ENTERED FOR TAXATION
THIS 23 DAY OF Oct. 1979
AUDITORS FEE $ 1.00
George L. Hawkins
AUDITOR

DEPUTY AUDITOR

FILED NO. 703
BOOK 109 PAGE 371
1979 OCT 23 PM 1:54
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $45.00
Plat$ 3.00

DEDICATION OF PLAT

OF ROLLING ACRES

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, do hereby certify we are partial owners and proprietors of the following described real estate, our respective interests appearing of record:

An official plat of the NE¼ of Section 13, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, subject to road easement along the North and East sides thereof and containing 157.27 acres, more of less.

That the subdivision of the above-described real estate as shown by the final plat of Rolling Acres is with the free consent and in accordance with the desire of the undersigned.

Dated this 15 day of AUGUST, 1979.

Douglas W. Hobbs
Douglas W. Hobbs

Susan Lynn Hobbs
Susan Lynn Hobbs

STATE OF IOWA)SS
COUNTY OF MADISON

On this 15 day of AUGUST, 1979, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared the above-signed, to me known to be the identical persons named in the foregoing instrument as the "undersigned", and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

CHET R. CHICKERING
30 SEP 80

Chet R. Chickering
Notary Public

PLAT FILED IN FARM PLAT BOOK 1 PAGE 149

DEDICATION OF PLAT

OF ROLLING ACRES

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, do hereby certify we are partial owners and proprietors of the following described real estate, our respective interests appearing of record:

> An official plat of the NE¼ of Section 13, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, subject to road easement along the North and East sides thereof and containing 157.27 acres, more of less.

That the subdivision of the above-described real estate as shown by the final plat of Rolling Acres is with the free consent and in accordance with the desire of the undersigned.

Dated this 8 day of AUGUST, 1979.

Dale L. Erickson
Dale L. Erickson

Faye D. Erickson
Faye D. Erickson

STE OF IOWA)SS

COUNTY OF MADISON

On this 8th day of August, 1979, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared the abovesigned, to me known to be the identical persons named in the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

RECEIVED 1979 NOTARIAL

Roberta C Hall
Notary Public

3

DEDICATION OF PLAT

OF ROLLING ACRES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, does hereby certify I have a proprietorship interest in the following described real estate, my respective interests appearing of record:

> An official plat of the NE¼ of Section 13, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, subject to road easement along the North and East sides thereof and containing 157.27 acres, more or less.

That the subdivision of the above-described real estate as shown by the final plat of Rolling Acres is with the free consent and in accordance with the desire of the undersigned.

Dated this 7th day of August, 1979.

Bernice A Pond

BERNICE A. POND

STATE OF IOWA)
)ss
MADISON COUNTY)

On this 7th day of August,1979, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared the abovesigned, to me known to be the identical person named in the foregoing instrument as the "undersigned", and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

JOHN E. CASPER
MY COMMISSION EXPIRES
9-30-80

John E Casper

John E. Casper, Notary Public

Flander and Casper
ATTORNEYS AT LAW
223 EAST COURT AVENUE
WINTERSET, IOWA 50273

LEONARD M. FLANDER
JOHN E. CASPER

AREA CODE 515
TELEPHONE 462-4912

April 19, 1979

Mr. Chet Chickering
Darling & Chickering
53 Jefferson Street
Winterset, Iowa 50273

Re: Pond - Hobbs Real Estate Installment Contract

Dear Chet:

Bernice Pond and I have now had an opportunity to discuss the proposed platting of a portion of the real estate being purchased by Douglas W. Hobbs. Mrs. Pond would agree to provide your client with the necessary consents under Iowa Code Chapter 409 on the following terms and conditions:

1. First, we would want the opportunity to review the engineer's preliminary plat and specifications for this development;

2. Under the original purchase contract, the individual lots would be ten (10) acres in size and the seller would upon sale be entitled to receive from the buyer the greater of $10,000.00 or sixty percent (60%) of the total purchase price for each ten (10) acre lot. The seller is obligated to tender buyer a deed at that time.

3. In the event of a installment sales contract of a ten (10) acre lot, Douglas Hobbs would pay Bernice Pond her prorata share of such principal as the same is received by Mr. Hobbs. We would expect to receive a true copy of each and every installment sales contract.

4. It is our understanding that one ten (10) acre lot has already been sold on an installment contract basis. Mrs. Pond has received no principal whatsoever from this sale. We would expect that Mrs. Pond's prorata share of this principal be made current to date. In this regard, we would request that we be furnished a true copy of this real estate installment contract.

It is our understanding under the original sales contract between these parties that in the event of sale of a ten (10) acre lot, buyer shall pay seller the greater of $10,000.00 on principal or sixty percent (60%) of the purchase price of the lot. These principal payments are due when the contract is executed and the principal payments are received from the third party contract purchaser. To date, Mr. Hobbs has not complied by tender of the prorata share of the

principal received on the installment contract. As a result, consent will be withheld on the platting until this matter is resolved.

Sincerely,

FLANDER AND CASPER

John E Casper

John E. Casper
JEC:sd
cc: Bernice Pond

DARLING & CHICKERING
ATTORNEYS AT LAW
53 JEFFERSON STREET
WINTERSET, IOWA 50273

GORDON K. DARLING
CHET R. CHICKERING
GORDON K. DARLING, JR.

AREA CODE 515
TELEPHONE
462-2442
DES MOINES AREA
TELEPHONE
996-2536

July 13, 1979

Mr. Douglas W. Hobbs
305 Corene
Waukee, Iowa 50263

Dear Mr. Hobbs:

I have this day completed examination of Abstract of Title #8182 and numerous continuations thereto pertaining to the following described real estate, to-wit:

> The Northeast Fractional Quarter (¼) of Section Thirteen (13), in Township Seventy-seven (77), North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, except the West 330 feet of the North 1320 feet thereof,

which Abstract has been certified and continued to 2 Jul 79 at 8:00 o'clock A.M. by the Security Loan and Abstract Company Winterset, Iowa.

On the basis of this examination I find merchantable title to the above described real estate to be in

BERNICE A. POND

subject to the following:

1. The above described real estate was sold on contract by Roy L. Pond (now deceased) and Bernice A. Pond, husband and wife, sellers, to Douglas W. Hobbs and Carol K. Hobbs, husband and wife, buyers, dated 22 Nov 72, recorded 27 Nov 72, at Deed Record 102, Page 613.

2. Douglas W. Hobbs and Carol K. Hobbs are now divorced (21 Sep 73) and pursuant to the divorce Decree Douglas W. Hobbs was awarded the real estate described above. Additionally Carol K. Hobbs also executed a Quit Claim Deed to Douglas W. Hobbs concerning the real estate described above which was dated 1 Oct 73, recorded 23 Oct 73, at Deed Record 103, Page 369.

3. The above described real estate is situated within the Badger Creek Watershed Soil Conservation Sub-District which proceeding is filed of record at Miscellaneous Records 26, Page 549, 1 Jul 60.

4. The above described real estate is subject to an easement executed by Roy L. Pond and Bernice A. Pond in favor of the Madison County Soil Conservation District of Winterset, Iowa, its successors and assigns, dated 8 Jun 65, recorded 15 Jun 65, at Deed Record 92, Page 613. This easement was given for the purpose of implementing the Badger Creek Watershed. It is concerned with the flowage of water in, over, upon or through the above described real estate.

5. The above described real estate is also subject to an easement executed by Roy L. Pond and Bernice A. Bond in favor of Madison County, Iowa, dated and recorded 20 Apr 70, at Deed Record 98, Page 239. This easement granted a portion of the above described real estate to Madison County for use as a public highway.

6. The above described real estate is affected by a joint public improvement agreement executed by the City of Van Meter, Iowa, and Jefferson Township, recorded 22 Mar 78, at Miscellaneous Records 31, Page 761. The purpose of the agreement is to provide for the joint exercise of respective powers of the City and the Township in connection with the overall cost of purchasing additional equipment for the City's fire department which serves the Township.

7. All current real estate tax is shown paid in full. Real estate tax payable in the fiscal year beginning 1 Jul 79 are not yet published. Special assessment for Badger Creek Watershed, payable in the fiscal year beginning 1 Jul 79, is unpaid in the amount of $22.39.

8. The above described real estate is subject to a comprehensive zoning ordinance enacted by Madison County, Iowa. Maps accompanying said ordinance depict the real estate above as agricultural land on which is located two one-family farm residences, comprehensively zoned for agricultural purposes.

Yours truly,

DARLING & CHICKERING

Clark R. Chickering

BY
CRC:ke

MADISON COUNTY TREASURER'S CERTIFICATE

I, the undersigned, Esther Frank, do hereby certify that I am the County Treasurer of Madison County, State of Iowa, and I do further certify that there are no unpaid taxes or unredeemed tax sales against any of the land embraced in the plat of "ROLLING ACRES", a subdivision in Madison County, Iowa, which plat is attached hereto.

Dated at Winterset, Iowa, this 13 day of September, 1979.

IOWA (SEAL)

Esther J. Frank
Esther Frank, Treasurer of Madison County, Iowa

MADISON COUNTY RECORDER'S CERTIFICATE

I, the undersigned, Mary E. Welty, do hereby certify that I am the County Recorder of the County of Madison, State of Iowa, and I do further certify that the legal title in fee simple of the land embraced in the plat of "ROLLING ACRES", a subdivision in Madison County, Iowa, which plat is hereto attached, is vested in BERNICE A. POND, and the equitable title thereto is vested in DOUGLAS W. HOBBS, and that the same is free from encumbrances as appears from the records in my office and is subject only to those easements and agreements set forth in the title opinion therefor of date 13 July 1979 which appear of record.

Dated at Winterset, Iowa, this 13 day of September, 1979.

(SEAL)

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

CLERK OF THE MADISON COUNTY DISTRICT COURT'S CERTIFICATE

I, the undersigned, Margaret Wheeler, do hereby certify that I am the Clerk of the District Court of the State of Iowa, in and for Madison County, and I do further certify that the land embraced within the plat of "ROLLING ACRES:, a subdivision in Madison County, Iowa, which plat is attached hereto is free from all judgments, attachments, mechanics or other liens as appears from the records in my office.

Dated at Winterset, Iowa, this 13 day of September 1979.

SEAL OF MADISON COUNTY (SEAL)

Margaret Wheeler
Margaret Wheeler, Clerk of the District Court of the State of Iowa in and for Madison County

RESTRICTIVE COVENANTS

FOR

ROLLING ACRES, a Subdivision in

Madison County, Iowa

THIS DECLARATION, is made by Douglas W. Hobbs and Susan Lynn Hobbs.

WITNESSETH:

That for the mutual benefit of the undersigned present equitable owners and all of the future owners of all of the lots in Rolling Acres, a Subdivision in Madison County, Iowa, and of future owners of said lots, the undersigned do hereby declare and bind themselves, their heirs, guarantees, transferees, executors, and legal representatives in the ownership of all of the lots in Rolling Acres, a Subdivision in Madison County, Iowa, legally described as:

> An official plat of the NE¼ of Section 13, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, except the West 330.00 Feet of the North 1320.00 Feet; and except the East 288.35 Feet of the North 186.00 Feet thereof, subject to road easement along the North and East sides thereof and containing 145.97 acres, more or less.

to the following protective covenants and that they shall run with the land and shall be binding upon all owners thereof so long as said covenants remain in force and effect, to-wit:

1. With the exception of Lots 6 and 7 all lots shall be used exclusively for single-family residential purposes, conventional guest houses, child's houses, residential garages, hobby facilities or other similar structures; and no other uses shall be permitted. Subject to paragraphs 8A and 13 no trailer, mobile home, basement, tent, garage, or other similar structure shall be used as a temporary or permanent residence, nor shall any residence of a temporary nature be permitted. Likewise no more than one residence per lot shall be permitted. No structure shall be moved onto any lot within the subdivision.

2. No lot within the subdivision may be further subdivided except that a lot may be divided and sold to or with adjoining lots to increase their size.

3. No noxious or offensive activity shall be carried on on any lot which activity is a nuisance to the neighborhood.

4. No debris, junk or unsightly accumulation of materials shall be allowed to remain on the premises of any lot.

5. A house is presently situated on lot 7 and said lots shall be deemed to be in compliance with all of the restrictive covenants herein enumerated. At such time in the future if ever, the present house situated on lot 7 should be removed or replaced for any reason then at that time the construction upon said lots must meet and be in compliance with the restrictive covenants herein enumerated.

6. Lot Number 14 is specifically excluded from the requirements of paragraph 2 set forth above.

7. All agricultural livestock as well as domestic animals are permitted upon any lot in the subdivision but their use must be such so as not to constitute a nuisance to the owners of other lots within the subdivision. Under no circumstance will a hog confinement operation be allowed.

8. Each lot owner shall keep mowed and trimmed the property immediately surrounding the residence which has been built.

8A. A horse breeding and training operation is contemplated for lot 6 and said lot is exempted from all covenants herein inconsistent therewith.

9. A perpetual easement of ten foot in width along all interior lot lines on Lots Number 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, adjacent to the platted street of the subdivision are expressly granted to all applicable utility companies for all utility installations and maintenance thereof. A similar easement is granted along the northern boundary of Lots 1, 2, 3, 4, 5, and 6 and the eastern boundary of Lots 7 and 8. See subdivision plat.

10. In order that each dwelling and structure built within the subdivision be in harmony and compatible with other dwellings and structures therein, and with the location, terrain, and quality objectives of and for the subdivision, the following requirements shall be met and followed:

> Minimum floor areas for dwellings shall be:
> (1) Dwellings of one(1) story only shall be built to a size of at least 1,200 feet of floor area, at or above grade level.
> (2) Dwellings with two(2) or more levels shall have at least 1,000 square feet on one level and have a combined floor area for all such levels of at least 1,200 square feet.
>
> (NOTE:) All floor areas refer to the levels provided as living accommodations, exclusive of garages, breezeways, attics, or utility basements. Measurements shall be taken to the outside of the finished walls. A utility basement shall be defined as an area not used for living purposes but solely for furnace, laundry equipment, storage, or related utility uses.)

11. At the time any house is constructed or erected upon any lot within the subdivision the lot owner shall cause to be constructed and installed at least one all-weather private driveway connecting the house with a main road of the subdivision or a County.

12. If any lot owner decides to erect an interior fence upon his lot, the total cost of the installation of such fence shall be born by said lot owner as well as the cost of all future maintenance of such fence. No adjoining lot owner shall be required to participate in the cost of the erection or maintenance of any interior fence. Any interior fence erected shall be the sole property of the lot owner erecting the same 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 the erection and maintenance of a common interior fence; however, for any such common interior fence agreement to be binding and enforceable upon future lot owners such fencing agreement must be in writing and filed of record in the Madison County Recorder's Office in order to apprise prospective purchasers of their obligations with respect to such interior fencing.

13. 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.

14. The operation and maintenance of the main road of the subdivision, designated Lot A, and any other common features shall be as herein provided:

> (A) The owners of Lots 9-20 shall participate in a prorata share (1/12) of the costs of the operation and maintenance of the road as soon as equitable or legal title to the lot is acquired. The owner(s) of each of these 12

lots shall be entitled to one vote for each lot owned relative to matters pertaining to the road. The owner(s) of each of these 12 lots shall bear a 1/12 share of the cost of operating or maintaining the main road of the subdivision.

If at any time in the future Lot 14 is further subdivided than at the time said subdivision becomes officially recorded in the Madison County Recorder's Office the preceding paragraph shall be automatically changed to include the additional lot owners of each of the lots lying within the subdivision of Lot 14.

(B) There is no common water system available for use within Rolling Acres and it shall be the responsibility of each lot owner to provide water at the owner's expense to the owner's lot. Each lot owner shall maintain his own water system and the cost of repair or replacement of the same shall be the sole responsibility of the lot owner.

(C) The cost of the operation and maintenance of the driveway to Lot No. 4 shall be the responsibility of the owner(s) of Lots 3, 4, and 5 collectively. The cost of the operation and maintenance of the west half of the access road situated on Lot 4 providing access to Lot 3 shall be the sole responsibility of the owner(s) of Lot 3. The cost of the operation and maintenance of the east half of the access road situated on Lot 4 providing access to Lot 5 shall be the sole responsibility of the owner(s) of Lot 5.

(D) There is no common sewage system available for use within Rolling Acres Subdivision and it shall be the responsibility of each of the owners of the respective lots within the subdivision to provide a septic tank for use with the residence constructed upon each lot.

(E) Each lot owner agrees to be bound by the operation and maintenance program agreement, assessment and rules established herein for Rolling Acres, a subdivision within Madison County, Iowa.

(1) The owners of a majority of all of the lots within Rolling Acres Subdivision eligible to vote upon a given matter may determine the operation and maintenance that shall be done in any particular area, and they may designate one or more persons to be responsible for seeing that such action is carried out.

(2) In the voting on any issue upon which a vote is allowed or required, the owner(s) of the equitable or legal title of each eligible lot shall be entitled to one vote for each such lot owned by said owner(s).

(3) For the purpose of these covenants, the terms "operating and maintenance costs" shall include all those normal costs, including capital improvements made to the road and including but not limited to a complete replacement of the road providing such costs are reasonable and necessary. The owners of those lots eligible for use of the respective roads shall provide whatever insurance coverage they deem desirable all as agreed upon by a majority of the lot owners eligible to vote upon the cost of operation and maintenance of the respective roads.

(4) It shall be the obligation of each lot owner to protect and preserve the subdivision roads and to limit use thereof for typical residence purposes only.

(5) In the event that any owner fails to pay his share of the costs of the maintenance or operation of the respective roads as provided herein within thirty (30) days after demand and the other lot owners pay the same, the lot owners paying shall have the right to bring suit to establish the amount owed. The amount established plus the Court costs shall automatically constitute a lien on the real estate owned by the delinquent party. Such lien may be established by lis pendens.

(6) No lot owner(s) may assign or transfer his interest or any part thereof in the roadway (Lot A) or the access road situated on Lot 4, to anyone other than a bonifide purchaser of all of one of the lots within Rolling Acres.

(7) A majority vote of the eligible votes shall be required to pave any road within the platted subdivision. In this event all lot owners, including those not voting or voting against shall pay their prorata share of the costs arising therefrom.

15. Except as otherwise provided, the use and occupancy of this Subdivision shall be governed by the laws and regulations of the legal jurisdiction within which it lies.

16. These covenants shall run with the land and shall be binding on all of the parties and all persons claiming under them until the 1st day of July, 2029, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the then owners of a majority of the lots within Rolling Acres, it is agreed to change the said covenants in whole or in part.

17. If the owners of any lots or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots within the Subdivision to prosecute any proceedings at law or in equity against such person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

18. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated at Winterset, Iowa, this 2nd day of October, 1979.

Douglas W. Hobbs

Susan Lynn Hobbs

On this 2nd day of October, 1979, Douglas W. Hobbs and Susan L. Hobbs, to me known to be the identical persons named in and who executed the foregoing instrument, acknowledged to me that they executed the same as their voluntary act and deed.

Chet R. Chickering
Notary Public for Iowa
Madison County

CHET R. CHICKERING
30 SEP 80

RESOLUTION APPROVING FINAL PLAT

OF THE ROLLING ACRES PLAT

WHEREAS, there was filed in the office of the Madison County Zoning Administrator a registered Land Surveyor's plat of proposed subdivison known as Rolling Acres Plat; and

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

> An official plat of the NE¼ of Section 13, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, except the West 330.00 feet of the North 1320.00 feet, and except the East 288.35 feet of the North 186.00 feet thereof, subject to road easement along the North and East sides thereof and containing 145.97 acres, more or less.

WHEREAS, there was also filed with said plat a dedication of said plat containing a statement to the effect that the subdivison as it appears on the plat is with the free consent in accordance with the desire of the proprietors, Douglas W. Hobbs and Susan Lynn Hobbs; and

WHEREAS, said plat was accompanied by a complete abstract of title and an opinion from an attorney at law showing that the fee title is in said proprietors and that the platted land is free from emcumbrance, and a certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes, and the Clerk of District Court of Madison County, Iowa, that it is free from all judgements, attachments, mechanics or other liens, and from the Recorder of Madison County, Iowa, that the title in fee is in said proprietors and that it is free from emcumbrance; and

WHEREAS, said subdivison and plat have been approved by the Madison County Zoning Administrator and the Madison County Zoning Commission; and

WHEREAS, the Board of Supervisors of Madison County, Iowa, find that said plat conforms to the provisions of the Madison County Zoning Ordinance, and that the plat, papers and documents presented therewith should be approved by the Board of Supervisors and said plat, known as Rolling Acres Plat should be approved by the Board of Supervisors of Madison County, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Madison County, Iowa;

1. That said plat known as Rolling Acres Plat prepared in connection with said plat and subdivison are hereby approved.
2. The Madison County Zoning Administrator 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 this 22nd day of October, 1979, in Winterset, Iowa.

Phillip Corkrean, Chairman
Madison County Board of Supervisors

ATTEST:

George Abrahams, Madison County Auditor

PLAT AND CERTIFICATE

FOR ROLLING ACRES SUBDIVISON PLAT

I, Jerry K. Trevillyan, Madison County Zoning Administrator, do hereby certify that the plat to which this certificate is attached is a plat of a subdivison know to designate as Rolling Acres Plat and that the real estate comprising said plat is described as follows:

> An official plat of the NE¼ of Section 13, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, except the West 330.00 feet of the North 1320.00 feet; and except the East 288.35 feet of the North 186.00 feet thereof, subject to the road easement along the North and East sides thereof and containing 145.97 acres, more or less.

I do further certify that the 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 Rolling Acres Plat.
2. Attorney's Opinion
3. Certificate of County Treasurer of Madison County, Iowa.
4. Certificate of Recorder of Madison County, Iowa.
5. Certificate of Clerk of District Court of Madison County, Iowa.
6. Resolution of the Madison County Board of Supervisors approving said plat.

All of which is duly certified in accordance with the Madison County Subdivison Ordinance.

Dated this 22nd day of October 1979.

Jerry K. Trevillyan

Jerry K. Trevillyan
Madison County
Zoning Administrator

STATE OF IOWA :
: ss
MADISON COUNTY:

On this 22 day of October, 1979, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared, Jerry K. Trevillyan, Madison County Zoning Administrator, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledge that he executed the same as his voluntary act and deed.

SEAL IOWA DISTRICT COURT MADISON COUNTY

Margaret K. Wheeler

Clerk in and for the State of Iowa.

DEED REC. 109

FINAL PLAT

ROLLING ACRES

LEGAL DESCRIPTION

AN OFFICIAL PLAT OF THE NE¼ OF SECTION 13, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5TH P. M., MADISON COUNTY, IOWA, EXCEPT THE WEST 330.00 FEET OF THE NORTH 1320.00 FEET; AND EXCEPT THE EAST 288.35 FEET OF THE NORTH 186.00 FEET THEREOF, SUBJECT TO ROAD EASEMENT ALONG THE NORTH AND EAST SIDES THEREOF AND CONTAINING 145.97 ACRES, MORE OR LESS.

DOUGLAS HOBBS
WAUKEE, IOWA
(OWNER & DEVELOPER)

J. B. LUDDEN
(ADJ. OWNER)

GERTRYAL SPANGLER
(ADJ. OWNER)

T. P. HANRAHAN
(ADJ. OWNER)

K.C. THATCHER
(ADJ. OWNER)

MAX OSWALT
(ADJ. OWNER)

NW CORNER NE ¼ SEC. 13-77-26 (+ or - MEAS.)

NE CORNER SEC. 13-77-26

E ¼ CORNER SEC 13-77-26 (Set 1/2")

CENTER OF SEC 13-77-26

ROAD RIGHT-OF-WAY (CONC. PAVT.)

CENTERLINE MADISON COUNTY ROAD G-14

ROAD RIGHT-OF-WAY

50' BUILDING SETBACK LINE

ROAD RIGHT-OF-WAY

PRIVATE ROAD

COTA

O/H ELEC. & U.G. TEL.

O/H ELEC. & UNDERGR. TEL.

S 85°00' 00"W 2268.35

N 85°00' 00"E 1174.58

S 85°00' 00"W 613.58

N 84° 58' 00"E 945.61

S 84° 58' 00"W 298.75

N 84° 58' 00"E 1013.80

2588.80

1321.75

1320.00

264.00

2641.00

472.50

849.25

826.42

826.34

563.53

556.00

354.00

966.00

780.00

694.16

720.08

402.50

450.00

367.00

291.00

342.00

300.00

275.00

330.00

268.35

186.00

107.25

395.56

219.30

614.86

205.00

201.06

210.91

189.12

120.39

91.71

62.00

LOT 1 2.11 AC.

LOT 2 2.11 AC.

(1) 10.0 AC.
(2) 10.0 AC.
(3) 10.0 AC.
(4) 10.0 AC.
(5) 10.0 AC.
(6) 5.32 AC.
(7) 7.08 AC.
(8) 5.0 AC.
(9) 3.51 AC.
(10) 3.50 AC.
(11) 5.45 AC.
(12) 5.01 AC.
(13) 5.01 AC.
(14) 22.7 AC.
(15) 10.9 AC
(16) 3.75 AC.
(17) 3.01 AC.
(18) 4.18 AC.
(19) 4.89 AC.
(20) 4.55 AC.

CURVE DATA
Δ-50° 23' 05"
D-26° 38' 30"
T-101.17'
R-215.06'
L-189.12'

CURVE DATA
Δ-50° 25' 06"
D-20° 56' 23"
T-128.81'
R-273.63'
L-240.78'

CURVE DATA
Δ-50° 23' 05"
D-17° 58' 54"
T-150.00'
R-318.63'
L-280.39'

CURVE DATA
Δ-50° 22' 00"
D-35° 41' 25"
T-80.00'
R-170.06'
L-149.55'

SCALE 1" = 200'
50 100 100 50

WATER SUPPLY BY INDIVIDUAL WELLS
SEWAGE DISPOSAL BY SEPTIC TANKS
ZONING CLASSIFICATION—RURAL ESTATES SUBDIVISION "A" AGRICULTURE DISTRICT.

LEGEND:
O-IRON PINS W/CAPS TO BE SET BY JAN. 1, 1981.
Δ-LAND CORNERS

JOHN R. BARKER 5143 IOWA LAND SURVEYOR

John R. Barker Aug. 1 1979

VICINITY SKETCH

FINAL PLAT
ROLLING ACRES

SCALE 1" = 200' | APPROVED BY: | DRAWN BY JRB
DATE AUG. 1979 | REVISED
DRAWING NUMBER