

✓
1

STATE OF IOWA,
MADISON COUNTY, SS

Inst. No. 3344 Filed for Record this 2 day of June 19 94 at 2:13 PM
Book 59 Page 318 Recording Fee \$ 101.00 Michelle Utsher, Recorder, By Betty M. Nibbs
Transfer \$5.00 Deputy

COMPUTER
RECORDED
COMPARED

**PLAT AND CERTIFICATE
FOR NELSON ACRES - PLAT 1
TO THE CITY OF WINTERSSET, MADISON COUNTY, IOWA**

FOR PLAT SEE
TOWN PLAT BOOK 2
PAGE 209

I, Randy Jeffs, Zoning Administrator of the City of Winterset, Iowa, do hereby certify that the plat to which this certificate is attached is a plat of a subdivision known and designated as Nelson Acres - Plat 1, and that the real estate comprising said Plat is described as follows:

A parcel of land in the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:

Commencing at the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), thence South 88°55'53" West along the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), 167.91 feet to the point of beginning; thence South 01°01'37" East 183.00 feet; thence South 88°55'53" West 219.70 feet; thence South 66°24'33" West 66.00 feet; thence South 21°35'27" East 50.04 feet; thence South 88°55'53" West 146.40 feet; thence South 01°04'07" East 240.00 feet; thence South 45°00'00" West 190.00 feet; thence North 47°10'56" West 249.59 feet; thence North 69°34'12" West 46.23 feet; thence North 14°34'15" East 66.35 feet; thence North 32°53'40" East 447.27 feet to the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1); thence North 88°55'53" East 502.48 feet to the point of beginning, containing 5.1443 acres, divided into Lots No. 1 through 6, Lot A which is Husky Drive extended, and Lot B which is a part of Ninth Street.

The East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., is assumed to bear North 00°55'36".

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:

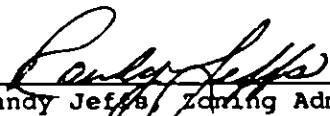
- 1) Dedication of Plat of Nelson Acres - Plat 1;
- 2) Attorney's opinion;
- 3) Certificate of County Treasurer of Madison County, Iowa;
- 4) Resolution of City Council of the City of Winterset approving said Plat; and
- 5) Deed of Restrictions.

THIS 2 DAY OF June 1994
AUDITORS FEE \$ 5.00
Joan Welch AUDITOR
Randy Jeffs DEPUTY AUDITOR

2

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

Dated this 2 day of June, 1994.



Randy Jeffa, Zoning Administrator
for the City of Winterset, Iowa

3 ✓

**DEDICATION OF PLAT
OF
NELSON ACRES - PLAT 1**

KNOW ALL MEN BY THESE PRESENT:

That we, Noel R. Nelson and Fizzeh S. Nelson, Husband and Wife; Katherine M. Wilkie, Single; Ward J. Wilkie, Jr., Single; Janette Kay Wilkie Thompson and Washington H. Thompson, Wife and Husband; Jeffree Allen Wilkie, Single; Lester John Wilkie, Single; and Jody Ann Wilkie Spina and Thomas R. Spina, Wife and Husband, do certify that we are the sole owners and proprietors of the following-described real estate:

A parcel of land in the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:

Commencing at the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), thence South 88°55'53" West along the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), 167.91 feet to the point of beginning; thence South 01°01'37" East 183.00 feet; thence South 88°55'53" West 219.70 feet; thence South 66°24'33" West 66.00 feet; thence South 21°35'27" East 50.04 feet; thence South 88°55'53" West 146.40 feet; thence South 01°04'07" East 240.00 feet; thence South 45°00'00" West 190.00 feet; thence North 47°10'56" West 249.59 feet; thence North 69°34'12" West 46.23 feet; thence North 14°34'15" East 66.35 feet; thence North 32°53'40" East 447.27 feet to the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1); thence North 88°55'53" East 502.48 feet to the point of beginning, containing 5.1443 acres, divided into Lots No. 1 through 6, Lot A which is Husky Drive extended, and Lot B which is a part of Ninth Street.

The East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., is assumed to bear North 00°55'36".

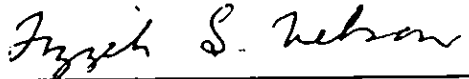
4

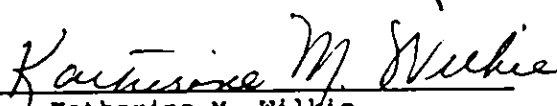
The undersigned hereby dedicate to the City of Winterset, Iowa, for street purposes, Lots A and B.

That the subdivision of the above-described real estate as shown by the final plat of Nelson Acres - Plat 1 is with the free consent and in accordance with the owners' desires as owners of said real estate.

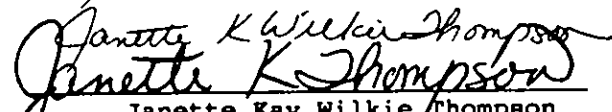
Dated this 30th day of March, 1994.

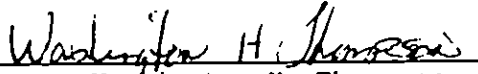

Noel R. Nelson


Fizzeh S. Nelson

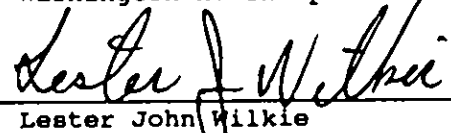

Katherine M. Wilkie

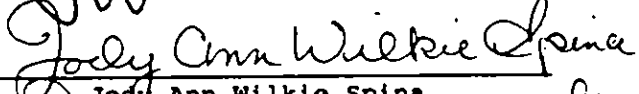
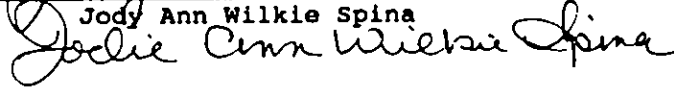

Ward J. Wilkie, Jr.



Janette Kay Wilkie Thompson


Washington H. Thompson


Jeffrey Allen Wilkie


Lester John Wilkie


Jody Ann Wilkie Spina

Jodie Ann Wilkie Spina


Thomas R. Spina

5

STATE OF Maryland :
:SS
COUNTY OF Montgomery :

On this 12th day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared NOEL R. NELSON and PIZZEH S. NELSON, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Charles J. Cavanaugh
Notary Public in and for said State
CHARLES J. CAVANAUGH
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 1, 1996



STATE OF Florida :
:SS
COUNTY OF Brevard :

On this 8 day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared KATHERINE M. WILKIE to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Claribel Gonzalez
Notary Public in and for said State

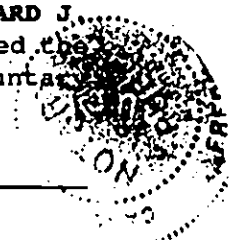


CLARIBEL GONZALEZ
MY COMMISSION # CC326722 EXPIRES
October 28, 1997
BONDED THRU TROY FAHN INSURANCE

STATE OF Montgomery :
:SS
COUNTY OF Maryland :

On this 4th day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared WARD J. WILKIE, JR., to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

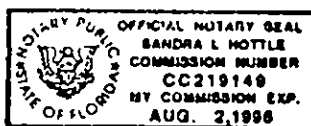
Carol J. Troutman
Notary Public in and for said State



STATE OF FLORIDA :
:SS
COUNTY OF BREVARD :

On this 8 day of APRIL, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared JANETTE KAY WILKIE THOMPSON and WASHINGTON H. THOMPSON to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Sandra L. Hottle
Notary Public in and for said State



1

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

I, Carita Kelleher, 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 certified taxes and no certified special assessments forming a lien against the following-described real estate, to-wit:

A parcel of land in the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:

Commencing at the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), thence South 88°55'53" West along the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), 167.91 feet to the point of beginning; thence South 01°01'37" East 183.00 feet; thence South 88°55'53" West 219.70 feet; thence South 66°24'33" West 66.00 feet; thence South 21°35'27" East 50.04 feet; thence South 88°55'53" West 146.40 feet; thence South 01°04'07" East 240.00 feet; thence South 45°00'00" West 190.00 feet; thence North 47°10'56" West 249.59 feet; thence North 69°34'12" West 46.23 feet; thence North 14°34'15" East 66.35 feet; thence North 32°53'40" East 447.27 feet to the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1); thence North 88°55'53" East 502.48 feet to the point of beginning, containing 5.1443 acres, divided into Lots No. 1 through 6, Lot A which is Husky Drive extended, and Lot B which is a part of Ninth Street.

The East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., is assumed to bear North 00°55'36".

Dated at Winterset, Iowa this 15 day of April, 1994.



Carita Kelleher, Treasurer of Madison County, Iowa

8 ✓

**RESOLUTION APPROVING FINAL PLAT
OF NELSON ACRES - PLAT 1
TO THE CITY OF WINTERSSET, MADISON COUNTY, IOWA**

WHEREAS, there was filed in the office of the Zoning Administrator of the City of Winterset a registered land surveyor's plat of a proposed subdivision known as Nelson Acres - Plat 1; and

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

A parcel of land in the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:

Commencing at the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), thence South 88°55'53" West along the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), 167.91 feet to the point of beginning; thence South 01°01'37" East 183.00 feet; thence South 88°55'53" West 219.70 feet; thence South 66°24'33" West 66.00 feet; thence South 21°35'27" East 50.04 feet; thence South 88°55'53" West 146.40 feet; thence South 01°04'07" East 240.00 feet; thence South 45°00'00" West 190.00 feet; thence North 47°10'56" West 249.59 feet; thence North 69°34'12" West 46.23 feet; thence North 14°34'15" East 66.35 feet; thence North 32°53'40" East 447.27 feet to the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1); thence North 88°55'53" East 502.48 feet to the point of beginning, containing 5.1443 acres, divided into Lots No. 1 through 6, Lot A which is Husky Drive extended, and Lot B which is a part of Ninth Street.

The East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., is assumed to bear North 00°55'36".

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, Noel R. Nelson and Fizzeh S. Nelson, Husband and Wife; Katherine M. Wilkie, Single; Ward J. Wilkie, Jr., Single; Janette Kay Wilkie Thompson and Washington H. Thompson, Wife and Husband; Jeffree Allen Wilkie, Single; Lester John Wilkie, Single; and Jody Ann Wilkie Spina and Thomas R. Spina, Wife and Husband; and

9

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 that the platted land is free from encumbrance, and certified statements from the Treasurer of Madison County, Iowa, that said platted land is free from taxes; and

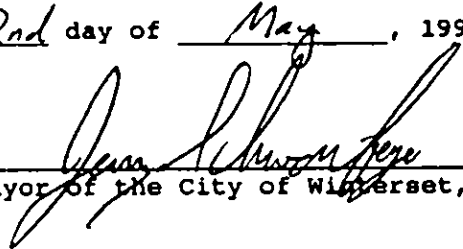
WHEREAS, the City Council of the City of Winterset, Iowa, finds that said plat conforms to the provisions of the Zoning Ordinance of the City of Winterset and that the plat, papers and documents presented therewith should be approved by the City Council, and that said plat, known as Nelson Acres - Plat 1, should be approved by the City Council of the City of Winterset, Iowa.

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

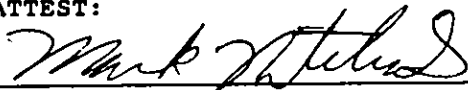
1) That said Plat, known as Nelson Acres - Plat 1, prepared in connection with said Plat and subdivision is hereby approved.

2) The Zoning Administrator of the City of Winterset, 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 2nd day of May, 1994.


 Mayor of the City of Winterset, Iowa

ATTEST:


 Clerk of the City of Winterset, Iowa

10

TITLE OPINION OF ATTORNEY AT LAW

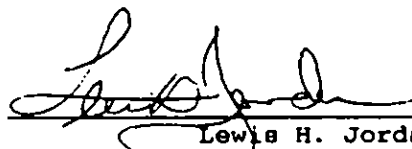
I, Lewis H. Jordan, do hereby state that I am an attorney at law practicing in Winterset, Madison County, Iowa; and, that I have examined an abstract of title to the following-described real estate:

A parcel of land in the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., City of Winterset, Madison County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), thence South 88°55'53" West along the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1) 167.91 feet to the Point of Beginning; thence South 01°01'37" East 183.00 feet; thence South 88°55'53" West 219.70 feet; thence South 68°24'33" West 66.00 feet; thence South 21°35'27" East 50.04 feet; thence South 88°55'53" West 146.40 feet; thence South 01°04'07" East 240.00 feet; thence South 45°00'00" West 190.00 feet; thence North 47°10'56" West 249.59 feet; thence North 69°34'12" West 46.23 feet; thence North 14°34'15" East 66.35 feet; thence North 32°53'40" East 447.27 feet to the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1); thence North 88°55'53" East 502.48 feet to the Point of Beginning, containing 5.1443 Acres; Divided into Lots No. 1 through 6, Lot A, which is Husky Drive extended, and Lot B which is a part of Ninth Street. The East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, is assumed to bear North 00°55'36" West.

I further state that the names of the proprietors of said Plat are: Noel R. Nelson and Pizzeh S. Nelson, Husband and Wife; Katherine M. Wilkie, Single; Ward J. Wilkie, Jr., Single; Janette Kay Wilkie Thompson and Washington H. Thompson, Wife and Husband; Jeffree Allen Wilkie, Single; Lester John Wilkie, Single; and Jody Ann Wilkie Spina and Thomas R. Spina, Wife and Husband.

I further state that there are no mortgages, liens or other encumbrances on the above-described land.

Dated this 29th day of April, 1994.


Lewis H. Jordan

11 ✓

22-12

DEED OF RESTRICTIONS

NELSON ACRES - PLAT 1 MADISON COUNTY, IOWA

We, Noel R. Nelson and Fizzeh S. Nelson, Husband and Wife; Katherine M. Wilkie, Single; Ward J. Wilkie, Jr., Single; Janette Kay Wilkie Thompson and Washington H. Thompson, Wife and Husband; Jeffree Allen Wilkie, Single; Lester John Wilkie, Single; and Jody Ann Wilkie Spina and Thomas R. Spina, Wife and Husband, are now the fee simple owners and record titleholders of the following-described real estate, to-wit:

A parcel of land in the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:

Commencing at the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), thence South 88°55'53" West along the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), 167.91 feet to the point of beginning; thence South 01°01'37" East 183.00 feet; thence South 88°55'53" West 219.70 feet; thence South 66°24'33" West 66.00 feet; thence South 21°35'27" East 50.04 feet; thence South 88°55'53" West 146.40 feet; thence South 01°04'07" East 240.00 feet; thence South 45°00'00" West 190.00 feet; thence North 47°10'56" West 249.59 feet; thence North 69°34'12" West 46.23 feet; thence North 14°34'15" East 66.35 feet; thence North 32°53'40" East 447.27 feet to the North line of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1); thence North 88°55'53" East 502.48 feet to the point of beginning, containing 5.1443 acres, divided into Lots No. 1 through 6, Lot A which is Husky Drive extended, and Lot B which is a part of Ninth Street.

The East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., is assumed to bear North 00°55'36".

which real estate is being platted at Nelson Acres - Plat 1, Madison County, Iowa.

12

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

1) All lots in said Plat shall be used only for single-family residential purposes. No structure shall be erected on any lot except the residential dwelling structure, which shall be at least 1500 square feet in area, a one- to three-car garage and certain accessory buildings provided that accessory buildings other than garages may not be erected in excess of 1000 square feet in area. No mobile homes, earth homes or modular homes shall be erected or placed on any of the lots in said Nelson Acres - Plat 1, except that a burm home shall be permitted. No hog confinement, nursery or finishing structure, cattle finishing structure, poultry laying or raising houses, dog kennels or horse stables shall be erected on any of the lots in said Nelson Acres - Plat 1.

2) 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.

3) No trailer, basements, 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.

4) 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.

5) 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.

13

6) These covenants are to run with the land, and shall be binding on all parties and persons claiming through or under them until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots, it is agreed to delete the said covenants in whole or in part. No new or additional covenants shall be added unless all of the owners of the lots in said Nelson Acres - Plat 1 agree in writing to any such additional covenants.

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

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

9) Perpetual easements for utility purposes are hereby granted to the City of Winterset, Iowa, Midwest Gas Company, U.S. West Communications, Inc. and their successors and assigns for the installation, operation, maintenance, and repair thereof as shown by the Engineer's Final Plat filed herewith.

10) 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 the 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

14

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.

11) With respect to exterior partition fences, it shall be the responsibility and obligation of each lot owner to maintain a lawful partition fence separating his lot from adjoining unplatted real estate.

12) The sanitary sewer service of Nelson Acres - Plat 1 does not have sufficient depth to serve Lots Five (5) and Six (6). The purchasers of said Lots will be required to install, at their expense, either a septic tank system or a private lift station to connect the sewage to the Winterset sanitary sewer system.

13) No animals shall be kept or maintained on any of the lots in Nelson Acres - Plat 1, except ordinary household pets.

Dated this 30 day of March, 1994.

Noel R. Nelson
Noel R. Nelson

Fizze S. Nelson
Fizze S. Nelson

Katherine M. Wilkie
Katherine M. Wilkie

Ward J. Wilkie, Jr.
Ward J. Wilkie, Jr.

Janette Kay Wilkie Thompson
Janette Kay Wilkie Thompson

Washington H. Thompson
Washington H. Thompson

Jeffrey Allen Wilkie
Jeffrey Allen Wilkie

Lester John Wilkie
Lester John Wilkie

Jody Ann Wilkie Spina
Jody Ann Wilkie Spina
Jodie Ann Wilkie Spina

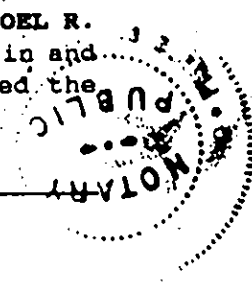
Thomas R. Spina
Thomas R. Spina

15

STATE OF Maryland :
:88
COUNTY OF Montgomery :

On this 12th day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared NOEL R. NELSON and PIZZEH S. NELSON, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Charles J. Cavanaugh
Notary Public in and for said State
CHARLES J. CAVANAUGH
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 1, 1996



STATE OF Florida :
:88
COUNTY OF Brevard :

On this 8 day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared KATHERINE M. WILKIE to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Claribel Gonzalez
Notary Public in and for said State

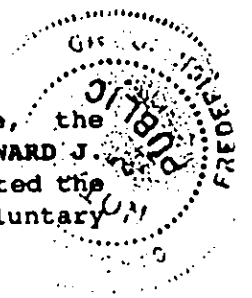


CLARIBEL GONZALEZ
MY COMMISSION # CC326722 EXPIRES
October 28, 1997
BONDED THRU TROY FAHN INSURANCE, INC.

STATE OF Maryland :
:88
COUNTY OF Montgomery :

On this 7th day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared WARD J. WILKIE, JR., to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

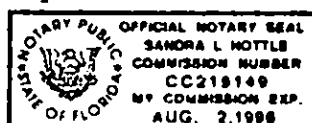
Carol S. Trautman
Notary Public in and for said State



STATE OF FLORIDA :
:88
COUNTY OF BREVARD :

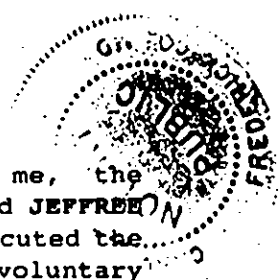
On this 8 day of APRIL, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared JANETTE KAY WILKIE THOMPSON and WASHINGTON H. THOMPSON to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Sandra L. Nottle
Notary Public in and for said State



16

STATE OF Maryland :
:SS
COUNTY OF Montgomery :



On this 7th day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared **JEFFREY ALLEN WILKIE** to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Carol S. Grotman
Notary Public in and for said State

STATE OF Maryland :
:SS
COUNTY OF Montgomery :



On this 7th day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared **LESTER JOHN WILKIE** to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Carol S. Grotman
Notary Public in and for said State

1
STATE OF Brevard :
:SS
COUNTY OF Florida :

On this 8 day of April, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared **JODY WILKIE SPINA** and **THOMAS R. SPINA** to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Claribel Gonzalez
Notary Public in and for said State



CLARIBEL GONZALEZ
MY COMMISSION # CC328722 EXPIRES
October 28, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

PERFORMANCE BOND

WHEREAS, Section 4.1006 of the Winterset City Code of 1992 requires the subdivider to install and construct all improvements required by Chapter 10 of Title IV of the City Code of 1992 in accordance with the specifications and under the supervision of the City and to the City's satisfaction.

WHEREAS, Section 4.1006 of the Winterset City Code of 1992 further requires the subdivider to warrant the design, material and workmanship of such improvements and their installation and/or construction for a period of four (4) years from and after its acceptance by the City of Winterset, Iowa.

WHEREAS, Section 4.1006 of the Winterset City Code of 1992 requires that the subdivider either install the improvements or post a Performance Bond at the time of the acceptance of the final plat to a subdivision.

WHEREAS, in the event the subdivider posts a Performance Bond with the City prior to final acceptance of the plat, this Performance Bond shall guarantee that the improvements not completed will be constructed within an approved period of time from final acceptance of the plat.

WHEREAS, the parties agree that the improvements to be installed within the subdivision plat known as Nelson Acres - Plat 1 to the City of Winterset, Iowa, includes approximately 181 feet of paving with associated storm sewer and subgrade drains, plus water mains and sanitary sewer mains and related accessory structures.

WHEREAS, the parties agree the estimated current construction cost of these improvements shall be in the sum of \$ 11,000^{00/100}

WHEREAS, the parties agree that the Performance Bond to cover future cost increases and contingencies shall be in the sum of \$11,000.00.

WHEREAS, the subdivider and City have agreed that these improvements shall be installed within one (1) year from the date of the final acceptance of the Plat by the City of Winterset, Iowa.

WHEREAS, the subdivider does not wish to post a corporate surety Performance Bond with the City.

WHEREAS, the subdivider proposes to post as a Performance Bond with the City of Winterset an irrevocable letter of credit drawn on the Farmers & Merchants State Bank of Winterset, Iowa, in the sum of \$11,000.00 which letter of credit is made a part of this instrument and incorporated herein by this reference.

18

NOW THEREFORE, IT IS HEREBY DECLARED that Noel R. Nelson, hereinafter called the Principal, and the Farmers & Merchants State Bank of Winterset, Iowa, hereinafter called the Surety, are held and firmly bound onto the City of Winterset, hereinafter called City, in the penal sum of \$11,000.00 in lawful money of the United States for the payment of which sum to be made, the Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly to the conditions of this Performance Bond as set forth in Chapter 10 of Title IV of the Winterset City Code of 1992 and in this instrument.

The condition of this obligation is that the Principal has made and entered into an obligation as the subdivider to install and construct the improvements required by Chapter 10 of Title IV of the Winterset City Code of 1992 and as provided by the final plat of the subdivision submitted to the City of Winterset.

NOW THEREFORE, if the Principal shall well and truly perform these duties, all the undertakings, covenants, terms, conditions, and agreements required of the subdivider under Chapter 10 of Title IV of the City Code of 1992 during the term specified therein, and any extensions thereof which may be granted by the City, with or without notice to the Surety and during the four (4) year guarantee and maintenance period, and if the Principal shall satisfy all claims and demands incurred under such obligations and shall fully indemnify and save harmless the City from all costs and damages which the City may suffer by reason of the failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed on this 27th day of May, 1994, at Winterset, Iowa.

By Noel R. Nelson
Noel R. Nelson

By [Signature]
Farmers & Merchants State Bank

14



Farmers & Merchants State Bank

101 WEST JEFFERSON • P.O. BOX 29
WINTERSSET, IOWA 50273-0029



PHONE 515-462-4242
FAX 515-462-4246

May 2, 1994

City of Winterset
101 E. Jefferson
Winterset, IA 50273

RE: Letter of Credit for Noel and Fizzeh Nelson

To the City of Winterset:

We hereby establish our Irrevocable Letter of Credit in your favor, which is available by your Drafts at Sight, for full or partial value, on Farmers and Merchants State Bank for a sum or sums not exceeding a total of \$11,000.00 (Eleven Thousand U.S. dollars, total cumulative) for the account of Noel R. Nelson and Fizzeh S. Nelson, 11204 Spurwheel Lane, Potomac, Maryland 20854, accompanied by:

- 1. The reason for said draft.

Drafts drawn hereunder must state they are being drawn under Letter of Credit of Farmers and Merchants State Bank dated May 2, 1994.

We engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented during the regular business hours at our main office located at 101 W. Jefferson, Winterset, Iowa, before 2:00 P.M. on May 2, 1995.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credit, I.C.C., as revised.

Sincerely,

Phillip J. Clifton
Consumer Loan Officer

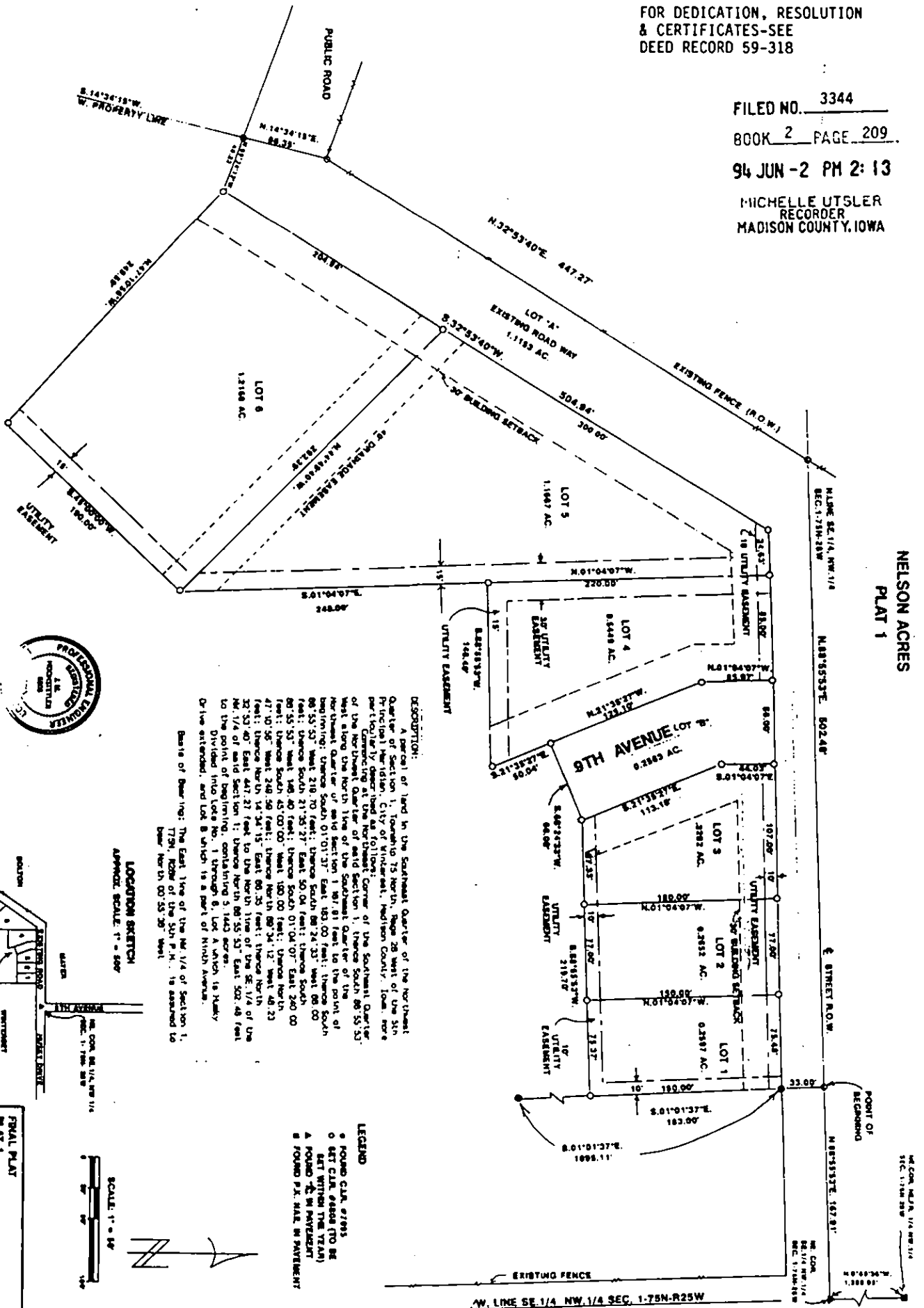


Motor Bank
Phone 515-462-1110

FOR DEDICATION, RESOLUTION
& CERTIFICATES-SEE
DEED RECORD 59-318

FILED NO. 3344
BOOK 2 PAGE 209
94 JUN -2 PM 2:13
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

NELSON ACRES
PLAT 1



DESCRIPTION:
A parcel of land in the Southeast Quarter of the Northeast Quarter of Section 1, Township 75 North, Range 26 West of the 5th Principal Meridian, City of Winfield, Madison County, Iowa, more particularly described as follows: The Northeast Corner of the Southeast Quarter of the Northeast Quarter of said Section 1; thence South 88°55'33" West along the North line of said Section 1, 187.81 feet to the point of beginning; thence South 01°01'37" East 183.00 feet; thence South 88°55'33" West 218.70 feet; thence South 88°24'33" West 80.00 feet; thence South 21°35'27" East 50.04 feet; thence South 88°55'33" West 148.40 feet; thence South 01°04'07" East 240.00 feet; thence South 45°00'00" West 100.00 feet; thence North 47°10'35" West 248.58 feet; thence North 80°34'12" West 48.23 feet; thence North 14°34'15" East 80.25 feet; thence North 32°53'40" East 417.27 feet to the North line of the SE 1/4 of the NW 1/4 of said Section 1; thence North 88°55'33" East 502.48 feet to the point of beginning, containing 5.1443 acres. Divided into Lots No. 1 through 6, Lot A which is a utility easement, and Lot B which is a part of Ninth Avenue.

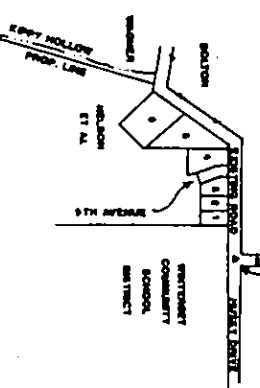
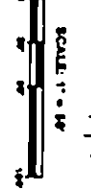
Base of Bearing: The East line of the NE 1/4 of Section 1, T75N, R26W of the 5th P.M., is assumed to bear North 00°55'35" West.

LOCATION SKETCH
APPROPRIATE SCALE: 1" = 500'



I HEREBY CERTIFY THAT THIS PLAT, SPECIFICATION, PLAN, MAP, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA BY REGISTRATION NUMBER 153 EXPIRES Dec. 31, 1953
A. M. HOCHSTETLER
DATE 5/14/54
IOWA REG. NO. 6208

LEGEND
○ FOUND C.G.M. STAKES
○ SET C.G.M. STAKES (TO BE SET WITHIN THE YEAR)
▲ FOUND 1/4" IN PAYMENT
■ FOUND P.L. MARK IN PAYMENT



FRAL PLAT PLAT 1 NELSON ACRES
OWNER MOEL NELSON, ET AL 11204 SPUR WHEEL LAKE POTOMAC, MARYLAND 20854
VANCE & HOCHSTETLER, P.C. CONSULTING ENGINEERS 71 JEFFERSON STREET WINFIELD, IOWA 50373