FILED NO. 1131
BOOK 48 PAGE 666
1978 NOV 29 PM 4:04
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $ 7200
Plat $ 600

FOR PLAT SEE TOWN PLAT
BOOK 1, PAGE 208

DEDICATION OF PLAT OF VALLEY VIEW ADDITION TO WINTERSET, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That we, Valley View Apartments, a Limited Partnership and The First United Methodist Church of Winterset, Iowa, do hereby certify that we are the sole owners and proprietors of the following-described real estate:

> The South Half (½) of the North Half (½) of the Southwest Quarter (¼) of the Southwest Quarter (¼) except the West 255 Feet thereof, of Section Thirty-six (36) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa

That the disposition of said land as shown by the annexed plat and survey certificate is with our free consent and in accordance with our desire, and we dedicate to the public for use as public streets so much of the above-described land as is by said plat set apart and designated as South Street and Twelfth Avenue, to-wit:

> Lot "A" and Lot "B" of Valley View Addition to the City of Winterset, Madison County, Iowa.

We further dedicate to the public all improvements which have been constructed in said lots "A" and "B" consisting of sanitary sewers, storm sewers, water mains, and electric poles, wires and apparatus necessary for the transmission of electricity.

IN WITNESS WHEREOF, we have hereunto set our hands this 30 day of October, 1978.

VALLEY VIEW APARTMENTS, A LIMITED PARTNERSHIP

By Herbert T. Reed
Herbert T. Reed, general partner

ENTERED FOR TAXATION
THIS 29 DAY OF NOV 19 78
AUDITORS FEE $ 4 00
George L. Abrahams
AUDITOR

DEPUTY AUDITOR

THE FIRST UNITED METHODIST CHURCH OF WINTERSET, IOWA

By H. C. Miller
H. C. Miller, Chairman of the Board of Directors

By Florence Thomas
Florence Thomas, Secretary of the Board of Directors

IND. ✓
REC. ✓
PAY

2

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 30 day of October, 1978, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared H. C. Miller and Florence Thomas, to me personally known, who being by me duly sworn, did say that they are the chairman and secretary respectively, of said corporation executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its board of directors; and that the said H. C. Miller and Florence Thomas as such officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Jerrold B Oliver
Notary Public in and for the State of Iowa

JERROLD B. OLIVER
MY COMMISSION EXPIRES
September 30, 1979

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 30 day of October, 1978, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Herbert T. Reed, to me personally known, who being by me duly sworn did say that he is a general partner of Valley View Apartments, a Limited Partnership, and that said instrument was signed on behalf of the said partnership by authority of the partners and the said partner acknowledged the execution of said instrument to be the voluntary act and deed of said partnership by it and by him voluntarily executed.

Jerrold B Oliver
Notary Public in and for the State of Iowa

JERROLD B. OLIVER
MY COMMISSION EXPIRES
1979

RESOLUTION 78-121

RESOLUTION APPROVING FINAL PLAT OF

VALLEY VIEW ADDITION TO THE CITY OF WINTERSET, IOWA

WHEREAS, Valley View Apartments, a Limited Partnership, and The First United Methodist Church of Winterset, Iowa, have filed in the office of the City Clerk of the City of Winterset, Iowa, a final plat subdividing the following-described real estate:

> The South Half (½) of the North Half (½) of the Southwest Quarter (¼) of the Southwest Quarter (¼) except the West 255 feet thereof, of Section Thirty-six (36) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

which real estate is within the corporate limits of the City of Winterset, Iowa.

WHEREAS, this final plat is known and designated as Valley View Addition to the City of Winterset, Iowa.

WHEREAS, said final plat is accompanied by the following, in accordance with the subdivision ordinance of the City of Winterset, Iowa, and Chapter 409 of the Code of Iowa:

1. Attorney's title opinion.
2. Consent of subdividers and dedication of streets.
3. Certificate of Madison County Treasurer.
4. Certificate of Clerk of Court.
5. Certificate of Madison County Recorder.
6. Consent of Farmers Home Administration to plat.
7. Settlement Agreement in case of Herbert T. Reed and Valley View Apartments v. City of Winterset, Equity No. 21466

WHEREAS, the plat is accompanied by a statement of a licensed and registered land surveyor of Winterset, Iowa, certifying his preparation of said final plat.

WHEREAS, the City Engineer, Gene R. Hardy, of Adel, Iowa, has approved said final plat.

WHEREAS, the City Planning and Zonning Commission have approved the preliminary plat thereof prepared pursuant to the subdivision ordinance of the City of Winterset, Iowa, and Chapter 409 of the Code of Iowa.

4

WHEREAS, said subdivision is being platted and subdivided in conformity with a settlement agreement entered into in the case of Herbert T. Reed and Valley View Apartments, a Limited Partnership, Plaintiff, and the City of Winterset, Defendant, Equity No. 21466, formerly pending in the District Court of the State of Iowa in and for Madison County.

WHEREAS, the City Council finds that said final plat is in conformity with the subdivision ordinance of the City of Winterset, Iowa, Chapter 409 of the Code of Iowa, and said settlement agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Winterset, Iowa, that the final plat of Valley View Addition to the City of Winterset be and is hereby approved and accepted, and the City of Winterset hereby accepts the dedication to it of Lots "A" and "B" of said plat for use as public streets and the dedication to it of existing improvements for sanitary sewers, storm sewers, water mains, and electric poles, wires and apparatus necessary for the transmission of electricity located within said Lots "A" and "B" subject to terms of the Settlement Agreement between the parties referred to herein.

IT IS FURTHER RESOLVED that the mayor and clerk are hereby authorized and directed to certify this Resolution, which shall be affixed to the final plat, to the Recorder of Madison County, Iowa and attend to the filing and recording of all instruments and documents which should be filed and recorded in connection herewith and that all things shall be done to carry out the provisions of Chapter 409 of the Code of Iowa and the ordinances of the City of Winterset, Iowa.

On roll call the members of the City Council voted as follows:

Dorrell Aye

Jordan Aye

McNamara Aye

Mitchell Aye

Cole Aye

Passed and approved this 27th day of November, 1978.

Bernard Morrissey, Mayor

ATTEST:

Mark J. Nitchals, City Clerk

CERTIFICATE OF APPROVAL OF PLAT

OF VALLEY VIEW ADDITION TO THE CITY OF WINTERSET, IOWA

We, Bernard Morrissey and Mark J. Nitchals, Mayor and City Clerk, respectively, of the City of Winterset, Iowa, do hereby certify that the plat to which this certificate is attached is a final plat of an addition to the City of Winterset, Iowa, designated as Valley View Addition to the City of Winterset, Iowa, and the real estate comprising said final plat is described as follows:

> The South Half (½) of the North Half (½) of the Southwest Quarter (¼) of the Southwest Quarter (¼) except the West 255 feet thereof, of Section Thirty-six (36) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Said plat was approved by the City Council of the City of Winterset by resolution passed and approved by the City Council on the 27th day of November, 1978, and approved by the Mayor of the City of Winterset, Iowa, on said date, and that a true and correct copy of said resolution is affixed to said final plat and made a part of this certification and the mayor and city clerk do hereby certify that said resolution is part of said final plat.

The mayor and city clerk do hereby further certify as a part of said platting procedure, the following:

1. Dedication of plat.
2. Attorney's title opinion.
3. Certificate of the Clerk of the District Court.
4. Certificate of the Treasurer.
5. Certificate of the Recorder.
6. Consent of Farmers Home Administration.
7. Settlement Agreement in case of Herbert T. Reed and Valley View Apartments v. City of Winterset, Equity No. 21466

Dated this 29th day of November, 1978.

Bernard Morrissey, Manor

ATTEST:

Mark J. Nitchals, City Clerk

CITY OF WINTERSET

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 29th day of NOvember, 1978, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bernard Morrissey and Mark J. Nitchals, to me personally known, who, being by me duly sworn did say that they are the Mayor and Clerk, respectively of the City of Winterset, Iowa, a municipal 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 City Council; and that the said Bernard Morrissey and Mark J. Nitchals acknowledged the execution of said instrument to be their voluntary act and deed as such officers of said corporation, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
JOHN E. CASPER
MY COMMISSION EXPIRES
1-30-80

John E. Casper
Notary Public in and for the State of Iowa

1

Form FmHA 465-1
(Rev. 11-18-74)

Position 5
JUN 16 1978

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

APPLICATION FOR PARTIAL RELEASE, SUBORDINATION, OR CONSENT

STATE
IA
COUNTY
MADISON
CASE NO.
16-61-421045023

TYPE OF LOAN
RRH-Individual
(SPECIFY)
☐ DIRECT ☒ INSURED

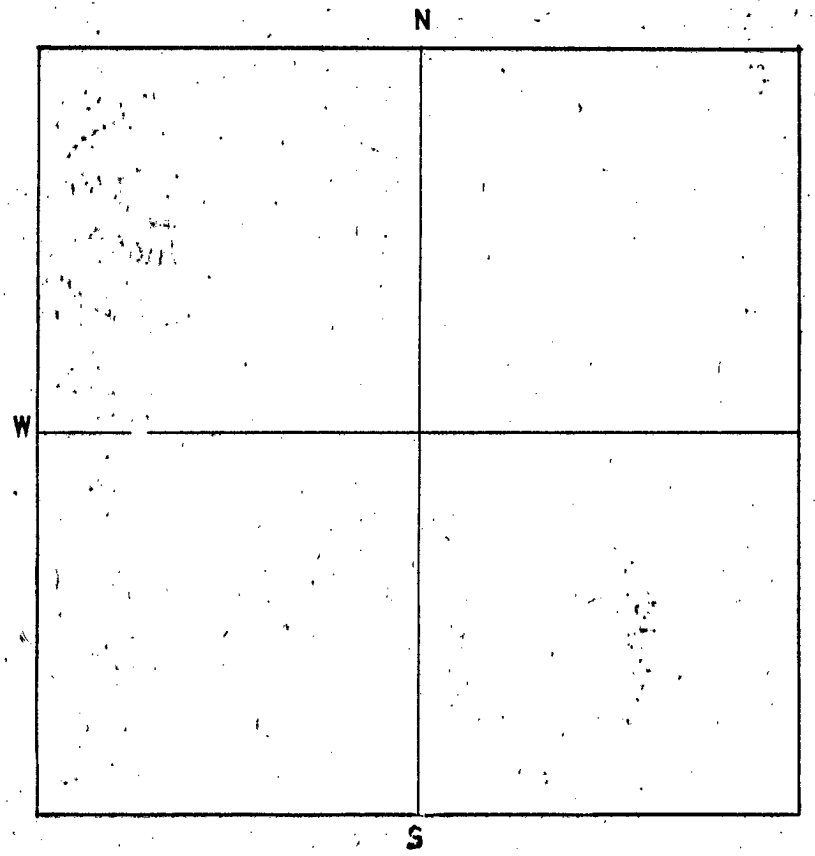
The undersigned Valley View Apartments, a Limited Partnership
(Names of Borrower and Wife)

whose address *(Including ZIP Code)* is Winterset, Iowa 50273

in accordance with the terms of the security instruments now held or insured by the Farmers Home Administration on their property, apply for release or subordination of the liens of said security instruments or consent to the following transaction.

Consent to Plat of Valley View Addition to the City of Winterset, Iowa
(Description)

1. Plot of Property: See Plat attached hereto.



2. Prior lienholders listed in order:

None

3. The prior lien to which subordination is requested is to be held by:

None

4. The property to be leased or conveyed to:

N/A

5. Description of property to be covered by the release, subordination, or consent:

See description attached hereto

6. The use to be made of the property covered by this application is:

No change from present use - apartment buildings.

7. The anticipated proceeds from this transaction are: Initial payment $ N/A
Subsequent payment(s) $ N/A

Other considerations:

8. Subject to the provisions of Paragraph 7 it is proposed to use the proceeds as follows:

N/A

9. If this application is approved, the undersigned borrowers agree to comply with such terms as may be prescribed by the Farmers Home Administration and to disposition of the proceeds as required by the Farmers Home Administration pursuant to its regulations, including the method of applying payments to the borrowers' loan accounts. It is expressly understood that unless a separate written instrument of subordination or partial release is executed and delivered by the Farmers Home Administration pursuant to this application, approval by the Farmers Home Administration of this application will merely constitute and evidence its consent, as lienholder, to the proposed transaction without in any way subordinating its lien, releasing any of its security, modifying the payment terms of the loan, or otherwise affecting any rights of the Farmers Home Administration.

Date June 15, 1978 Signed Valley View Apartments, a Limited Partnership
~~(Husband)~~

By Herbert T Reed
Herbert T. Reed, general partner
~~(Wife)~~

I. The proposed transaction:

☐ WILL ☒ WILL NOT prevent or make more difficult the successful operation of this property

☐ WILL ☒ WILL NOT reduce the efficiency of the property.

2. The proposed transaction will affect the value of this property as security for the loan as follows:

	Present Market Value
(a) Value of Real Estate Before	
(b) Value of Real Estate After	N/A
(c) Value of Real Estate Disposed of	

3. The following ☐ damages ☒ benefits will result to this property from the transaction:

Acceptance and maintenance by City of public improvements consisting of sewer, water and pavement.

I hereby recommend that this application be approved and that the proceeds be applied or released as follows:

INITIAL PAYMENT:	SUBSEQUENT PAYMENTS:
$ _____ To extra payment on FHA loan	$ _____ or _____ % To extra payment on FHA loan
$ _____ To regular payment on FHA loan	$ _____ or _____ % To regular payment on FHA loan
$ _____ To borrower as regular income	$ _____ or _____ % To borrower as regular income
$ _____ To prior lien(s)	$ _____ or _____ % To prior lien(s)
$ _____ Other (specify) _____	$ _____ Other (specify) _____

Date July 5, 1978 Recommended by Larry E Porath

County Supervisor
(Title)

Date 12 September 78 ☑ Approved ☐ Disapproved by Larry E Porath

County Supervisor
(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

☆U. S. GPO:1975-0-665-597/1754

DESCRIPTION

The South Half (S½) of the North Half (N½) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) all in Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; except the West 255 feet thereof.

AUG 9 1978

CONSENT TO PLAT AND SUBDIVISION

The United States of America, acting through the Farmer Home Administration, United States Department of Agriculture, hereby consents to the plat and subdivision of Valley View Addition to the City of Winterset, Iowa, pursuant to the provisions of Iowa Code Section 409.9 as amended by Section 3 of Chapter 117 Of the Acts of the 67th General Assembly of the State of Iowa.

It further consents to the five (5) foot public utility easement over and across the North five (5) feet of the real estate being platted and subdivided and the South five (5) feet of the real estate being platted and subdivided.

It further consents to a fifteen (15) foot storm sewer easement over, under and across the East fifteen (15) feet of said real estate and the North fifteen (15) feet of the East one hundred nine (109) feet of said real estate.

Dated this 12th day of September, 1978.

UNITED STATES OF AMERICA

By Larry E. Porath County Supervisor
Title

FARMERS HOME ADMINISTRATION
UNITED STATES DEPARTMENT OF AGRICULTURE

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 12th day of September, 1978, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Larry E. Porath, to me personally known, who being by me duly sworn, did say that he is the County Supervisor for the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, executing the within and foregoing instrument; that said instrument was signed on behalf of said Farmers Home Administration; and that the said County Supervisor, acknowledged the execution of said instrument to be the voluntary act and deed of said Farmers Home Administration, by it and by him voluntarily executed.

Betty M. Burchett
Notary Public in and for the State of Iowa

Iowa

LAW OFFICES
WEBSTER, JORDAN, OLIVER & WALTERS
FARMERS' & MERCHANTS' BANK BLDG.
WINTERSET, IOWA 50273

SHIRLEY A. WEBSTER
LEWIS H. JORDAN
JERROLD B. OLIVER
G. STEPHEN WALTERS

AREA CODE 515
TELEPHONE 462-3731

September 29, 1978

29-9-781B

City of Winterset
City Hall
Winterset, IA 50273

Gentlemen:

We have examined an abstract of title in one part purporting to show the chain of title to the following-described real estate:

> The South Half (½) of the North Half (½) of the Southwest Quarter (¼) of the Southwest Quarter (¼) except the West 255 feet thereof, of Section Thirty-six (36) in township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

from the root of title to date of last continuation, to-wit: July 14, 1978, at 8:00 A. M.

In connection with such examination we find fee title to be in

VALLEY VIEW APARTMENTS, A LIMITED PARTNERSHIP
and
THE FIRST UNITED METHODIST CHURCH OF WINTERSET, IOWA,

and that the above-described property is free from encumbrances except the following:

1. Entry No. 29 shows a mortgage from Valley View Apartments, a Limited Partnership to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, which mortgage is recorded in Mortgage Record 126, Page 92. This mortgage is a lien against a portion of the real estate under examination. It is not a lien against any portion of the real estate being dedicated to the City in connection with the plat of Valley View Addition to the City of Winterset, Iowa.

2. Entry No. 33 shows a mortgage from Valley View Apartments, a Limited Partnership to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, which mortgage is recorded in Mortgage Record 127, Page 398. This mortgage is a lien against a portion of the real estate under examination. It is not a lien against any portion of the real estate being dedicated to the City in connection with the plat of Valley View Addition to the City of Winterset, Iowa.

We call your attention to the following items which are liens against the real estate under examination:

Entries No. 15, 16, 17 and 18 show the fire ordinance, zoning ordinance and subdivision ordinance of the City of Winterset, Iowa.

Respectfully submitted,

WEBSTER, JORDAN, OLIVER & WALTERS

By Jerrold B. Oliver
Jerrold B. Oliver

JBO:tw

CERTIFICATE OF COUNTY TREASURER

OF MADISON COUNTY, IOWA

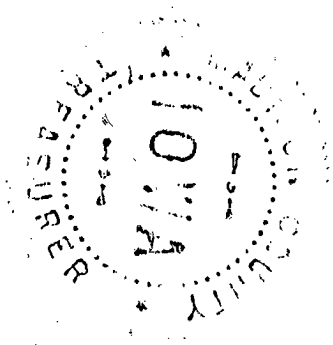
I, ESTHER J. FRANK, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED AND ACTING TREASURER OF MADISON COUNTY, IOWA; THAT I HAVE EXAMINED THE RECORDS IN MY OFFICE AND THERE ARE NO UNPAID TAXES AGAINST THE FOLLOWING-DESCRIBED REAL ESTATE WITH THE EXCEPTION OF $99.84 SECOND HALF TAX COLLECTIBLE FISCAL YEAR 1978/1979 NOW PAYABLE AND DELINQUENT APRIL 1, 1979:

THE SOUTH HALF (1/2) OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) EXCEPT THE WEST 255 FEET THEREOF, OF SECTION THIRTY-SIX (36) IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

DATED AT WINTERSET, IOWA, THIS 30TH DAY OF OCTOBER, 1978.

Esther J. Frank

ESTHER J. FRANK, TREASURER OF
MADISON COUNTY, IOWA



14

CERTIFICATE OF THE COUNTY RECORDER

OF MADISON COUNTY, IOWA

I, Mary E. Welty, hereby certify that I am the duly elected and acting Recorder of Madison County, Iowa; that Valley View Apartments, a Limited Partnership and The First United Methodist Church of Winterset, Iowa, are now the fee simple owners and record titleholders of the following described real estate, to-wit:

> The South Half (½) of the North Half (½) of the Southwest Quarter (¼) of the Southwest Quarter (¼) except the West 255 Feet thereof, of Section Thirty-six (36) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

and said real estate is free from encumbrances except the following:

1. A mortgage from Valley View Apartments, a Limited Partnership to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, which mortgage is recorded in Mortgage Record 126, Page 92.

2. A mortgage from Valley View Apartments, a Limited Partnership to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, which mortgage is recorded in mortgage Record 127, page 398.

Dated at Winterset, Iowa, this 27 day of October, 1978.

Mary E. Welty

Mary E. Welty, County Recorder of Madison County, Iowa

CERTIFICATE OF THE CLERK OF THE DISTRICT COURT

OF MADISON COUNTY, IOWA

I, Margaret Wheeler, do hereby certify that I am the duly elected and acting Clerk of the District Court of Madison County, Iowa; that I have examined the records in my office and that the following-described real estate, to-wit:

> The South Half (½) of the North Half (½) of the Southwest Quarter (¼) of the Southwest Quarter (¼) except the West 255 Feet thereof, of Section Thirty-six (36) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

is free from all judgments, attachments, mechanic's or other liens.

Dated at Winterset, Iowa, this 27th day of October, 1978.

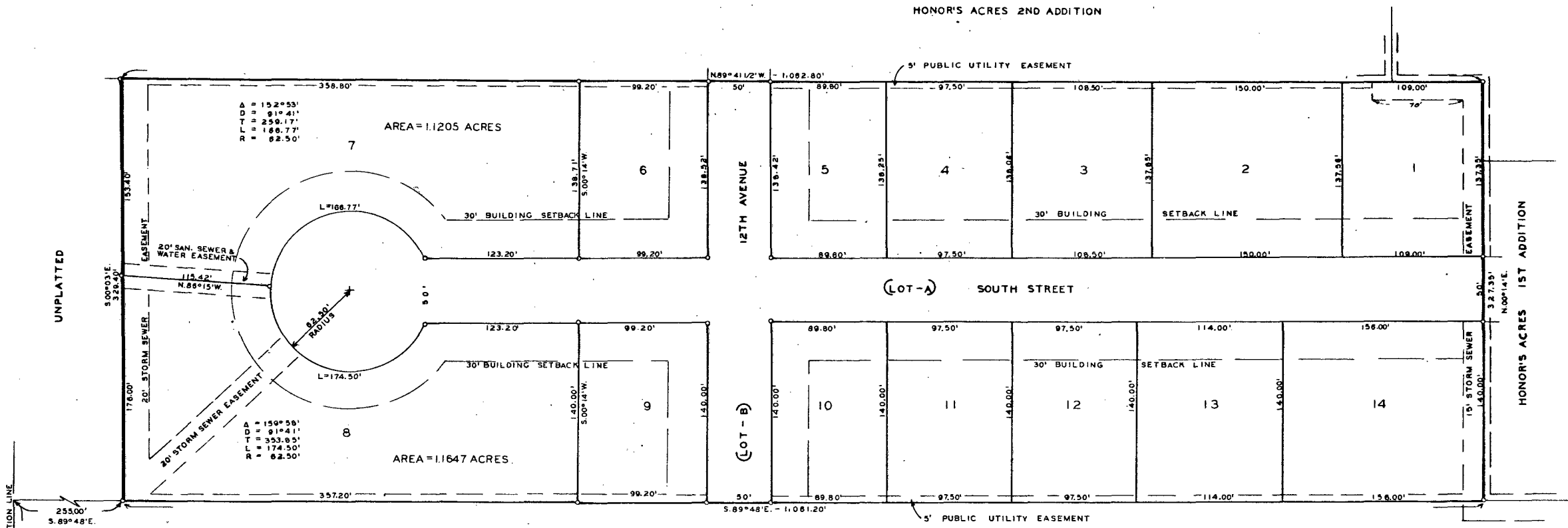
SEAL OF MADISON COUNTY IOWA COURT

Margaret Wheeler

Margaret Wheeler, Clerk of the District Court of Madison County, Iowa

PLAT OF
VALLEY VIEW ADDITION

TO WINTERSET, IOWA



DESCRIPTION:
THE SOUTH HALF (S½) OF THE NORTH HALF (N½) OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHWEST QUARTER (SW¼) ALL IN SECTION THIRTY-SIX (36), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA; EXCEPT THE WEST 255 FEET THEREOF.

SURVEY DESCRIPTION:
COMMENCING AT THE SW. COR. OF SEC. 36-T76N-R28W OF THE 5TH P.M., THENCE N.00°00' 659.50 FEET ALONG THE SECTION LINE, THENCE S.89°48'E. 255.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING S.89°48'E. 1,061.20 FEET, THENCE N.00°14'E. 327.35 FEET, THENCE N.89°41½'W. 1,062.80 FEET, THENCE S.00°03'E. 329.40 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 8.0055 ACRES.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED _____ DATE 29 Nov. 1978

Charles T. Vance, P.E. & L.S. Iowa Reg. No. 5041

UNPLATTED

0 25 50 100 200 300

SCALE OF FEET

SCALE: 1" = 50'

VALLEY VIEW ADDITION

OWNERS:
VALLEY VIEW APARTMENTS, LIMITED PARTNERSHIP
HERBERT T. REED, GENERAL PARTNER
AND
THE FIRST UNITED METHODIST CHURCH OF WINTERSET

VANCE & HOCHSTETLER
CONSULTING ENGINEERS
71 E. JEFFERSON
WINTERSET, IOWA 50273

16

1978 JAN 30 PM 1:44
RECEIVED
CLERK DIST. COURT
MADISON CO.
IOWA

SETTLEMENT AGREEMENT

This Agreement made and entered into on this 23 day of January, 1978, by and between Herbert T. Reed and Valley View Apartments, a limited partnership, each hereafter referred to as Reed and Valley View, respectively, and the City of Winterset, Iowa and the Board of Trustees of the Waterworks and Electric Light and Power Plant of the City of Winterset, Iowa, each hereafter referred to as the City and Board, respectively.

Whereas, the parties desire to finally settle all matters in dispute between them concerning the following styled cases now pending before either the District Court for Madison County, Iowa, or the Supreme Court of Iowa:

a. Herbert T. Reed and Valley View Apartments, a limited Partnership vs. City of Winterset, Iowa, No. 2-61002

b. Valley View Apartments, a limited Partnership vs. City of Winterset and Board of Trustees of Waterworks and Electric Light and Power Plant of the City of Winterset, Iowa, No. 21576

c. Herbert T. Reed and Barbara Moore vs. City of Winterset, Iowa, No. 21403

Whereas, the parties desire to fully set forth such settlement in this Agreement.

It is therefore Agreed between the parties as follows:

1. The City shall install and complete the entire storm sewer system south from its present termination point on the south boundary of the Honor's Acres Second Addition to the City of Winterset to its proposed termination point at or near the Summit Street right of way and including that portion of the system across the real estate owned by Valley View which is legally described as:

> The $S\frac{1}{2}$ $N\frac{1}{2}$ $SW\frac{1}{4}$ $SW\frac{1}{4}$, except the West 255 feet thereof, in Section 36, Township 76 N, Range 28 West of the 5th P.M. in Madison County, Iowa.

The route for said system across the above real estate shall be initially determined by the City subject to the approval of Reed and Valley View. Any dispute on the route selected shall be submitted by the parties to the

the District Court in and for Madison County as hereinafter set forth. The City agrees to install and complete the said storm sewer project within a reasonable time in the exercise of due diligence considering the relevant circumstances. The parties understand that the circumstances which may affect the project completion include, but are not limited to, actions such as condemnation proceedings whcih may be required to acquire the necessary easements, and litigation commenced by third parites over the special assessment proceedings, and contractor delays caused by such matters as weather and material shortages not attributable to the negligent acts of the City.

2. The parties agree that said storm sewer construction project including those portions previously installed across the Honor's Acres Second Addition shall be paid as follows:

The City shall pay from general tax revenues, revenue sharing funds, or the issuance of bonds, as necessary, one half of the total project cost to include, but not limited to, legal and engineering fees, construction contracts, land acquisition costs and related administrative costs. For purposes of this Agreement, land acquisition cost shall mean only the cost of acquiring the necessary storm sewer easements to complete the project. The remaining portion shall be paid through special assessment proceedings pursuant to Chapter 384 of the Code of Iowa with such assessment to be prorated among landowners within the drainage district according to the customary and ordinary rules therefore. The parties understand that any assessment deficiencies arising out of the special assessment proceedings shall be paid pursuant to the provisions of Chapter 384 of the Code of Iowa.

3. The Board shall refund forthwith to Valley View from the Secondary service connection fee previously paid the Board the sum of $1,072.45.

4. Reed agrees, provided the City installs the said storm sewer pursuant to the terms of this Agreement, that such action will be substantial compliance with the Ruling and Decree in cause #21403 and will abate the public or private nuisance arising out of the stub storm sewer situation and

affecting the premises formerly owned by him which is legally described as:

Lot 42 in Honor's Acres Second Addition to the City of Winterset, Iowa.

5. Reed and Valley View agree to dismiss with prejudice all pending litigation described above including appeals to the Supreme Court of Iowa and deliver copies of said dismissals to the attorney for the City and Board of Trustees.

6. Reed and Valley View agree upon dismissal of the appeal pending in the case of Valley View Apartments vs. City of Winterset, Iowa that the Ruling of the District Court entered therein shall become final and they, and each of them, agree to comply with the same. Pursuant to said Order, Valley View shall plat and subdivide the tract described in the District Court's Ruling and in accordance with the City and State subdivision laws and ordinances. Specifically, but not by way of limitation, the preliminary plat plan shall contain provision for storm sewer easement across said tract to allow installation of the system by the City along the route determined by the City pursuant to this Agreement. The Final Plat Plan shall dedicate a perpetual storm sewer easement fifteen feet in width. All improvements required by the City subdivision ordinance to be installed on the said premises and which are installed prior to the date of this Agreement shall be dedicated to and accepted by the City in their present condition as of the date of this Agreement and without being subject to the following terms hereinafter set forth in this paragraph. All improvements required to be installed by the subdivider under the City subdivision ordinance and which are installed on or after the date of this Agreement shall be installed and/or constructed to the specifications of the City required for its subdivision improvements generally and shall be in good repair at the time of their dedication to the City, all as evidenced by the certificate of a Registered Engineer submitted with the improvement dedications. All such improvements shall be formally dedicated to the City for its acceptance.

Reed and Valley View agree that the City immediately upon selection of the route for the storm sewer may enter upon the Valley View premises to construct and install said storm sewer should project engineering and construction thereof precedein time before formal dedication of the easement right of way pursuant to the subdivision of the real estate.

7. Reed and Valley View agree to comly with the reasonable requests of the City regarding the form and contents of the preliminary and final plat and subdivision plans. Any disputes arising therefrom shall be determined as hereafter set forth.

8. The parties understand that the District Court Ruling granted Reed and Valley View a period of six months from the date of the Order to complete the plat and subdivision of the said tract. Reed and Valley View did not file any supersedeas bond to stay performance of said Order. However, the City agrees that Reed and Valley View shall not be in contempt of said Order provided that the Final Plat and subdivision of said tract is completed and accepted within six months from the date of this Agreement.

9. The parties understand that the District Court in the Ruling in the case of Herbert T. Reed and Valley View Apartments vs. City of Winterset, Iowa retained jurisdiction to resolve any disputes arising between the parties in the course of compliance with its Order. Said parties agree that any disputes under said Order or this Agreement shall be submitted forthwith by the Aggrieved Party to said District Court for its determination as expeditiously as possible.

10. The parties understand that the District Court Ruling in the cause of action described in Paragraph 9 hereof required Reed and Valley View to plat and subdivide the real estate legally described as:

> $S\frac{1}{2}$ $N\frac{1}{2}$ $SW\frac{1}{4}$ $SW\frac{1}{4}$, except the West 255 feet thereof, in Sec. 36, Township 76 N, Range 28 West of the 5th p.m., Madison County, Iowa.

The parties further understand that Valley View during the pendency of said court action conveyed to the First United Methodist Church by Warranty Deed, a portion thereof and legally described on Attachment "A" which is incorporated herein in full by this reference.

The parties understand the District Court Ruling requires all said real estate described herein to be platted and subdivided and that under the laws of the State of Iowa, the platting procedure must be joined in by all owners of the real estate. Reed and Valley View shall be responsible for the joinder of the Methodist Church in this platting procedure and for the acceptance by said Church of the terms and conditions hereafter set forth, which acceptance shall be timely tendered to the City.

11. For purposes of this Agreement, the parcel owned by the Methodist Church and previously described in Paragraph 10 herein, but including the excepted parcel described therein and reserved for street right of way, shall be subdivided into at least three lots. One of these three lots shall be a continuation of the right of way for South Street and shall be reserved solely for this use. The subdivider shall show all improvements required by the subdivision laws and ordinances upon its preliminary and final plats but need not construct and install these improvements upon the above described parcel until application for building permits is made by the subdivider, its successor, or assigns upon said premises. All said improvements shall then be installed prior to the issuance of any building permits for structures upon the premises legally described in Attachment "A" to this Agreement.

12. The City agrees upon completion of the platting and subdivision procedure to forthwith issue Valley View the six building permits previously applied for on September 15, 1976. Reed and Valley View in consideration therefore agree prior to issuance of the permits to tender the City the permit fees prescribed by Ordinance for each such apartment unit.

13. The parties understand that the effect of this Agreement is to dismiss Valley View and Reed's claim for residential electrical rates for the Valley View twelve four-plex apartment units.

14. Reed and Valley View shall pay all court costs in the case of Reed and Valley View vs. City and the parties shall divide equally the court costs in the cases of Reed and Moore vs. City, and Reed and

Valley View vs. City and Board of Trustees.

15. In consideration of the foregoing mutual agreements and their performance by the respective parties, Herbert T. Reed and Valley View Apartments, a limited partnership, with intent to bind themselves, their spouses, heirs, devisees, legatees, legal representatives, assigns and successors, do hereby discharge and release the City and the Board of Trustees, their assigns, successors or legal representatives from any and all claims, demands or causes of action present or future, known or unknown, in any manner arising out of either the construction and/or installation of the storm sewer stub installed in the Honor's Acres Second Addition to the City, the denial by the City of the six building permit applications filed with the City on about September 15, 1976, or the enforcement by the Board of Trustees of its Resolution adopted on November 12, 1976 concerning connection fees for providing secondary electrical service and whether or not said claims, demands or causes of action arise from contract, tort or other theory of law or equity. This release is expressly conditioned upon the performance by the City and Board under this Agreement.

16. The parties agree the contract for the storm sewer construction to be let by the City shall specify that the contractor shall repair and restore the South Street paving to its condition existing just prior to the installation of the storm sewer and shall otherwise reasonably restore the surface of the easement right of way to its condition existing just prior to the installation of the storm sewer.

17. The parties understand that the Valley View tract is subject to a Farmers Home Administration (FmHA) Mortgage. In order for said tract to be platted pursuant to Chapter 409 of the Code of Iowa (1977), as amended, and the City Subdivision Ordinance, FmHA will have to consent thereto and release their Mortgage upon all streets, easements and other areas to be dedicated to the City as provided by Chapter 409.9 of the Code, as amended. Reed and Valley View agree to make every reasonable effort with the FmHA so that the said tract can be platted pursuant to the above cited laws. In the event FmHA refuses to consent thereto and release their

mortgage for this purpose the parties agree to plat and subdivide the real estate described in the District Court Ruling, Cause #2-61092, according to the following terms and procedures. The written refusal of the FmHA, if available, shall be delivered to the City.

a. Reed and Valley View shall cause to be prepared a Preliminary Plat Plan in conformance with this Agreement and the City Subdivision Ordinance.

b. Said Plan shall be submitted to the City Planning and Zoning Commission for approval as provided by said Subdivision Ordinance.

c. Upon approval of the Preliminary Plat Plan by the City Planning and Zoning Commission, Reed and Valley View shall cause to be prepared pursuant to Chapter 441.65-71 of the Code of Iowa (1977), as amended, an Auditors Plat, which plat shall be in conformance with this Agreement and the approved Preliminary Plat Plan.

d. Said Auditors Plat shall be filed of record by Reed and Valley View pursuant to said Chapter 441.65-71.

e. Prior to filing said Auditors Plat, Reed and Valley View shall tender to the City deeds of conveyance for all easements and right of way shown upon the approved Preliminary Plat Plan, which deeds shall be subject to the then existing interests of the FmHA unless the FmHA joins with Reed and Valley View in said conveyances. In the event the FmHA does not join in said conveyances Reed and Valley View, and each of them, their successors or assigns, shall hold the City harmless from any loss or damage occasioned by the nonjoinder of the FmHA in these conveyances regardless of the time of the loss or damage and agree to indemnify the City for all such loss or damage.

f. Reed and Valley View, and each of them,their successor or assign, shall install all improvements required under the City Subdivision Ordinance upon the real estate to be platted and subdivided pursuant to the terms of this Agreement and in compliance with the City Subdivision Ordinance and to otherwise comply with the applicable terms of this Agreement.

g. All costs of this platting and subdivision procedure shall be paid by Reed and Valley View, and each of them, or their successor or assigns.

We have read this Agreement and understand all its terms and we hereby execute it voluntarily and with full knowledge of its significance.

In Witness Whereof, we do hereby execute this Agreement at Winterset, Madison Coutny, Iowa on this 26 day of January, 1978.

Herbert T. Reed

Herbert T. Reed

Valley View Apartments, a limited Partnership

by Herbert T. Reed
Herbert T. Reed
General Partner

In Witness Whereof, we do hereby execute this Agreement at Winterset, Madison County, Iowa on this 23rd day of January, 1978.

City of Winterset, Iowa

BY Bernard E. Morrissey
Bernard M. Morrissey, Mayor

Mark J. Nitchals
Mark J. Nitchals, Clerk

Board of Trustees of the Waterworks and Electric Light and Powerplant of the City of Winterset, Iowa

By Mark J. Nitchals
Mark J. Nitchals, Secretary

BY William J. Roach
William Roach, Chairman

...E FAIR ASSOCIATION
...orm No. 1.1 (Trade-Mark Registered, ... Iowa, 1967) Attachment "A" ...OR THE LEGAL EFFECT OF THE USE ...F THIS FORM, CONSULT YOUR LAWYER

EXHIBIT "G"

WARRANTY DEED

Compared 1159
FILED NO.
BOOK 47 PAGE 432
1976 DEC 28 AM 10:54
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee

Know All Men by These Presents: That VALLEY VIEW APARTMENTS, A LIMITED PARTNERSHIP

, in consideration

of the sum of One Dollar ($1.00) (consideration less than $500.00)

in hand paid do hereby Convey unto THE FIRST UNITED METHODIST CHURCH OF WINTERSET, IOWA

Grantees' Address: Winterset, Iowa

the following described real estate, situated in Madison County, Iowa, to-wit:
The South Half (S½) of the North Half (N½) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) all in Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except the West 255 feet thereof and except the East 704 feet thereof and except all that part of the following-described real estate:

A parcel of land for street right of way in the following-described tract of land: The South Half (S½) of the North Half (N½) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 36, Township 76 North, Range 28 West of the 5th P.M., City of Winterset, Madison County, Iowa, except the West 255.0 feet thereof. Said parcel is described as commencing at the Southeast Corner of said tract of land; thence North along East line of said tract of land 140.0 feet to point of beginning; thence West parallel to South line of said tract 554.8 feet; thence South 140.0 feet to the South line of said tract; thence West along South line of said tract 50.0 feet; thence North 140.0 feet; thence West parallel to the South line of said tract 222.4 feet; thence 341.3 feet along a 62.5 foot radius curve being tangent to a line angling 66°25' left; thence East parallel to the South line of said tract 222.4 feet; thence North 138.5 feet to the North line of said tract; thence East along North line of said tract 50.0 feet; thence South 138.4 feet; thence East parallel to the South line of said tract 554.8 feet to the East line of said tract; thence South along East line of said tract 50.0 feet to point of beginning,

lying West of the East 704 feet of the South Half (S½) of the North Half (N½) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of said Section Thirty-six (36).

And the grantors do Hereby Covenant with the said grantees, and successors in interest, that said grantors hold said real estate by title in fee simple; that they have good and lawful authority to sell and convey the same; that said premises are Free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated; and said grantors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the described premises.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 27th day of December, 19 76.

* Real Estate Transfer Tax: See (The Code, 1973, Chapter 428A)

Valley View Apartments, A Limited Partnership

By Herbert T. Reed
Herbert T. Reed, General Partner

(Grantors' address)

STATE OF IOWA, }
COUNTY OF ____ } ss.

On this ____ day of ____, 19____ before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared ____

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.