



Document 2012 2665

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Rec Amt \$142.00 Aud Amt \$5.00

INDX

ANNO

SCAN

LISA SMITH, COUNTY RECORDER

MADISON COUNTY IOWA

CHEK

Prepared by: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036

Return to: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036

**PLAT AND CERTIFICATE FOR
NORTH STONE VILLAGE PLAT NO.3**

CITY OF WINTERSET, MADISON COUNTY, IOWA

I, Robert Hendricks, Zoning Administrator at the City of Winterset, Madison County, Iowa, do hereby certify that the plat to which this certificate is attached is a plat of a subdivision known as North Stone Village Plat No.3 and that the real estate comprising said plat is described as follows:

A division of Lot 1, North Stone Village Plat No. 2 in the Southwest Quarter of the Southeast Quarter of Section 25, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, and more particularly described as follows:

Commencing at the Northwest Corner of said Lot 1;

Thence South 89°09'41" East (Record Bearing), 634.73 feet along the North Line of said Lot 1 to the Northeast Corner of said Lot 1;

Thence South 01°17'11" West, 149.99 feet;

Thence South 00°08'28" West, 246.18 feet, both along the East Lines of said Lot 1 to the Southeast Corner of said Lot 1;

Thence North 89°27'41" West, 631.04 feet along the South Line of said Lot 1 to the Southwest Corner of said Lot 1;

Thence North 00°02'51" East, 399.49 feet along the West Line of said Lot 1 to the Point of Beginning;


Containing 5.771 Acres, subject to easements of record.

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

1. Attorney's Opinion;
2. Dedication of Plat;
3. Certificate from County Treasurer;
4. Approval by Zoning Administrator;
5. Groundwater Hazard Statement;
6. Declaration of Covenants, Conditions and Restrictions;
7. Consent of County Auditor to subdivision name;
8. Easement Agreement for Access and Utilities.

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

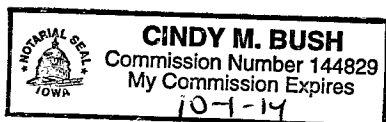
Dated September 10TH, 2012



Robert Hendricks, Zoning Administrator
City of Winterset, Madison County Iowa

STATE OF IOWA, COUNTY OF MADISON: ss.

Subscribed and sworn to before me this 10th day of September, 2012 by Robert Hendricks, Zoning Administrator of the City of Winterset.



Notary Public

Prepared by: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036
Return to: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036

ATTORNEY'S OPINION FOR FINAL PLAT
FAREWAY STORES ADDITION

I, Kirke C. Quinn, an Attorney at Law, located at 724 Story St., Ste. 701, Boone, IA 50036, licensed to practice law in the State of Iowa, state that I have examined the abstract of title which is in one parcel last certified by Madison County Abstract Company to August 15, 2012, at 8:00 a.m. Said abstract of title purporting to show the chain of title to the following described real estate which is the real property contained in the final plat, Fareway Stores Addition:

A division of Lot 1, North Stone Village Plat No. 2 in the Southwest Quarter of the Southeast Quarter of Section 25, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, and more particularly described as follows:

Commencing at the Northwest Corner of said Lot 1;

Thence South 89°09'41" East (Record Bearing), 634.73 feet along the North Line of said Lot 1 to the Northeast Corner of said Lot 1;

Thence South 01°17'11" West, 149.99 feet;

Thence South 00°08'28" West, 246.18 feet, both along the East Lines of said Lot 1 to the Southeast Corner of said Lot 1;

Thence North 89°27'41" West, 631.04 feet along the South Line of said Lot 1 to the Southwest Corner of said Lot 1;

Thence North 00°02'51" East, 399.49 feet along the West Line of said Lot 1 to the Point of Beginning;

Containing 5.771 Acres, subject to easements of record.

In my legal opinion merchantable title to the above described property is in the name of Fareway Stores, Inc., free and clear of all liens and encumbrances save and except the real estate taxes for the fiscal year beginning July 1, 2012 in the amount of \$7,090.



Kirke C. Quinn

Prepared by: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036
Return to: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036

DEDICATION OF PLAT
NORTH STONE VILLAGE PLAT NO.3

Know all men by these presence:

Fareway Stores, Inc., an Iowa Corporation hereby states that it is the sole owner and proprietor of the following described real estate which constitutes North Stone Village Plat No.3:

A division of Lot 1, North Stone Village Plat No. 2 in the Southwest Quarter of the Southeast Quarter of Section 25, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, and more particularly described as follows:

Commencing at the Northwest Corner of said Lot 1;

Thence South 89°09'41" East (Record Bearing), 634.73 feet along the North Line of said Lot 1 to the Northeast Corner of said Lot 1;

Thence South 01°17'11" West, 149.99 feet;

Thence South 00°08'28" West, 246.18 feet, both along the East Lines of said Lot 1 to the Southeast Corner of said Lot 1;

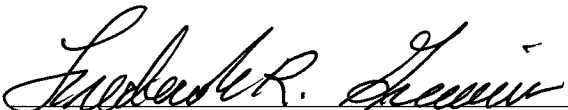
Thence North 89°27'41" West, 631.04 feet along the South Line of said Lot 1 to the Southwest Corner of said Lot 1;

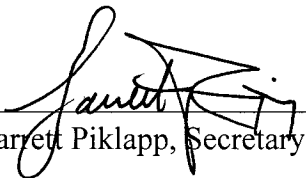
Thence North 00°02'51" East, 399.49 feet along the West Line of said Lot 1 to the Point of Beginning;

Containing 5.771 Acres, subject to easements of record.

That the subdivision of the above-described real estate as shown by the final plat of North Stone Village Plat No.3 is with the free consent and in accordance with the owner's desire as owner of said real estate.

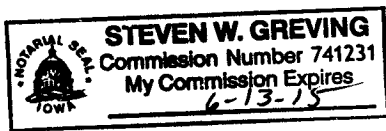
Dated ~~August~~ ^{September} 6th, 2012.


Frederick R. Greiner, President


Garrett Piklapp, Secretary

STATE OF IOWA, COUNTY OF BOONE: ss.

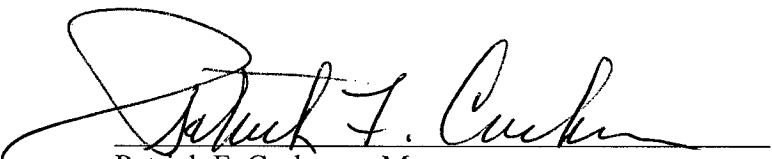
Subscribed and sworn to before me this 6th day of ~~August~~ ^{September}, 2012, by Frederick R. Greiner as President and Garrett Piklapp as Secretary of Fareway Stores, Inc.




Notary Public

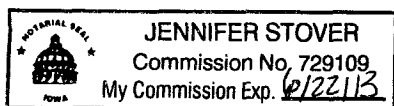
CONSENT OF CORKREAN PROPERTIES, L.L.C., AN IOWA LIMITED LIABILITY COMPANY

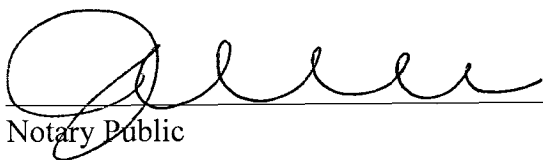
Corkrean Properties, L.L.C., an Iowa Limited Liability Company hereby consents to the platting and subdivision of North Stone Village Plat No.3.


Patrick F. Corkrean, Manager

STATE OF IOWA, COUNTY OF MADISON: ss.

Subscribed and sworn to before me this 30 day of August, 2012, by Patrick F. Corkrean as Manager of Corkrean Properties, L.L.C.




Notary Public

Prepared by: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036
Return to: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036

CERTIFICATE OF COUNTY TREASURER OF MADISON COUNTY, IOWA

IN RE: NORTH STONE VILLAGE PLAT NO.3

The undersigned, as the duly elected and qualified Treasurer of Madison County, Iowa, states that she has examined the records in her office; and that there are no unpaid taxes forming a lien against the following described real estate, to-wit:

A division of Lot 1, North Stone Village Plat No. 2 in the Southwest Quarter of the Southeast Quarter of Section 25, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, and more particularly described as follows:

Commencing at the Northwest Corner of said Lot 1;

Thence South 89°09'41" East (Record Bearing), 634.73 feet along the North Line of said Lot 1 to the Northeast Corner of said Lot 1;

Thence South 01°17'11" West, 149.99 feet;


Thence South 00°08'28" West, 246.18 feet, both along the East Lines of said Lot 1 to the Southeast Corner of said Lot 1;

Thence North 89°27'41" West, 631.04 feet along the South Line of said Lot 1 to the Southwest Corner of said Lot 1;

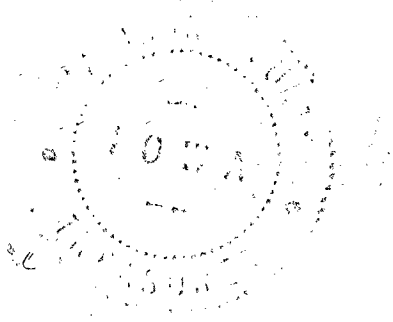
Thence North 00°02'51" East, 399.49 feet along the West Line of said Lot 1 to the Point of Beginning;

Containing 5.771 Acres, subject to easements of record.

Dated August 30th, 2012.



G. JoAnn Collins,
Treasurer of Madison County, Iowa



Prepared by: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036
Return to: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036

**APPROVAL BY ZONING ADMINISTRATOR OF FINAL PLAT
IN RE: NORTH STONE VILLAGE PLAT NO.3**

WHEREAS, there was filed in the office of the City Administrator of the City of Winterset, Madison County, Iowa, a registered land surveyor's plat of a proposed subdivision known as North Stone Village Plat No.3, an addition to the City of Winterset, Madison County, Iowa; and

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

A division of Lot 1, North Stone Village Plat No. 2 in the Southwest Quarter of the Southeast Quarter of Section 25, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, and more particularly described as follows:

Commencing at the Northwest Corner of said Lot 1;

Thence South 89°09'41" East (Record Bearing), 634.73 feet along the North Line of said Lot 1 to the Northeast Corner of said Lot 1;

Thence South 01°17'11" West, 149.99 feet;

Thence South 00°08'28" West, 246.18 feet, both along the East Lines of said Lot 1 to the Southeast Corner of said Lot 1;

Thence North 89°27'41" West, 631.04 feet along the South Line of said Lot 1 to the Southwest Corner of said Lot 1;

Thence North 00°02'51" East, 399.49 feet along the West Line of said Lot 1 to the Point of Beginning;

Containing 5.771 Acres, subject to easements of record.

WHEREAS, there was also filed with said plat a dedication of said plat containing a statement to the effect that the subdivision as it appears on the plat is with the free consent and in accordance with the desire of the proprietor, Fareway Stores, Inc., and

WHEREAS said plat was accompanied by an opinion from an attorney at law showing that title is in fee simple and that said platted land is free from encumbrance; and also filed is a certified statement from the Treasurer of Madison County, Iowa that said platted land is free from taxes; and

WHEREAS the Zoning Administrator of the City of Winterset, Madison County, Iowa finds that said plat conforms to the provisions of the ordinances of the City of Winterset, Madison County, Iowa and that the plat, and documents presented should be approved by the Zoning Administrator.

NOW THEREFORE:

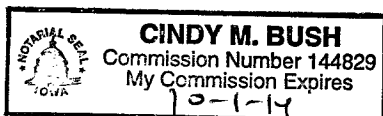
Said plat known as North Stone Village Plat No.3 to the City of Winterset, Madison County, Iowa, and all documents and papers prepared in connection with said plat and subdivision is hereby approved.

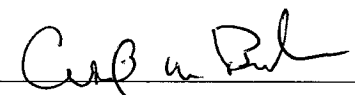
Dated ~~August~~ ^{SEPT.} 10TH, 2012.


Robert D. Hendricks, Zoning Administrator

STATE OF IOWA OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 10th day of ~~August~~ ^{Sept}, 2012, by Robert D. Hendricks.




Notary Public in and for State of Iowa

Prepare by: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036

Return to: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036

AMENDED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR NORTH STONE VILLAGE PLAT NO. 3

This Amended Declaration of Covenants, Conditions, Restrictions and Easements for North Stone Village Plat No. 3 ("Amended ECR") is hereby made and entered into as of this 18th day of July, 2012, by Fareway Stores, Inc., an Iowa Corporation ("Declarant"). The Declarant states as follows:

PRELIMINARY STATEMENT

This Amended ECR affects the use and enjoyment of North Stone Village Plat No. 3 which was formally known as Lot 1 North Stone Village Plat No. 2 as shown by the Plat recorded as Document No. 2010 3119 in the office of the County Recorder of Madison County, Iowa, on December 8, 2010.

That North Stone Village – Plat No. 2 was previously a portion of North Stone Village Plat No. 1. North Stone Village Plat No. 1 was filed as a subdivision Plat as Document No. 2008 2295 on July 22, 2008 in the office of the Recorder of Madison County, Iowa.

Declaration of Covenants, Conditions and Restrictions for North Stone Village Plat No. 1 were filed with the platting procedure on July 22, 2008 and said Declaration of Covenants, Conditions and Restrictions for North Stone Village Plat No. 1 were amended by the Declarant as part of the plat and dedication of North Stone Village Plat No. 2 filed December 8, 2010.

ARTICLE X Section 10.20 of the Declaration of Covenants, Conditions and Restrictions for North Stone Village, Plat No. 1 provides for termination and modification of Declaration of Covenants, Conditions and Restrictions. In part, Section 10.20 provides that any provision, covenant or restriction may be a terminated, extended, modified or amended with the written consent of the Owners of Seventy-five percent (75%) of the area in the Plat, based on the number

of square feet of the land owned as compared to the total number of square feet of land in the Plat. The original Declarant, Corkrean Properties L.L.C., an Iowa Limited Liability Company by execution of this document hereby consents to said Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of North Stone Village Plat No. 3 contained herein.

Fareway Stores, Inc., ("Fareway") hereby desires to make additional modifications and said modifications are hereby consented to by the original Declarant, Corkrean Properties, L.L.C. Said Declaration of Covenants, Conditions and Restrictions for North Stone Village Plat No. 2 which were filed as Document No. 2010 3119 on December 8, 2010, are hereby released as it would respect Lot 2, North Stone Village Plat No. 3.

ARTICLE VI

SITE GRADING, SEWER, DRAINAGE AND EASEMENTS

The following additions are made to Article VI as it concerns North Stone Village Plat No. 3 only:

Section 6.50: Ingress/Egress Easement Across Lot 2 of North Stone Village Plat No. 3. There shall be an ingress/egress easement 29 feet in width over and across Lot 2 North Stone Village Plat No. 3 together with a four foot gravel shoulder way on the south side of said ingress/egress easement. The exact location is shown on the final plat of North Stone Village Plat No. 3. Said ingress/egress easement is upon the following terms and conditions:

- a) The ingress/egress easement shall benefit Lot 1 of North Stone Village Plat No. 3 as the benefited property. The easement ingress/egress easement shall be perpetual in nature. It shall run with the land and bind the heirs, successors and assigns of each Lot 1 and Lot 2 of North Stone Village Plat No. 3 except an easement agreement will be placed of record.

Section 6.60: Utility Easement and Storm Sewer Easement Area. There shall be a Public Utility Easement area and storm sewer easement area over the South 64 feet of Lot 2 as shown on the final plat of North Stone Village Plat No. 3. Private storm sewer of Fareway may be installed over, under and across said easement area and shall be maintained by Fareway, its successors and assigns. Said easement area shall also be used for the installation of public utilities over, across and under said easement area, the South 64 feet of Lot 2, North Stone Village Plat No. 3. No structure nor paving shall be installed on said easement area. Public utility easements are to benefit both Lots 1 and 2 of North Stone Village Plat No. 3.

ARTICLE III

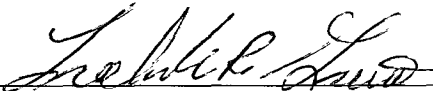
GENERAL SITE STANDARDS

Article III of Declaration of Covenants, Conditions and Restrictions for North Stone Village, Plat 1, Section 3.20 is amended to read as follows:

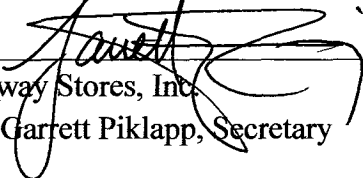
Section 3.20: Setbacks. Setbacks shall be provided on the final plat of North Stone Village Plat 1, 2 and North Stone Village Plat No. 3. In addition there shall be no structure erected south of the ingress/egress easement on Lot 2 North Stone Village Plat No. 3. Further setback requirement is of 10 feet on the North side of the ingress/egress easement drive upon which no structure can be built on Lot 2, North Stone Village Plat No. 3.

In all other respects, the Declaration of Covenants, Conditions and Restrictions of North Stone Village, Plat 1 and the Declaration of Covenants, Conditions and Restrictions for North Stone Village, Plat 2, except as modified above, are hereby incorporated by this reference and shall be covenant, conditions and restrictions of North Stone Village Plat No. 3 as so modified.

7/16/12
Date

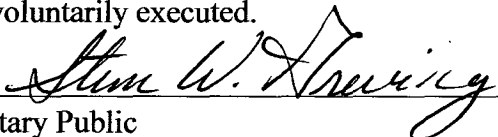

Fareway Stores, Inc.

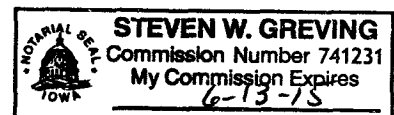
By: Frederick R. Greiner, President & COO


Fareway Stores, Inc.
By: Garrett Piklapp, Secretary

STATE OF IOWA, BOONE COUNTY, ss:

On this 16TH day of JULY, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Frederick R. Greiner and Garrett Piklapp to me personally known, who being by me duly sworn, did say that Frederick R. Greiner is the President and COO and Garrett Piklapp is the Secretary, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said President and COO as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.


Notary Public



CONSENT


The Original Declarant's Consent

The undersigned, Corkrean Properties, L.L.C. hereby as the original declarant consents to the modifications and amendments made hereto.


Patrick F. Corkrean, Manager

STATE OF IOWA, MADISON COUNTY, ss:

This instrument was acknowledged before me on this 18 day of July, 2012 by Patrick F. Corkrean as Manager of Corkrean Properties, L.L.C.


Notary Public



Prepared by: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036
Return to: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036

**STATEMENT OF MADISON COUNTY AUDITOR RELATIVE TO APPROVAL OF
NAME OF NORTH STONE VILLAGE PLAT NO.3**

Pursuant to Section 354.11 of the Iowa Code the undersigned, as auditor of Madison County, Iowa, and pursuant to the provisions of Section 354.11(1) (e) state that I have approved the name of North Stone Village Plat No.3 as it reflects the following described real estate:

A division of Lot 1, North Stone Village Plat No. 2 in the Southwest Quarter of the Southeast Quarter of Section 25, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, and more particularly described as follows:

Commencing at the Northwest Corner of said Lot 1;

Thence South 89°09'41" East (Record Bearing), 634.73 feet along the North Line of said Lot 1 to the Northeast Corner of said Lot 1;

Thence South 01°17'11" West, 149.99 feet;

Thence South 00°08'28" West, 246.18 feet, both along the East Lines of said Lot 1 to the Southeast Corner of said Lot 1;

Thence North 89°27'41" West, 631.04 feet along the South Line of said Lot 1 to the Southwest Corner of said Lot 1;

Thence North 00°02'51" East, 399.49 feet along the West Line of said Lot 1 to the Point of Beginning;

Containing 5.771 Acres, subject to easements of record.

Dated August 30th, 2012.

Joan Welch by Tai Belgarde, Deputy
Joan Welch
Madison County Auditor

Prepared by: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036
Return to: Kirke C. Quinn, 724 Story St., Ste. 701, Boone, IA 50036

EASEMENT AGREEMENT FOR ACCESS AND UTILITIES

This Agreement is entered into by and between Fareway Stores, Inc., with its principal place of business at 2300 East 8th St., Boone, IA 50036-0070 (“Fareway”) and Union State Bank with its principal place of business at 201 West Court Ave., Winterset, Iowa 50273 (“USB”).

Now, these parties hereby agree as follows:

1. Fareway owns Lot 1 of North Stone Village Plat No. 3, a division of Lot 1 North Stone Village – Plat No. 2 situated within the Southwest Quarter of the Southeast Quarter, Section 25, Township 76 North, Range 28 West of the 5th P.M., Winterset, Madison County, Iowa.
2. USB owns Lot 2 of North Stone Village Plat No. 3, a division of Lot 1 North Stone Village – Plat No. 2 situated within the Southwest Quarter of the Southeast Quarter, Section 25, Township 76 North, Range 28 West of the 5th P.M., Winterset, Madison County, Iowa.

3. That an Access Easement Area is shown on Lot 2 North Stone Village Plat No. 3.

USB grants to Fareway its heirs, successors and assigns said Access Easement Area over and across Lot 2 as shown on the plat of North Stone Village Plat No. 3. The Access Easement Area is for ingress and egress both vehicular and pedestrian purposes. The easement is non-exclusive as USB is the owner of Lot 2 will also use Access Easement Area for ingress and egress.

4. The exact legal description metes and bounds description of the Access Easement Area is:

A strip of land for Access Easement purposes being 29 feet in width and located in Lot 2 of North Stone Village Plat No. 3, A Division of Lot 1 of North Stone Village – Plat No. 2 in the Southwest Quarter of the Southeast Quarter of Section 25, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, and more particularly described as follows: The North 29 feet of the South 93 of said Lot 2.

5. The exact Utility Easement Area legal description metes and bounds is as follows:

A strip of land for Access Easement purposes being 64 feet in width and located in Lot 2 of North Stone Village Plat No. 3, A Division of Lot 1 of North Stone Village – Plat No. 2 in the Southwest Quarter of the Southeast Quarter of Section 25, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, and more particularly described as follows: The South 64 feet of said Lot 2.

6. The Access Easement Area shall be for ingress and egress for vehicular and pedestrian traffic to serve both Lots 1 and 2 of North Stone Village Plat No. 3. It shall be for the use of the owner of each lot, the licensees and invitees of the owners of each lot. Said access agreement and easement to run with the land and to bind each parties' heirs, successors and assigns. This agreement is perpetual in nature.

The parties further agree as it concerns the Access Easement Area as follows:

- a. Fareway shall pave the Access Easement Area with Portland Concrete at its expense.
- b. At Fareway's expense it shall also install a 4 foot gravel shoulder on the south side of the paved area.
- c. Fareway will install lights to illuminate said Access Easement Area at its cost.
- d. Said Access Easement Area shall not be obstructed in any fashion including but not limited to the parking of vehicles, or the placement of any temporary or permanent structure.
- e. No structure at any time shall be built on the south side of the Access Easement Area. In addition, no building structure permanent or temporary shall be placed within ²⁵~~10~~ feet of the North boundary of the Access Easement Area. *AP PRO XXC*
- f. Fareway will maintain, at its cost, the Access Easement Area until USB or its successors or assigns occupies Lot 2. "Occupies" shall be defined as the commencement of construction of any building upon Lot 2.
- g. Upon USB's or its successors occupancy of Lot 2, USB shall then maintain the Access Easement Area including the removal of snow and treatment of any accumulation of ice. It shall also repair the Access Easement Area. Cost of said snow removal, ice treatment and repair of the Access Easement Area shall be born proportionately by the owner of Lot 1 and Lot 2. The owner of Lot 2 shall bear 37% of said cost and the owner of Lot 1 shall bear 63% of said cost.
- h. In respect to said costs the owner of Lot 2 shall at quarterly intervals submit to the owner of Lot 1 an itemized list of expenses incurred for maintenance and repair and the owner of Lot 1 shall remit to the owner of Lot 2 its proportionate share of

said expenses within 15 days of receipt of the itemized expense report. In the event that the owner of Lot 2 fails to maintain or repair the Access Easement Area then the owner of Lot 1 may enter upon said Access Easement Area for the purpose of maintenance and repair and consequently submit an itemized statement to the owner of Lot 2 on at least a quarterly basis. The owner of Lot 2 shall then remit to the owner of Lot 1 37% of said expenses within 15 days thereof. Any dispute arising as it concerns maintenance and repair of the Access Easement Area or the cost thereof, between the owners of Lot 1 and Lot 2 shall be resolved by arbitration. Each party shall select an arbiter and these two selected arbiters shall select the single arbiter to hear the matter. The decision of the single arbiter shall be binding upon the owners of Lots 1 and 2 and each party agrees that the arbiter's decision will constitute a judgment and that each party further waives right of appeal to any court from said arbiter's decision.

- i. Following occupancy as defined above the owner of Lot 2 will have responsibility to indemnify and hold harmless the owner of Lot 1 as hereinafter described. The owner of Lot 2 will indemnify and hold harmless the owner of Lot 1 relative to any claims presented by third parties for personal injury or property damage wherein the third party claims to have suffered damages as a result of an improperly maintained access area.
- j. That at the time the owner of Lot 2 occupies Lot 2 the lighting fixtures installed by the owner of Lot 1 shall be turned over to the owner of Lot 2 to maintain and to electrify said lighting equipment. The maintenance of the lighting fixtures and the electrical charges shall be the sole cost of the owner of Lot 2. The number of

said lights shall not at any time be reduced in a number nor reduction of lighting capacity by the owner of Lot 2. Said lights shall operate from dusk till dawn each day.

7. The parties further agree as follows as it would respect the Utility Easement Area as shown on the final plat referred to above. USB grants the non-exclusive Utility Easement Area over, under and across the Utility Easement Area to Fareway, its heirs, successors and assigns as defined herein and as shown on the Final Plat of North Stone Village Plat No. 3. The Utility Easement Area defined by the Utility Easement Area shall be perpetual in nature and shall run with the land, shall bind each parties' heirs, successors and assigns. The parties agree relative to the Utility Easement Area that its exact metes and bounds description is as follows:

A strip of land for Access Easement purposes being 64 feet in width and located in Lot 2 of North Stone Village Plat No. 3, A Division of Lot 1 of North Stone Village – Plat No. 2 in the Southwest Quarter of the Southeast Quarter of Section 25, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, and more particularly described as follows: The South 64 feet of said Lot 2, subject to other easements of record.

8. That these parties further agree that the Utility Easement Area shall be governed by the following provisions:
 - a. That there shall be no structure, temporary or permanent built upon said Utility Easement Area at any time. No parking shall be allowed on the Utility Easement Area.
 - b. The Utility Easement Area shall be for all public and private utility installation for the benefit of Lot 1 and Lot 2 and any other area that has an easement or storm water drainage or for the use of public utilities.

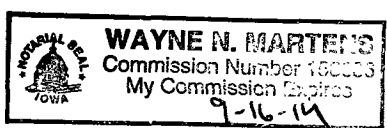
- c. That attached and by reference made a part hereof is a site plan prepared by TeKippe Engineering, P.C. It is made a part hereof and by reference as it reflects the location of storm sewer, sanitary sewer and water main locations.
 - d. In respect to the storm sewer within the Utility Easement Area, each party shall bear the cost of maintenance of the storm sewer that is not paid for by public monies on the proportionate basis of the lot size of Lot 1 and Lot 2 as set forth above. Any expense for maintenance of the water main and sanitary sewer line as shown in the Access Easement Area which is not paid for by public monies shall also be shared by the parties in the proportionate manner as set forth above.
 - e. Any additional private utilities may be installed within the Utility Easement Area beneficial to either owners of Lot 1 and Lot 2 and any additional utilities installed in the Utility Easement Area shall be maintained at the cost of the owner installing said utility within said Utility Easement Area.
 - f. The surface maintenance relative to seeding and mowing of the Utility Easement area shall be solely borne by the owner of Lot 2.
 - g. Any disagreement arising relative to the Utility Easement Area between the owners of Lot 1 and Lot 2 shall be resolved by arbitration as set forth above.
9. That the above constitutes the agreement between the owners of Lot 1 and Lot 2. Any previous oral representation by either party signing this agreement does not survive as this is the sole agreement between the parties as expressed herein.

Dated 7-23-12.

Jeffrey J. Nolan Pres/CEO
Jeffrey J. Nolan, President and CEO
Union State Bank

STATE OF IOWA, MADISON COUNTY: ss.

Subscribed and sworn to before me this 23rd day of July 2012, by Jeffrey J. Nolan as President and CEO of Union State Bank.



Wayne N. Martens
Notary Public

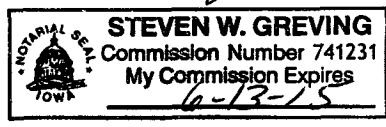
Frederick R. Greiner
Frederick R. Greiner, President and COO
Fareway Stores, Inc.

Garrett Piklapp
Garrett Piklapp, Secretary
Fareway Stores, Inc.

STATE OF IOWA, COUNTY OF BOONE: ss.

Subscribed and sworn to before me this 16TH day of JULY, 2012, by Frederick R. Greiner as President and COO and Garrett Piklapp as Secretary of Fareway Stores, Inc.


Steven W. Greiving
Notary Public



CONSENT


The Original Declarant's Consent

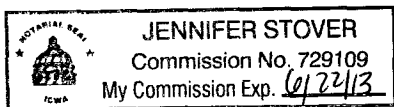
The undersigned, Corkrean Properties, L.L.C. hereby as the original declarant consents to the modifications and amendments made hereto.


Patrick F. Corkrean, Manager

STATE OF IOWA, MADISON COUNTY, ss:

This instrument was acknowledged before me on this 18 day of July, 2012 by Patrick F. Corkrean as Manager of Corkrean Properties, L.L.C.


Notary Public





Document 2012 2665

Book 2012 Page 2665 Type 06 044 Pages 28
Date 9/10/2012 Time 2:38 PM
Rec Amt \$142.00 Aud Amt \$5.00

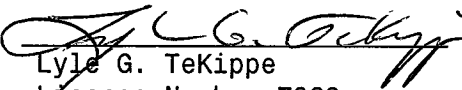
INDX
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Prepared by: TeKIPPE ENGINEERING, P.C., 128 South Vine Street, West Union, Iowa 52175, Ph (563)422-5131

Project No. 112076.LS

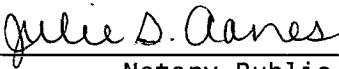
Page BD-1

	<p>I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. The unadjusted error of closure does not exceed 1:10,000 for the subdivision boundary and does not exceed 1:5,000 for any individual lot.</p>
	<p> <u>9-5-12</u> Lyle G. TeKippe Date License Number 7060 My license renewal date is December 31, 2012. Pages covered by this seal: BD-1 through BD-2</p>

State of Iowa)
County of Fayette) ss.

Subscribed and sworn to before me by Lyle G. TeKippe this 5th day of September, 2012.

JULIE S. AANES
Iowa Notarial Seal
Commission Number: 747797
My Commission Expires: 07-10-2013


Notary Public

FINAL PLAT OF:

Boundary Description:

North Stone Village Plat No. 3, a division of Lot 1, North Stone Village Plat No. 2 in the Southwest Quarter of the Southeast Quarter of Section 25, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, and more particularly described as follows:

- Beginning at the Northwest Corner of said Lot 1;
 - Thence South 89°09'41" East (Record Bearing), 634.73 feet along the North Line of said Lot 1 to the Northeast Corner of said Lot 1;
 - Thence South 01°17'11" West, 149.99 feet;
 - Thence South 00°08'28" West, 246.18 feet, both along the East Line of said Lot 1 to the Southeast Corner of said Lot 1;
 - Thence North 89°27'41" West, 631.04 feet along the South Line of said Lot 1 to the Southwest Corner of said Lot 1;
 - Thence North 00°02'51" East, 399.49 feet along the West Line of said Lot 1 to the Point of Beginning;
- Containing 5.771 Acres, subject to easements of record.
(See plat attached to this original survey description.)

Access Easement

A strip of land for Access Easement purposes being 29 feet in width and located in Lot 2 of North Stone Village Plat No. 3, a division of Lot 1, North Stone Village Plat No. 2, in the Southwest Quarter of the Southeast Quarter of Section 25, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, and more particularly described as follows:

The North 29 feet of the South 93 of said Lot 2, subject to other easements of record.
(See plat attached to this original easement description.)

Utility Easement

A strip of land for Utility Easement purposes being 64 feet in width and located in Lot 2 of North Stone Village Plat No. 3, a division of Lot 1, North Stone Village Plat No. 2, in the Southwest Quarter of the Southeast Quarter of Section 25, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, and more particularly described as follows:

The South 64 feet of said Lot 2, subject to other easements of record.
(See plat attached to this original easement description.)



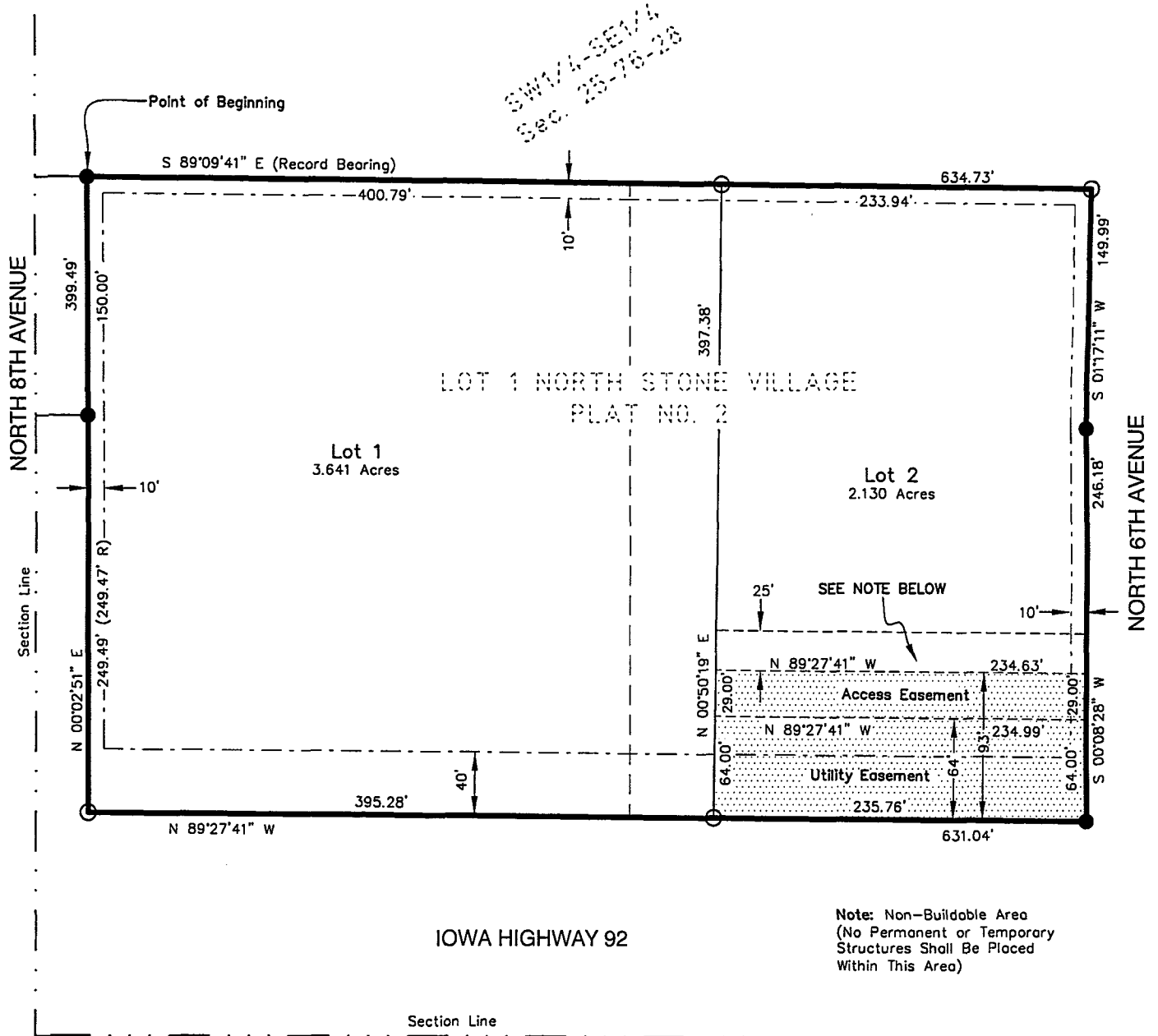
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Book 2012 Page 2665 Type 06 044 Pages 28
Date 9/10/2012 Time 2:38 PM
Rec Amt \$142.00 Aud Amt \$5.00

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Final Plat
North Stone Village Plat No. 3,
A Division of Lot 1, North Stone Village Plat No. 2
in the SW1/4-SE1/4, Section 25-T76N-R28W
City of Winterset, Madison County, Iowa

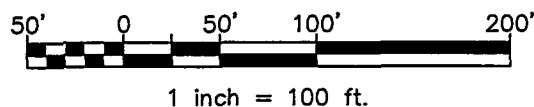


OWNER/DEVELOPER
Fareway Stores, Inc.
2300 East 8th Street
Boone, Iowa 50036

SUBDIVISION STATISTICS
Total Area - 5.771 Acres
Total Number of Buildable Lots - 2

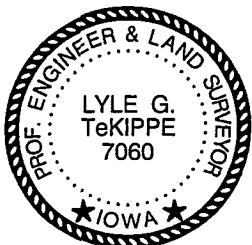
LEGEND

- Fd. 1/2" ϕ Rebar w/YPC #6808.....●
- Set 1/2" ϕ Rebar w/RPC LS 7060.....◎
- Survey Boundary.....
- Existing Utility Easement.....
- Proposed Easement.....
- Recorded as.....R
- Red Plastic Cap.....RPC
- Yellow Plastic Cap.....YPC



1 inch = 100 ft.

Survey was completed on August 2, 2011.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. The unadjusted error of closure does not exceed 1:10,000 for the subdivision boundary and does not exceed 1:5,000 for any individual lot.

Lyle G. TeKippe 9-5-12
Lyle G. TeKippe, P.E. & P.L.S. Date
License Number 7060
My license renewal date is December 31, 2012.
Sheets covered by this seal: Sheet P1

TEKIPPE ENGINEERING, P.C.

West Union
563-422-5131
Manchester Cedar Rapids
563-927-2060 319-294-6909
www.tekippe.com

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Field Book: 52C Page: 47

Project No. 112076.LS Sheet P1