors fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to construction, improvements or alterations made by the Declarant.

Declarant, their successors and assigns, shall have the right as long as Declarant their successors and assigns, own any lot or lots within the subdivision to approve all building plans and specifications prior to the construction of any improvements on any lot in the subdivision. Any owner of any lot in the subdivision shall submit building plans and specifications for approval to Declarant prior to commencing construction on any Lot. No construction of improvements shall be made on any Lot without the express written approval of Declarant whose decision shall be final and binding as to all parties.

ARTICLE VI.

Easements

Each Lot is burdened with an easement for surface drainage for the benefit of all other Lots and Common Areas. Each Lot is burdened with easements for public utilities and sidewalks, if the latter is required by Madison County.

ARTICLE VII.

Use Restrictions.

Section 1. The ownership, use, occupation and enjoyment of each Lot and Common Area shall be subject to the provisions of the By-Laws and Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified, shall have equal status and shall be enforceable and binding as a covenant, condition, restriction running with the land and shall be binding on or enforceable against each and all Lots and Owners thereof and their respective assigns, lessees tenants, occupants and successors in interest.

Section 2. Use of Properties. The use of the Properties shall be in accordance with and subject to the following provisions:

- (A) All lots in said plat shall be used only for single-family residential purposes. No structure shall be erected on any lot except the residential dwelling structure, which shall be at least 1400 square feet in area for a one (1) story home, and 1800 square feet for a one and one half story, two story, split foyer or split level home, and a two or three car garage. Accessory buildings professionally built with colored steel siding or wood siding (no galvanized steel buildings) are acceptable. No mobile homes, earth homes, manufactured homes, or berm homes shall be erected or placed on any of the lots in Lakeshore Estates. No hog confinement, nursery or finishing structure, cattle finishing structure, poultry laying or raising houses shall be erected on any of the lots in said Lakeshore Estates.
- (B) No home or building will be built in the Gas Line Easement.
- (C) The requirements contained in the Madison County Zoning Ordinance as to lot area, width and yard requirements shall apply to all lots within the subdivision. A setback as shown on the Plat of Lakeshore Estates.
- (D) No lot in the plat shall be further subdivided, except that a lot may be divided and sold to or with adjoining lots to increase their size.
- (E) 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.
- (F) 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.
- (G) The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds

and debris, and shall not engage in any activity which is a nuisance.

- (H) Invalidation of any one of these provisions by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.
- (I) If any lot owner decides to erect a fence upon his lot, the total cost of installation of such fence shall be borne by said lot owner as well as the cost of all future maintenance of the fence. No adjoining lot owner shall be required to participate in the cost of the erection or maintenance of any fence. Any fence erected shall be sole property of the lot owner and can be removed by such lot owner at his discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining lot owners for erection and maintenance of a common fence; however, for any such common fence agreement to be enforceable upon future lot owners, such fencing agreement must be in writing and filed on record in the Madison County Recorder's office in order to apprise prospective purchasers of their obligations with respect to such fencing.
- (J) With respect to exterior partition fences it shall be the responsibility and obligation of each lot owner to maintain a lawful partition fence separation of his lot from adjoining unplatted real estate.
- (K) Horses or calves are allowed, in reasonable numbers of each lot. No hogs, chickens, or potentially dangerous exotic animals are allowed.
- (L) The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of Lots at the Common Area and the Association Responsibility Elements, such rules shall be observed and obeyed by the owners, their guests, lessees, assigns and licensees.
- (M) Agents or contractors hired by the Board of Directors of the Association may enter any lot when necessary in connection with any installation, repair, removal, replacement or inspection of any Association responsibility element, or in connection with landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the owner as practical.
- (N) An owner shall be liable to the Association for the expense of any maintenance, repair or replacement to the Common Area or the Association Responsibility Elements rendered necessary by his act, neglect, or carelessness, or by that of his family, guests, employee, agents, or lessee, which liability shall include any increase in insurance rates resulting therefrom.
- (O) Neither the owners nor the Association nor the use of the Common Area shall interfere with the completion of the contemplated improvements and the sale of the Lots by the

Declarant. The Declarant may make such use of the unsold Lots and the Common Area as may facilitate such completion of sale.

- (P) Police, firemen, emergency units, inspectors and any other public officials or law enforcement agencies shall have the same right of entry onto and the same enforcement powers as the Common Area as they have with respect to public streets and publicly owned parts and areas.

ARTICLE VIII.

Use of Road by Adjacent Property Owners

Terra Tender, Inc., hereby reserves the right to grant or withhold consent to connect roads from adjacent properties to the private roads located in Lakeshore Estates. Such consent, when granted, must be granted by Terra Tender, Inc., must be in writing and must be recorded in the office of the Madison County Recorder. The rights granted in this paragraph shall continue until relinquished by Terra Tender, Inc., even after all lots in Lakeshore Estates have been sold to third parties.

ARTICLE IX.

Articles of Incorporation and By-Laws

Attached hereto as Exhibits "A" and "B" are the Articles of Incorporation and the By-Laws of Lakeshore Estates Homeowners' Association.

ARTICLE X.

General Provisions

Section 1. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of seventy-five percent (75%) of the then owners of the lots, it is agreed to delete said Covenants, Conditions and Restrictions in whole, or in part. This Declaration may be amended by an instrument signed by owners

of not less than seventy-five percent (75%) of the Lots, but no amendment shall alter any rights of the Declarant or impose any additional obligations upon the Declarant without written consent of the Declarant. Any amendment must be recorded. During such time as Declarant is sole voting member of the Association, this Declaration may be amended by Declarant, without obtaining a consent from the other lot owners.

Dated this 18 day of December, 2007.

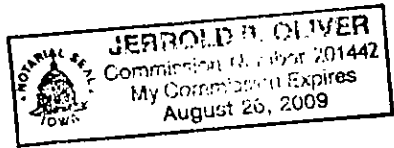
TERRA TENDER, INCORPORATED

By: Larry L. Hughes
Larry L. Hughes, President

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 18 day of Dec,
2007, by Larry L. Hughes as President of Terra Tender, Inc.

Jerrold H. Oliver
Notary Public in and for said State of Iowa



FINAL PLAT, LAKESHORE ESTATES PLAT No. 1

LEGAL DESCRIPTION:

A Plat of survey located in the West Half of the Northwest Quarter of Section 15, and the East Half of the Northeast Quarter of Section 16, all in Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 15, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence North $63^{\circ}36'56''$ West, 1349.14 feet; thence South $23^{\circ}33'56''$ West, 168.01 feet; thence North $70^{\circ}19'14''$ West, 913.81 feet; thence Southerly 71.20 feet along an 300.00-foot radius curve, concave Southeasterly, with a chord of South $12^{\circ}20'40''$ West, 71.04 feet; thence South $88^{\circ}57'18''$ West, 484.45 feet to a point on the West line of the East Half of the Northeast Quarter of Section 16, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence North $00^{\circ}04'37''$ West, 699.26 feet along the West line of the East Half of the Northeast Quarter of said Section 16; thence North $88^{\circ}57'18''$ East, 703.30 feet; thence North $05^{\circ}18'37''$ West, 1045.35 feet to a point on the North line of the East Half of the Northeast Quarter of said Section 16; thence North $84^{\circ}11'14''$ East, 66.05 feet along the North line of the East Half of the Northeast Quarter of said Section 16; thence South $05^{\circ}16'35''$ East, 449.15 feet; thence North $84^{\circ}17'27''$ East, 666.31 feet; thence North $55^{\circ}04'59''$ West, 555.70 feet; thence North $05^{\circ}48'46''$ West, 87.74 feet to a point on the North line of the East Half of the Northeast Quarter of said Section 16; thence North $84^{\circ}11'14''$ East, 66.00 feet along the North line of the East Half of the Northeast Quarter of said Section 16; thence South $05^{\circ}48'46''$ East, 57.47 feet; thence South $55^{\circ}04'59''$ East, 602.38 feet; thence North $84^{\circ}17'27''$ East, 822.04 feet; thence South $45^{\circ}24'51''$ East, 462.72 feet to a point on the East line of the West Half of the Northwest Quarter of said Section 15; thence South $00^{\circ}22'24''$ West, 1820.80 feet along the East line of the West Half of the Northwest Quarter of said Section 15 to the Point of Beginning. Said Parcel contains 86.31 acres, which includes 0.10 acres of County Road right-of-way and 6.30 acres of Private Road right-of-way.

**RESOLUTION APPROVING FINAL PLAT
OF LAKESHORE ESTATES PLAT NO. 1
MADISON COUNTY, IOWA**

WHEREAS, there was filed in the Office of the Zoning Administrator of Madison County, Iowa, a registered land surveyor's plat of a proposed subdivision known as Lakeshore Estates Plat No. 1; and

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

See Attached

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, Terra Tender, Inc.; and

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 proprietors and 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, papers and documents presented therewith should be approved by the Board of Supervisors, and that said plat, known as Lakeshore Estates Plat No.1 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 Lakeshore Estates Plat No. 1 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 12th day of August, 2008.

Steven B. Raymond



~~Bob Weeks~~, Chairman, Board of Supervisors,
Madison County, Iowa

ATTEST:



Madison County Auditor

FINAL PLAT, LAKESHORE ESTATES PLAT No. 1

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AGREEMENT

This Agreement, made and entered into, by and between, the proprietors of Lakeshore Estates Plat No. 1 and Todd Hagan, Madison County Engineer.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

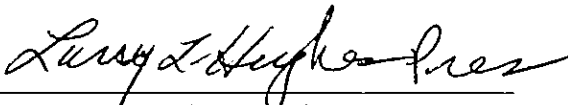

1. The proprietors of Lakeshore Estates Plat No. 1, a Plat of the following described real estate:

See Attached

hereby agree that all private roads located within Lakeshore Estates Plat No.1 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.

PROPRIETORS LAKESHORE ESTATES PLAT NO. 1

Terra Tender, Inc.

By:  
Larry L. Hughes, President Todd Hagan, Madison County Engineer

FINAL PLAT, LAKESHORE ESTATES PLAT No. 1

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Clarke County State Bank

We have YOUR best interest in mind!

IRREVOCABLE LETTER OF CREDIT NO. 53073

ISSUE DATE: 2-21-2008

EXPIRATION DATE: 2-21-2009

Account Party's Name:

Terra Tender, Inc.
Larry L. Hughes, President

TO: Madison County Board of Supervisors
P.O. Box 152
Winterset, IA 50273

We hereby establish this irrevocable and transferable Letter of Credit in your favor for the account of Terra Tender, Inc., Larry L. Hughes, President, for one or more drawings up to United States \$125,000.00 This Letter of Credit is payable at Clarke County State Bank office at 139 S. Main, PO Box 487, Osceola, Iowa 50213, and expires with our close of business on February 21, 2008.

We hereby undertake to honor your or the transferee's sight draft(s) drawn on Clarke County State Bank for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date.

This Letter of Credit is transferable. Transfer's and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Madison County Board of Supervisors (the beneficiary) in a form satisfactory to Clarke County State Bank.

This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of the State of Iowa.

If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

Garry Henderson
Assistant Vice President

Vance & Hochstetler, P.C.

Consulting Engineers

110 West Green Street
Winterset, Iowa 50273-1533

C.T. Vance, P.E. & L.S.
J.M. Hochstetler, L.S.
J. Russell Hochstetler, P.E.
Office Telephone (515) 462-3995
Office Fax (515) 462-9845

December 18, 2007

Mr. Larry Hughes
(c/o Terra Tender Inc)
208 E. 1st Street
Ackworth, IA, 50001

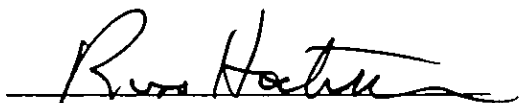
RE: Lakeshore Estates Plat No. 1

On December 17, 2007, I stopped by the site for Lakeshore Estates Plat No. 1, a subdivision plat located in Sections 15 & 16, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, to look at the condition of the road surface in this plat.

The approximately 4500 feet of road in this plat has been graded, and the subgrade condition is generally good. In order to complete the plat, the gravel surface for this road will have to be placed, along with some small repairs to the subgrade. Assuming a road surface width of 28 feet & a rock thickness of 9 inches, I came up with a rock volume of 3,850 cubic feet, which translates into 5780 tons. Assuming an in-place cost of \$20/ton for the road stone, that would mean that the plat would require an additional \$116,000 to bring the road up to standard.

Please feel free to contact us with any questions or comments about this site analysis, and please know that I am open to any input from yourself or your installer on possible revisions to this design.

Sincerely,



Russ Hochstetler, PE
Iowa Registration No. 13652

J&L Custom Fence Inc.

3321 - 190th

Duple, IA 50229

Garry Hughes

961 - 4045

681 6310

2/21/08

2600 ft / 4 barb / 3 steel / 1 wood / powder 12'

Materials

#17 - 6" x 8 creek crown @ \$18.50 \$ 299.50

4 9' U Braces @ \$20.00 \$ 80.00

4 5" anchors @ \$11.00 \$ 44.00

3 - #10/9 turn ups @ \$11.00 \$ 33.00

55 - 4" x 6 1/2" creek line Post \$8.50 \$ 467.50

165 - 6 1/4" steel @ \$5.00 \$ 825.00

#8 - 80 rd 2pt barb @ \$6.175 \$ 494.00

misc day staples ect clips \$ 310.95

fuel surcharge \$ 119.20

\$ 2503.15

tax \$ 175.26

\$ 2678.37

Labor

158 rd @ \$13.50 \$ 2133.00

2 - 1-way corner set @ \$35.00 \$ 70.00

1 - 2-way corner set @ \$45.00 \$ 45.00

15 miles x 2 day x 2.75 \$ 82.50

Labor \$ 2330.50

materials \$ 2678.37

Total \$ 5008.87

LAND DISTURBING ACTIVITY AFFIDAVIT

Land Disturbing Activity Affidavit form received:

Date 2-22-08

Form must be returned no latter than 30 days or before commencing with land disturbing activity.

FIRST NAME Larry L. Hughes LAST NAME Hughes

BUSINESS NAME Terra Tender, Inc.

ADDRESS: P.O. Box 305 CITY Norwalk STATE Ia ZIP 50211

HOME PHONE: 515-961-4045 CELL PHONE: 515-681-6310

PROPOSED CONSTRUCTION Build Roads installed 3 Ac lake
for Rural Subdivision E $\frac{1}{2}$ NE $\frac{1}{4}$

LEGAL DESCRIPTION W $\frac{1}{2}$ NW $\frac{1}{4}$ section 16 SECTION 16 TWSP 77 RANGE 26 (attach map)
It

Land Disturbing Activity Affidavit filled out in its entirety and returned on 2-22-08

Form returned by Terra Tender Inc.
Larry L. Hughes Date _____
President

Land Disturbing Activities Affidavit

Pursuant to section 161A.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 I make herein, I, Terra Tender Inc, being first duly sworn under oath, do solemnly swear to affirm that: Larry L. Hughes, Pres.

I plan to engage in the following land disturbing activity:

The established starting date is 4-1-08 The estimated completion date is 8-1-08

The land disturbing activity will occur on lands under my control, which lands are legally described as:
W 1/2 NW 1/4 Sec 15, & E 1/2 NE 1/4 Sec 16, T 77 N,
R 26 W. Madison County

As owner or occupant of the land describe above, I am aware that I 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.

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

Upon filing this affidavit, I am given authority to start the land disturbing activity. I also assume responsibility for all land disturbing activities conducted on this property by myself or other people or entities I represent. This authority covers only the land and land disturbing activity describe above.

I am the (underline the appropriate) owner of the land, authorized officer of corporate owner, partner, other Terra Tender, Inc (specify) and have full authority to enter into this agreement on behalf of Terra Tender, Inc (self or name of entity) and to fully bind Terra Tender, Inc (self or name of entity) to comply with the representations contained herein.

CORPORATE SEAL:

No

Larry L. Hughes
Official title: President Name

On behalf of: Terra Tender, Inc
Name of entity seeking permission to engage in land disturbing agreement

If a corporation has not adopted a corporate seal, the affiant shall so state: "I hereby certify that the above-named corporation has not adopted a corporate seal."

Larry L. Hughes, President
Name and Office

Subscribed and sworn to before me on this 22 day of February, 2008.

Kelly J. Cain
Notary Public in and for State of Iowa



Instructions for completing Affidavit

This form is to be completed by the person with the authority to initiate a land disturbing activity that requires an affidavit of compliance.

This form must be signed and filed with applicable political subdivision or soil and water conservation district before the land disturbing activity is initiated.

Soil loss limits

Agricultural and horticultural lands: maximum rates of soil erosion permitted for these lands are the average annual soil loss expressed in tons per acre per year, varying from 1 to 5 tons depending upon soil type.

Nonagricultural lands (including public parks, urban lands, industrial parks, airports, public and private recreation lands, roads, streets, highways, and other public lands): The maximum rate of erosion permitted for these lands is an average annual soil loss of 5 tons per acre per year leaving the site.

Construction sites (including housing developments, shopping centers, industrial park developments, commercial building sites, highways, drainage channels, floodways, water impoundment structure and other similar projects): Maximum rate of soil erosion permitted on such land is 5 tons per acre per year leaving the site.

General guidelines for land treatment

The following practices that contribute to good urban land conservation and reduce soil erosion and sedimentation have been identified to help developers and builders do a better job.

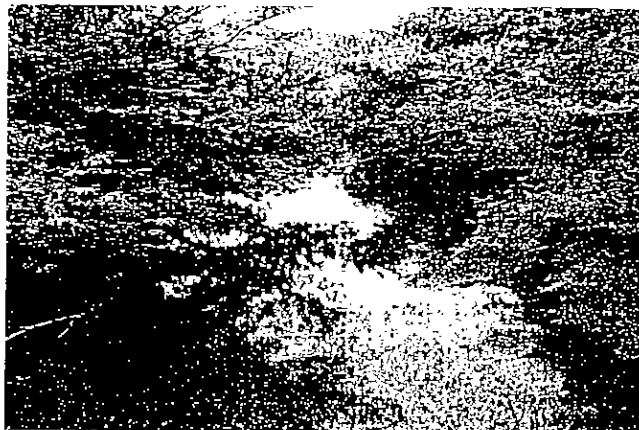
1. Choose the land that has the suitable natural drainage and soils with minimum limitations for the intended development.
2. Prepare a conservation plan as an integral part of the subdivision of site plan.
3. Steep slopes, waterways and flood plain land should be considered for park and other open-space uses.
4. Save natural grass, shrubs, and trees wherever possible. These enhance the beauty of the subdivision, with increase the dollar value and helps control erosion.
5. orient the development to the site so that minimum land grading and other site preparation is required.
6. Phase development in workable units rather than breaking up large tracts of land simultaneously in order to reduce soil exposure and damages during the construction period.
7. Plan for the safe disposal of increased water runoff caused by rooftops, pavement, and straightened waterways.
8. Topsoil should be stockpiled and used later on areas to be stabilized by permanent vegetation.
9. Exposed and eroded areas should be established immediately upon completion of final grading on all areas where this is applicable.

New Rules That Apply to Construction Site Activities

Protecting Iowa's Rivers and Lakes from Non-Point Source Pollution

What is Non-Point Source Pollution?

This is the type of pollution that does not come from a pipe, but instead comes from diffuse sources. In urban settings it includes runoff from construction sites that can carry heavy sediment loads if the soil is not protected from erosion. It also includes runoff from parking lots that drain to storm sewers and contain organic and heavy metal contaminants and salt. Another example of non-point source pollution is fertilizer-laden runoff from lawns that discharge to streams via storm sewers.



What Impact Does Non-Point Source Pollution Have on Lakes and Rivers?

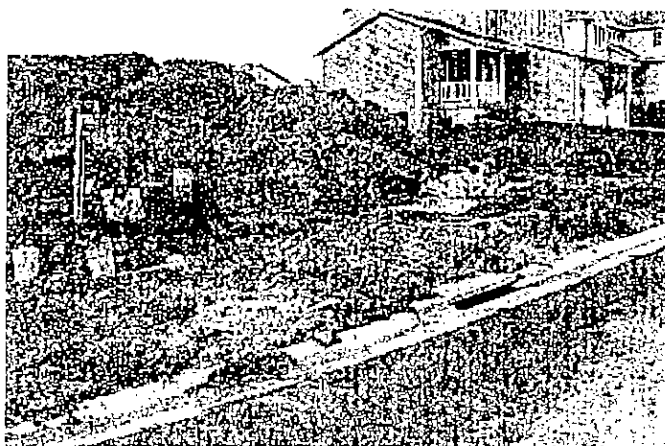
Sediment or eroded soil, along with organic and heavy metal contaminants, salts, and nutrients in fertilizers, will pollute rivers and lakes. Fish habitat is ruined by sediment. Sediment runoff rates from construction sites are typically 10 to 20 times greater than agricultural lands.

What are the New Phase II Rules that Impact Construction Site Activities?

U.S. EPA developed Phase II Stormwater rules in 1992 that became effective on March 10, 2003. Included in these rules are requirements for construction sites.

- There can be a single party acting as site operator who is consequently responsible for obtaining a permit, or there can be two or more operators all obligated to seek permit coverage.

- As of March 10, 2003, construction activities disturbing 1 or more acres must apply for a permit for stormwater discharges. This includes burying of or land disturbances related to utility lines, mains, and related structures.
- All operators of construction sites must be co-permittees on the stormwater permit.
- An operator is a party or parties that have operational control of construction plans and specification or day-to-day operational control of activities.
- Operators include both owners and contractors who disturb the soil.



What do I need to do to be in Compliance with the Phase II Regulations for a Construction Project?

1. You must first develop a Stormwater Pollution Prevention Plan (SWPPP) with appropriate best management practices (BMPs) for soil erosion and sediment control on-site. The purpose of the SWPPP is to reduce pollution at the construction site before it causes environmental pollution. Erosion and sediment control is accomplished with proper planning and installation and maintenance of controls. The following are some of many effective BMPs:

Nonstructural BMPs

- Minimum site disturbance
- Preserve natural/native vegetation
- Good housekeeping

Structural BMPs

- Erosion Control: mulch, vegetative cover, compost
- Sediment Control: silt fence, inlet protection, check dams, sediment traps such as compost socks

2. Once you have prepared a SWPPP you must complete and submit the necessary forms for an NPDES General Permit Number 2, including the application form, 2 proofs of public notice, and fee payment to: The Iowa Department of Natural Resources (IDNR), Stormwater Coordinator, Henry Wallace Building, 502 E. 9th St. Des Moines, IA 50319-0034. You should also check with the local city or county government in which you are planning construction to determine if there are also local ordinances that you must comply with.
3. Once the necessary paperwork and been filed and you have obtained your permit from IDNR, the SWPPP is to be implemented with the start of construction.
4. A Notice of Discontinuation (NOD) is submitted to IDNR and possibly the local city or county when final stabilization of the site has been achieved as defined in the permit.

Where do I get the forms for NPDES General Permit Number 2?

- You can contact the IDNR at (515) 281-6782 or visit IDNR's web site at <http://www.state.ia.us/epd/wastewtr/wwapps/npdes.htm>. The permit information is provided on the web site under "NPDES General Permit No. 2" and information on stormwater pollution prevention plans is provided under "Summary Guidance for General Permit No. 2"

Where can I find additional information on the Phase II Program?

- Visit IAMU's web site at www.iamu.org and look under Stormwater. A list of BMPs has been placed on this website. Contact Pat Sauer at IAMU 1-800-810-4268 for additional information.
- Visit U.S. EPA's web site at www.epa.gov/npdes/stormwater and look under construction for small and large projects.

Farm 3925 Tract

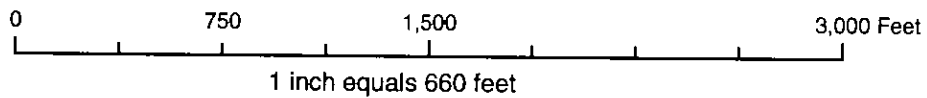
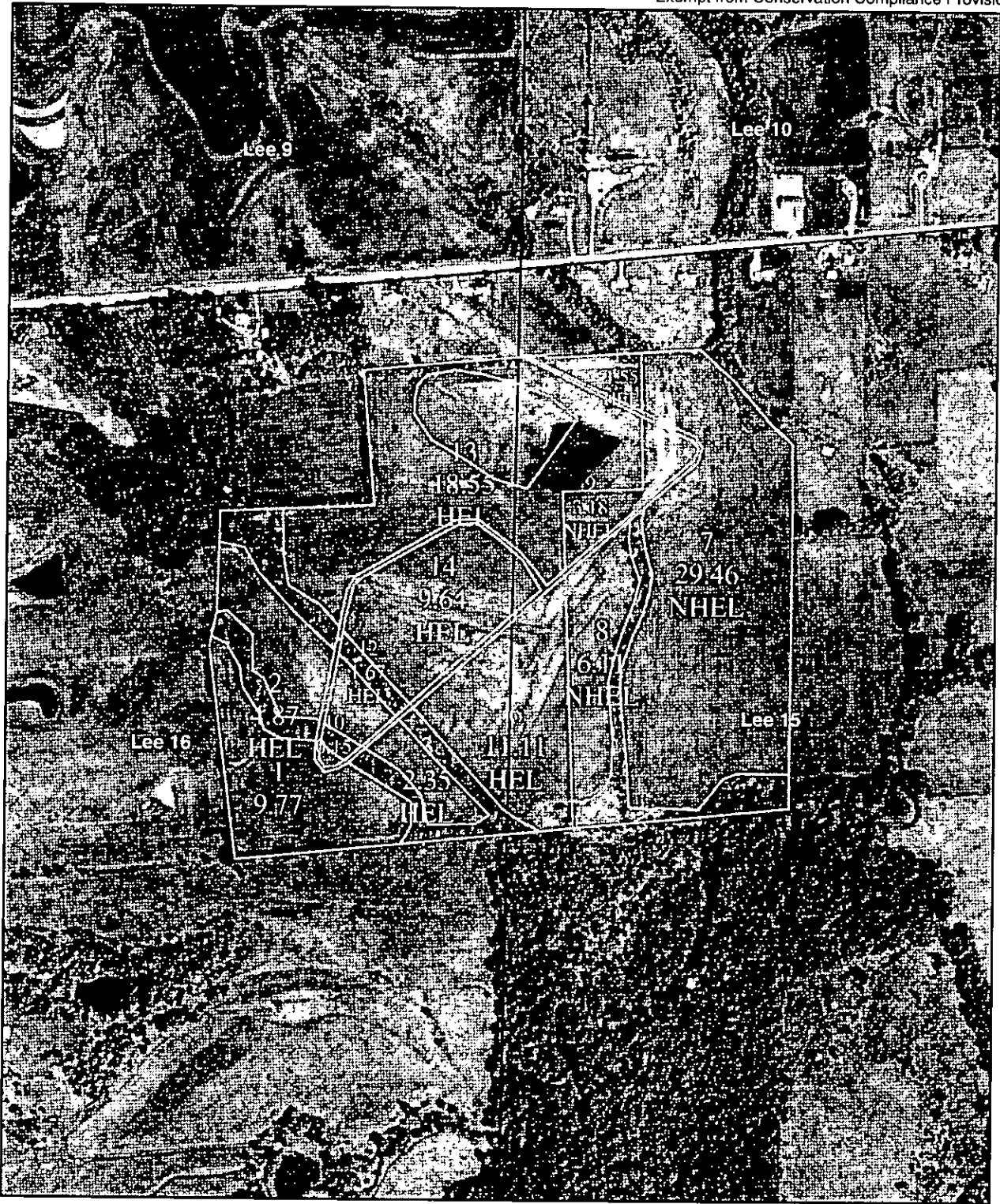
Legend

 Field Boundary

Wetland Determination

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions



Prepared by Madison County FSA

Disclaimer: Wetland identifiers do not represent the size, shape or specific determinations of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations or contact NRCS.



DEPARTMENT OF NATURAL RESOURCES

CHESTER J. CULVER, GOVERNOR
PATTY JUDGE, LT. GOVERNOR

RICHARD A. LEOPOLD, DIRECTOR

June 19, 2007

LARRY L. HUGHES
501 NORTH AVENUE
P.O. BOX 305
NORWALK, IA 50211

Re: Acknowledgement of Receipt of Permit Renewal Fee Payment
DNR Authorization Number: IA - 8592 - 8396
Facility Name and Location: TERRA TENDER, INC. VAN METER, IA

Dear LARRY L. HUGHES:

Enclosed you will find a revised discharge authorization sheet for your storm water NPDES General Permit. You will notice that your storm water discharge to be covered under the general permit has been authorized for additional year(s). The revised date is shown on the lower portion of the cover sheet following the phrase "Coverage Provided Through." If any of the information on this cover sheet is incorrect or if you have any questions, please contact Ruth Rosdail at (515) 281-6782.

Also enclosed is a separate sheet regarding the contact person for storm water correspondence for your project or facility. Please update our contact person sheet if any information on that sheet is incorrect. Send any revisions to:

Storm Water Coordinator
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319-0074

Sincerely,

Joseph D. Griffin
Environmental Protection Division
Wastewater Section

Enclosure(s): Contact Information Sheet; Permit Authorization Sheet.

File No. CON 11 - 4 - 1 - 8592
IDNR Field Office #5

DEAR STORM WATER DISCHARGER:

We are using the following contact person and address for correspondence relating to the storm water discharge general permit. If you prefer that correspondence be sent elsewhere, please make the appropriate changes below and return this form to us so that we can update our records.

Mail changes to: Storm Water Coordinator
Iowa Department of Natural Resources
502 E. 9th St.
Des Moines, IA 50319-0034

DNR Permit Number: IA - 8592 - 8396

Contact Person: LARRY L. HUGHES

Contact Address:

501 NORTH AVENUE
P.O. BOX 305

NORWALK, IA 50211

Telephone: (515)681-6310



DEPARTMENT OF NATURAL RESOURCES
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
NOTICE OF GENERAL PERMIT COVERAGE UNDER
GENERAL PERMIT NO. 2

STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY

This notice of general permit coverage for a storm water discharge associated with construction activity is issued pursuant to the authority of section 402 (b) of the Clean Water Act (U.S.C. 1342(b)), Iowa Code 455B.174, and subrule 567--64.4(2), Iowa Administrative Code. A Notice of Intent has been filed with the Iowa Department of Natural Resources that this storm water discharge complies with the terms and conditions of NPDES General Permit No. 2. Authorization is hereby issued to discharge storm water associated with industrial activity as defined in Part VIII of the Iowa Department of Natural Resources NPDES General Permit No. 2 in accordance with the terms and conditions set forth in the permit.

Owner:
TERRA TENDER, INC.
501 NORTH AVENUE
P.O. BOX 305
NORWALK IA 50211
(515)681-6310

Permit Coverage Issued To:
TERRA TENDER, INC.
120TH STREET
in VAN METER, MADISON COUNTY
located at

1/4 Section	Section	Township	Range	Latitude			Longitude		
				Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
NW-15	NE-16	77N	26W						

Coverage Provided Through: 7/15/2008
NPDES Permit Discharge Authorization Number: 8592 - 8396
Discharge Authorization Date: 12/1/2004

Project Description: A 3.0 ACRE LAKE AND CONSTRUCTION FOR A RURAL SUBDIVISION. APPROX. 18 ACRES.

17-1709-150 -

**PAYMENT NOTICE OF
PERMIT FEE FOR
STORM WATER DISCHARGE
GENERAL PERMIT NO. 02**

IDNR CASHIER'S USE ONLY
0253-542-SW08-0581

STORM WATER 150.00
CHECK 150.00

06-19-2007 #502138CLERK 1 9534 11:15T

**FOR: TERRA TENDER, INC.
120TH STREET
VAN METER, MADISON COUNTY, IA**

IOWA DNR AUTHORIZATION NUMBER: IA - 8592-8396

Annual Permit Fee \$150.00 (per year) Maximum coverage is 1 year.

Send permit fee and this Payment Notice no later than July 15, 2007.

Mail this letter, **together with a check or money order** made payable to "Iowa Department of Natural Resources", to:

Storm Water Coordinator
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319-0034

97799 JUN15'07 AM 8:52



STATE OF IOWA

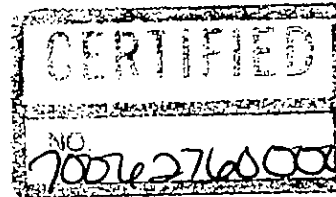
CHESTER J. CULVER, GOVERNOR
PATTY JUDGE, LT. GOVERNOR

DEPARTMENT OF NATURAL RESOURCES
RICHARD A. LEOPOLD, DIRECTOR

CERTIFIED MAIL

May 29, 2007

LARRY L. HUGHES
501 NORTH AVENUE
P.O. BOX 305
NORWALK, IA, 50211



Return Receipt Requested

Re: ANNUAL PERMIT FEE: PAYMENT DUE NOTICE
Storm Water NPDES General Permit No. 02
Permit Fee for Authorization Number: IA-8592-8396
Facility Name and Location: TERRA TENDER, INC., VAN METER, IA

You are currently authorized to discharge storm water associated with industrial activity that is covered under Iowa's NPDES General Permit No. 02. You are authorized to discharge through July 15, 2007. Your authorization will expire on this date. To renew your discharge authorization, submit the fee payment along with the enclosed Permit Fee Payment Notice. The permit fee and the Payment Notice are due no later than July 15, 2007.

IMPORTANT: The Permit Fee Notice must accompany the permit fee for proper identification of the facility or project for which the authorization has been issued. Failure to return the enclosed notice with the fee payment may result in your fee not being credited to your permit; your authorization to discharge will then not be renewed.

For general permits no. 1 and no. 3, if all activity at your facility has ceased and no material or residue of materials are either currently at the site or shall be in the future you must file a Notice of Discontinuation (NOD). For general permit no. 2, if all construction activity including house building has ceased and a permanent vegetative cover has been established you must file a NOD. The NOD informs us that this facility or project no longer needs a permit and must not be filed until ALL construction at the site, including houses and other buildings, has been completed and the ground stabilized with a permanent vegetative cover. The NOD can be downloaded at this location: www.iowadnr.com/water/stormwater/forms.html If you must file a NOD you do not need to also renew your authorization.

You will receive an updated IDNR authorization to discharge as an acknowledgement of receipt of your payment. If you have any questions please call Ruth Rosdail at 515-281-6782 or myself at 515-281-7017. Please note that after the expiration date of your authorization you are not authorized to discharge storm water and doing so without an authorization is a violation of Chapter 567-64 of the Iowa Administrative Code.

Sincerely,

Handwritten signature of Joseph D. Griffin

Joseph D. Griffin
ENVIRONMENTAL SERVICES DIVISION
NPDES Permits Section

Enclosures: 1) Contact Sheet, 2) Payment Notice Sheet
File No.: CON.11-4-1 # 8592

CONTACT INFORMATION

We are using the following contact person and address for correspondence relating to the storm water discharge permit. If you prefer the correspondence to be sent elsewhere, please make the appropriate changes below and return this form to us so that we can update our records.

Mail changes to: Storm Water Coordinator
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319-0034

DNR Authorization Number: 8592-8396

Contact Person: LARRY L. HUGHES

Contact Address:

501 NORTH AVENUE
P.O. BOX 305

NORWALK, IA, 50211

Telephone: (515)681-6310

**PAYMENT NOTICE OF
PERMIT FEE FOR
STORM WATER DISCHARGE
GENERAL PERMIT NO. 02**

IDNR CASHIER'S USE ONLY
0253-542-SW08-0581

**FOR: TERRA TENDER, INC.
120TH STREET
VAN METER, MADISON COUNTY, IA**

IOWA DNR AUTHORIZATION NUMBER: IA - 8592-8396

Annual Permit Fee \$150.00 (per year) Maximum coverage is 1 year.

Send permit fee and this Payment Notice no later than July 15, 2007.

Mail this letter, **together with a check or money order** made payable to "Iowa Department of Natural Resources", to:

Storm Water Coordinator
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319-0034

CON 11-4-1 # 8592



DEPARTMENT OF NATURAL RESOURCES

THOMAS J. VILSACK, GOVERNOR
SALLY J. PEDERSON, LT. GOVERNOR

JEFFREY R. VONK, DIRECTOR

December 2, 2004

LARRY L. HUGHES
501 NORTH AVENUE
P.O. BOX 305
NORWALK, IA 50211

Re: Authorization of a Storm Water Discharge Associated With Construction Activity
Iowa Department of Natural Resources, NPDES General Permit No.2
DNR Authorization Number: IA - 8592 - 8396
Facility Name and Location: TERRA TENDER, INC., VAN METER, IA

Dear LARRY L. HUGHES:

This letter is to acknowledge that a complete Notice of Intent to be covered under Iowa's NPDES Storm Water General Permit No. 2 has been received. Please use the DNR Authorization Number provided above for any future correspondence on this project. By making this Notice of Intent with the DNR, you are committing to meet the terms and conditions in General Permit No. 2. If you do not have a copy of General Permit No. 2 please call (515)281-6782 and request that a copy be sent to you.

In accordance with the terms and conditions in General Permit No. 2, a pollution prevention plan was to have been developed before the Notice of Intent was submitted to the department. The plan is to be implemented at the start of construction and updated accordingly. The pollution prevention plan and other records are to be kept on-site where the storm water discharge occurs. Unless otherwise requested, you do not need to provide a copy to the DNR.

When the construction project has reached final stabilization as defined in the permit, you must submit a Notice of Discontinuation to the DNR (refer to the summary guidance document). Final stabilization is not achieved for residential and commercial developments until all houses and buildings have been constructed and ground surrounding them has been finally stabilized.

If you have questions, please call me at (515)281-7017 or call (515)281-6782 and ask for storm water permit assistance.

Sincerely,

Joseph D. Griffin
Wastewater Section
Environmental Protection Division

Enclosure(s): Contact Information Sheet; Permit Authorization Sheet.

File No. CON 11 - 4 - 1 -- 8592
IDNR Field Office #5

DEAR STORM WATER DISCHARGER:

We are using the following contact person and address for correspondence relating to the storm water discharge general permit. If you prefer that correspondence be sent elsewhere, please make the appropriate changes below and return this form to us so that we can update our records.

Mail changes to: Storm Water Coordinator
Iowa Department of Natural Resources
502 E. 9th St.
Des Moines, IA 50319-0034

DNR Permit Number: IA - 8592 - 8396

Contact Person: LARRY L. HUGHES

Contact Address:

501 NORTH AVENUE

P.O. BOX 305

NORWALK, IA 50211

Telephone: (515)681-6310



THOMAS J. VILSACK, GOVERNOR
SALLY J. PEDERSON, LT. GOVERNOR

JEFFREY R. VONK, DIRECTOR

DEPARTMENT OF NATURAL RESOURCES
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
NOTICE OF GENERAL PERMIT COVERAGE UNDER
GENERAL PERMIT NO. 2

STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY

This notice of general permit coverage for a storm water discharge associated with construction activity is issued pursuant to the authority of section 402 (b) of the Clean Water Act (U.S.C. 1342(b)), Iowa Code 455B.174, and subrule 567--64.4(2), Iowa Administrative Code. A Notice of Intent has been filed with the Iowa Department of Natural Resources that this storm water discharge complies with the terms and conditions of NPDES General Permit No. 2. Authorization is hereby issued to discharge storm water associated with industrial activity as defined in Part VIII of the Iowa Department of Natural Resources NPDES General Permit No. 2 in accordance with the terms and conditions set forth in the permit.

Owner:

**TERRA TENDER, INC.
501 NORTH AVENUE
P.O. BOX 305
NORWALK IA 50211
(515)681-6310**

Permit Coverage Issued To:

**TERRA TENDER, INC.
120TH STREET
in VAN METER, MADISON COUNTY
located at**

1/4 Section	Section	Township	Range	Latitude			Longitude		
				Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
NW-15	NE-16	77N	26W						

Coverage Provided Through: 7/15/2007
NPDES Permit Discharge Authorization Number: 8592 - 8396
Discharge Authorization Date: 12/1/2004

Project Description: A 3.0 ACRE LAKE AND ROADS FOR A RURAL SUBDIVISION. APPROX. 18 ACRES.

**IOWA DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION**

NOTICE OF INTENT FOR NPDES COVERAGE UNDER GENERAL PERMIT

No. 1 FOR "STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY"

or

No. 2 FOR "STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR CONSTRUCTION ACTIVITIES"

or

No. 3 FOR "STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR ASPHALT PLANTS, CONCRETE BATCH PLANTS, ROCK CRUSHING PLANTS, AND CONSTRUCTION SAND AND GRAVEL FACILITIES."

11-1104-300

Cashier's Use Only

STORM WATER 300.0
CHECK 300.0

12-01-2004 H502138CLERK 1 7374 1014

PERMIT INFORMATION

Has this storm water discharge been previously permitted (Check One) Yes No

If yes, please list authorization number _____
Under what General Permit are you applying for coverage?

General Permit No. 1 General Permit No. 2 General Permit No. 3

NPDES PERMIT FEE OPTIONS

For coverage under the NPDES General Permit the following fees apply:

- Annual Permit Fee \$150 (per year) Maximum coverage is one year.
- 3-year Permit Fee \$300 Maximum coverage is three years.
- 4-year Permit Fee \$450 Maximum coverage is four years.

3278 11/29/04 AM 10:40

Coverage provided by the multi-year permit fees expires no later than the expiration date of the general permit (October 1, 2007).

Checks should be made payable to: Iowa Department of Natural Resources.

FACILITY OR PROJECT INFORMATION

Enter the name and full address/location (not mailing address) of the facility or project for which permit coverage is requested.

NAME: Terra Tender, Inc.		STREET ADDRESS OF SITE: 120 th St.	
CITY: Van Meter	COUNTY: Madison	STATE: Iowa	ZIP CODE: 50261

CONTACT INFORMATION. Give name, mailing address and telephone number of a contact person (Attach additional information on separate pages as needed). This will be the address to which all correspondence will be sent and to which all questions regarding your application and compliance with the permit will be directed.

NAME: Larry L. Hughes		ADDRESS: P.O. Box 305	
CITY: Norwalk	STATE: Iowa	ZIP CODE: 50211	TELEPHONE: (515)-681-6310

Check the appropriate box to indicate the legal status of the operator of the facility.

Federal State Public Private Other (specify) _____

SIC CODE* (General Permit No. 1 & 3 Applicants Only)

* SIC code refers to Standard Industrial Classification code number used to classify establishments by type of economic activity.

Turn this form over and complete the back side.

FACILITY LOCATION OR LOCATION OF CONSTRUCTION SITE
 Give the location by 1/4 section location (i.e. NW)/section number/ township/ range.

1/4 SECTION	SECTION	TOWNSHIP	RANGE
W 1/2 NW 1/4	15	77	26
E 1/2 NE 1/4	16	77	26

MAIL TO:
 STORM WATER COORDINATOR
 IOWA DEPARTMENT OF
 NATURAL RESOURCES
 502 E. 9TH STREET
 DES MOINES, IA 50319-0034

OWNER INFORMATION

Enter the name and full address of the owner of the facility.

NAME: Terra Tender, Inc		ADDRESS: 501 North Ave. P.O. Box 305	
CITY: Norwalk	STATE: Ia	ZIP CODE: 50211	TELEPHONE: 575-681-6310

OUTFALL INFORMATION

Discharge Start Date, i.e., when did/will the site begin operation or 10/1/92, whichever is later: 07-15-04

Is any storm water monitoring information available describing the concentration of pollutants in storm water discharges? Yes No

NOTE: Do not attach any storm water pollutant information as part of this Notice of Intent.

Receiving water(s) to the first uniquely named waterway in Iowa, (e.g., road ditch to unnamed tributary to Mud Creek to South Skunk River):
Badger Creek

Compliance With The Following Conditions:

- Has the pollution prevention plan been developed prior to the submittal of this Notice of Intent?
- Will the Storm Water Pollution Prevention Plan comply with approved State (Section 161A.64, Code of Iowa) or local sediment and erosion plans? (for General Permit 2 only)
- Have two (2) public notices been published for at least one day, one each in the two newspapers with the largest circulation in the area where the discharge is located? (new applications only)

	Yes	No
1.	X	
2.	X	
3.	X	

GENERAL PERMIT NO. 2 AND GENERAL PERMIT NO. 3 APPLICANTS COMPLETE THIS SECTION.

Description of Project: A 300 Acre Lake & Roads for a Rural Subdivision

For General Permit No. 3 - Is this facility to be moved this year? Yes No

Number of Acres of Disturbed Soil: Approx 18 AC
 (Construction Activities Only)

Estimated Timetable For Activities / Projects, i.e., approximately when did/will the project begin and end:
Approx July 15, 04; stopped work approx Sept 15, 04 & will complete in Spring of 2005

Only the following individuals may sign the certification: owner of site, principal executive officer of at least the level of vice-president of the company owning the site, a general partner of the company owning the site, principal executive officer or ranking elected official of the public entity owning the site, any of the above of the general contracting company for construction sites.

CERTIFICATION

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified people properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, this information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME (please print) <u>Larry L. Hughes</u>	TITLE: <u>President, Terra Tender, Inc</u>
SIGNATURE: <u>Larry L. Hughes</u>	DATE: <u>11/23/04</u>

STATE OF IOWA
SS.
Madison County

TED GORMAN BEING DULY SWORN
SAYS HE IS PUBLISHER OF THE
WINTERSET-MADISONIAN, a once weekly
newspaper of general circulation,
published in Winterset, Iowa, and that
the notice, a copy which is annexed and
made part hereof, was correctly published
in said newspaper

for the period of One consecutive
weeks, the last publication thereof being

on the 27 day of Oct, 2004

Ted Gorman

Subscribed and sworn to before me this

28 day of Oct, 2004

Shirley Lattig

NOTARY PUBLIC

In and for Madison County

Fee \$ 11.68



Winterset Madisonian, Oct. 27, 2004 Page 14A

Pu

PUBLIC NOTICE OF STORM WATER DISCHARGE

Terra Tender, Inc. plans to submit a Notice of Intent to the Iowa Department of Natural Resources to be covered under the NPDES General Permit #2, "Storm Water Discharge Associated with Industrial Activity for Construction Activities."

The storm water discharge will be from construction activity located in W1/2 NW1/4 Sec. 15 and E1/2 NE1/4 Sec. 16, T77N, R28W. Storm water will be discharged from five point sources and will be discharged to the following stream: Badger Creek.

Comments may be submitted to the Storm Water Discharge Coordinator, Iowa Department of Natural Resources, Environmental Protection Division, 502 E. 9th Street, Des Moines, IA 50319-0034. The public may review the Notice of Intent from 8 a.m. to 4:30 p.m., Monday through Friday, at the above address after it has been received by the department.

641-446-4512

PUBLIC NOTICE OF STORM WATER DISCHARGE
 Terra Kender, Inc. plans to submit a Notice of Intent to the Iowa Department of Natural Resources to be covered under the NPDES General Permit No. 2. Storm Water Discharge Associated With Industrial Activity For Construction Activities. The storm water discharge will be from construction activity located in: W1/2, NW 1/4, Sec. 15, & E1/2, NE1/4, Sec. 16; 177N, R26W, Madison County. Storm water will be discharged from 5 point sources and will be discharged to the following streams: Redger Creek. Comments may be submitted to the Storm Water Discharge Coordinator, Iowa Department of Natural Resources, Environmental Protection Division, Henry A Wallace Building, 502 E. 9th Street, Des Moines, IA 50319-0034. The public may review the Notice of Intent from 8 a.m. to 4:30 p.m., Monday through Friday, at the above address after it has been received by the department. r1248ws

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WANTED: 7x14 enclosed cargo trailer. Prefer dual axles and double door in back. Call after 6pm 515-834-2364. p1247wt

WANTED: Circuitteer cattle blower. 641-347-8898. p1248n

WANT TO BUY: Old fishing tackle including: wooden lures, older plastic lures, bait casting reels and accessories. Call 515-277-9264. r1253

WANTED: Murray, Iowa Centennial book. Call 641-337-5025 before 8:00 AM. p1247wt

WANTED

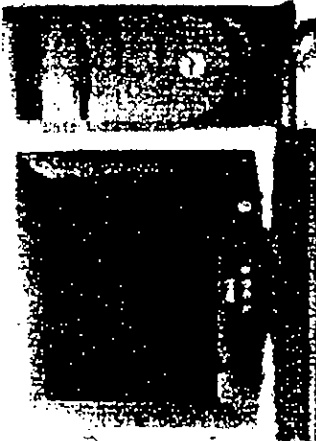
WANTED: German Shepherd dog/pup. Does not need to be registered. Prefer one that is lovable and good with small children, that likes indoors & outdoors, with a good disposition. Live on an acreage and will provide a loving environment. Please call 515-462-8029 or 515-360-0016. leave message. p1248wt

WANTED: Cast iron kettle, 29 in. plus the lip. Amos D. Ginterch. 43293 190th Ave., Chariton, IA 50049 p1248wt

WANTED: SIX BALE bumper hitch cart. 641-338-2286. p1247wt

WANTED: Bridge plank. 641-782-7398 or 641-782-8679. p1248wt

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