



Document 2019 389

Book 2019 Page 389 Type 06 044 Pages 23

Date 1/30/2019 Time 12:54:26PM

Rec Amt \$117.00 Aud Amt \$5.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Type of Document

PREPARER INFORMATION: (name, address, phone number)

Zoning Office for MJM Real Estate LLC.

Contact person is Jared Rogers 515-269-3401

TAXPAYER INFORMATION: (name and mailing address)

Mjm Real Estate Development, LLC

3011 5th Ave S.

Fort Dodge, IA 50501

RETURN DOCUMENT TO: (name and mailing address)

Mjm Real Estate Development, LLC

3011 5th Ave S.

Fort Dodge, IA 50501

GRANTOR: (name)

GRANTEE: (name)

LEGAL DESCRIPTION: (if applicable)

Southeast Quarter (1/4) of the Southwest Quarter (1/4) and the South 20 feet of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West (Jefferson township)..

Document or instrument of associated documents previously recorded:

(if applicable)

**PLAT AND CERTIFICATE
FOR THE FARM AT BADGER CREEK SUBDIVISION,
MADISON COUNTY, IOWA**

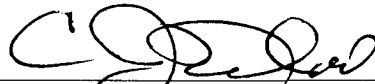
I, C. J. Nicholl, Zoning Administrator of Madison County, Iowa, do hereby certify that the plat to which this certificate is attached is a plat of a subdivision known and designated as The Farm at Badger Creek Subdivision, and that the real estate comprising said plat is described as follows:

The Southeast Quarter (1/4) of the Southwest Quarter (1/4) and the South 20 feet of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

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. Consent to Plat;
3. Certificate from County Treasurer;
4. Resolution of the Board of Supervisors of Madison County, Iowa, approving said plat;
5. Agreement with County Engineer; and
6. Ground Water Statement;
7. Madison County Soil and Water Conservation District Land Disturbing Activity Affidavit;
8. Consent of County Auditor to subdivision name;
9. Fence Affidavit.


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



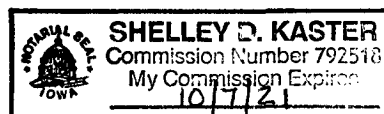
C. J. Nicholl, Zoning Administrator of Madison
County, Iowa

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 30th day of January, 2019, by C.J. Nicholl.



Notary Public in and for said State of Iowa



**DEDICATION OF PLAT
OF
THE FARM AT BADGER CREEK SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

That Martin L. Rogers, Manager of MJM Real Estate Development, LLC, does hereby certify that they are the sole owners and proprietors of the following-described real state:

The Southeast Quarter (1/4) of the Southwest Quarter (1/4) and the South 20 feet of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

That the subdivision of the above-described real estate as shown by the final plat of The Farm at Badger Creek Subdivision is with the free consent and in accordance with the owners' desire as owners of said real estate.

DATED this 19 day of November, 2018.

MJM Real Estate Development, LLC

By Martin L. Rogers
Martin L. Rogers, Manager

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 19 day of November, 2018, by Martin L. Rogers, Manager of MJM Real Estate Development, LLC.



Diana L. Young
Notary Public in and for said State of Iowa

**ATTORNEY'S OPINION FOR FINAL PLAT, THE FARM AT BADGER CREEK
SUBDIVISION**

I, Jerrold B. Oliver, an attorney at law licensed to practice under the laws of the State of Iowa, have examined the abstract of title in one (1) part, last certified to August 29, 2018, at 8:00 A.M., by Madison County Abstract Co., purporting to show the chain of title to the following described real estate, which is the real property contained in Final Plat, The Farm at Badger Creek Subdivision, Madison County, Iowa:

The Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) and the South 20 feet of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.


In my opinion, merchantable title to the above described property is in the names of MJM Real Estate Development, LLC, free and clear of all liens and encumbrances.

The abstract does show the following easements and other matters:

- a. Entry No. 9 shows an Easement to Warren Water District for water pipeline purposes dated November 21, 2000, and filed December 19, 2000, in Deed Record 144, Page 588 of the Recorder's Office of Madison County, Iowa.
- b. Entry No. 18 shows a Declaration of Establishment of Badger Creek Watershed Soil Conservation Subdistrict for the establishment of a subdistrict of a soil conservation district to be known as The Badger Creek Watershed Subdistrict, which includes the real estate under examination.
- c. Entry No. 26 shows Requested Set Bank Footages for Badger Creek Watershed filed by Madison County Soil & Water Conservation District on December 12, 2006, in Book 2006, Page 5157 of the Recorder's Office of Madison County, Iowa. This establishes a setback of 100 feet measured from the centerline of the waterway for a total of 200 feet. No land disturbing act or structures may be within the setback without the approval of the Madison County Soil and Water

Conservation Commission. Amendments are shown at this entry of the abstract, a copy of which are attached hereto.

JORDAN, OLIVER, WALTERS & SMITH, P.C.

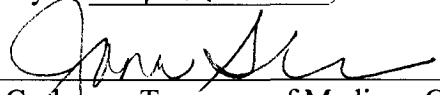
By 
Jerrold B. Oliver
Farmers & Merchants Bank Bldg.
P.O. Box 230
Winterset, Iowa 50273
Telephone: (515) 462-3731

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

I, Jana Corkrean, do hereby certify that I am the duly elected and acting Treasurer of Madison County, Iowa; that I have examined the records in my office, and that there are no unpaid taxes forming a lien against the following-described real estate, to-wit:

The Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) and the South 20 feet of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

DATED at Winterset, Iowa, this 19 day of Nov., 2018.



Jana Corkrean, Treasurer of Madison County,
Iowa

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

The Farm at Badger Creek Subdivision

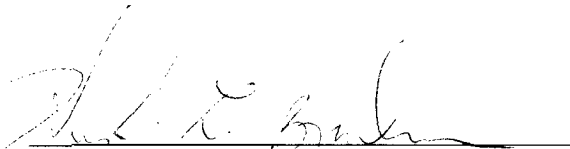
For property located at:

The Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) and the South 20 feet of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

And owned by: MJM Real Estate Development, LLC

Has been approved on the 16th day of November, 2018.

By the Auditor, Madison County, Iowa.



Heidi Burhans, Auditor

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF THE FARM AT BADGER CREEK
MADISON COUNTY, IOWA**

MJM Real Estate Development, LLC., hereinafter referred to as “Declarant”, is now the fee simple owner and record titleholder of the following-described real estate:

The Southeast Quarter (¼) of the Southwest Quarter (¼) and the South 20 feet of the Northeast Quarter (¼) of the Southwest Quarter (¼) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

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

ARTICLE I.

Definitions

Section 1. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, except that a vendee in possession under a recorded contract of sale of any lot shall be considered the owner rather than the contract seller being the owner. Those having an interest merely as security for the performance of an obligation shall not be considered an owner.

Section 2. “Property” shall mean and refer to that certain real property hereinbefore described and such additional real property

Section 3. “Lots” shall mean and refer to the numbered lots as shown upon the Plat of the Property.

ARTICLE II.

Driveway Repair and Maintenance

The owners of Lots 1 and 2 share a common driveway, and the owners of lots 3 and 4 share a common driveway.

The owners of lots 1 and 2 shall each pay or provide equally for the maintenance and repair of the portion of their common driveway from 130th Street to the place where the driveway divides into a driveway for lot 1 and a driveway for lot 2. After this division, each such lot owner shall pay for the maintenance and repair for the driveway for their respective lots.

The owners of lots 3 and 4 shall each pay or provide equally for the maintenance and repair of the portion of their common driveway from 130th Street to the place where the driveway divides into a driveway for lot 3 and a driveway for lot 4. After this division, each such lot owner shall pay for the maintenance and repair for the driveway for their respective lots.

ARTICLE III.

Utilities

Each Owner shall be responsible for payment of all utility services to his Lot, including but not limited to, electricity, water, gas, telephone, sewer services, and cable television services or satellite.

Each Owner shall be responsible for the repair, maintenance and replacement of utility services and lines serving his or her Lot.

ARTICLE IV.

Use of Residential Lots and Restrictions

Section 1. Use and Restrictions. Subject to the provisions of this Declaration, the

following shall govern and restrict the use, occupancy and alienation of lots within The Farm at Badger Creek:

a. Lots within the Subdivision are to be occupied and used only for residential purposes by lot owners and their families, tenants and social guests. No occupant of a lot shall create a nuisance to other occupants or interfere with the peaceable possession of occupation of other lots. There are no restrictions on occupancy or alienation by reason of age, race, sex, religion or physical disability.

b. These general restrictions shall apply to all lots within the Subdivision:

1. All setbacks are shown on the recorded plat.

2. Drainage of storm and surface waters in the plat will be by open surface water drainage courses in true keeping with the rural nature of the property. Each Owner will be responsible for accepting any upstream drainage. The Owner shall not divert drainage from its natural course to another lot without the express written consent of the other Owner. Each Lot Owner agrees to maintain, keep free of weeds and debris and keep in good repair the overland flowage on their lot at their own expense.

3. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or Outbuilding shall be used at any time as a residential dwelling on any lot, either temporarily or permanently.

4. The Owner or person in possession of each Lot, whether vacant or improved, shall keep the same mowed and free of debris.

8. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction, shall be observed. The responsibility of meeting the

requirements of governmental bodies which require maintenance, modification or repair of property shall be the same as the responsibility for the maintenance for the repair of the property concerned.

9. No lot shall be subdivided, partitioned, replatted or in any way divided so as to create more than one parcel of real estate for the purpose of constructing and maintaining a House thereof.

10. No signs of any kind shall be displayed to the public view on any lot, except, signs of not more than six (6) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during construction. Excluded from this provision is subdivision marketing signage as erected by Delcarant, which is specifically allowed.

11. If any lot owner decides to erect a fence upon his lot in conformity to these Conditions, Covenants and Restrictions, the total cost of installation of such fence shall be borne by said lot owner as well as the cost of all future maintenance of the fence. No adjoining lot owner shall be required to participate in the cost of the erection or maintenance of any fence. Any fence erected shall be the sole property of the lot owner and can be removed by such lot owner at his discretion. Nothing in this paragraph shall be deemed to preclude a fencing agreement between adjoining lot owners for erection and maintenance of a common fence; however, for any such common fence agreement to be enforceable upon future lot owners, such fencing agreement must be in writing and filed on record in the Madison County Recorder's office in order to apprise prospective purchasers of their obligations with respect to such fencing. All perimeter fencing is to be

approved in advance by the declarant and shall be designed to complement the esthetics of the development.

12. A lot owner shall have the right to lease or rent the premises owned by such owner provided that Outbuildings shall not be rented separately from the residence located on such lot.

Section 2. Architectural control.

a. No building or structure, fencing, nor any addition or alteration thereof shall be constructed, altered, or maintained on any building lot unless and until detailed plans, specifications, proposals, and site plans (hereinafter collectively referred to as "Plans") shall have been filed in writing and have been approved in writing by the Declarant.

b. Submitted plans shall contain details of design, color scheme, elevation, site grade, fencing, roofing, solar systems, and location of dimensions of structures, walks, driveways, landscaping, yard lights, and mailboxes and shall also state the type of construction, including the submission of proposed external details. The Declarant shall not unreasonably withhold approval of plans submitted pursuant hereto provided, however, that failure to meet covenants, restrictions and conditions contained herein shall be grounds for the Declarant's reasonable disapproval of such plans.

c. Failure of the Declarant to disapprove plans within sixty (60) days of submission of said plans shall be deemed to be approval thereof. The Declarant shall not be liable to anyone in damages who has submitted plans for approval, or to any Owner by reason of mistaken judgment, negligence, or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval of any such plans.

d. Plans approved by the Declarant shall permit the Owner of a building lot to

construct in accordance with said plans and in conformity of the applicable codes. Dirt removal, excavation or construction shall not be commenced until approval therefore has been received from the Declarant.

e. Any deviation in construction on any building lot from approval plan, which in the judgment of the Declarant is of substantial detriment to the appearance of the structure or surrounding area, shall be corrected to conform to the approval plans at the expense of the Owner of the building lot.

f. The Declarant may grant permission to allow reasonable variances from the strict application of the provisions of this Declaration of Covenants, Conditions and Restrictions.

Section 3. Building Type and Area. All single-family homes shall contain a minimum of 1600 square feet of living space exclusive of attached garages, breeze ways, porches and finished basement areas.

a. One-story dwellings must have a ground floor finished area of not less than 1600 square feet.

b. One and one-half story dwellings must have 1600 square feet of finished area on the first floor and a total on the first and second floors of not less than 1800 square feet.

c. Two-story dwellings must have 1100 square feet of finished area on the first floor and a total on the main floor and second floor of not less than 2000 square feet.

Section 4. Design and construction of House and Outbuildings.

a. No mobile home or manufactured home, as defined in the Code of Iowa, or berm house shall be placed upon or erected on any Lot.

b. No House, Outbuilding, or any other structure shall be constructed, altered or maintained on any lot unless it has a driveway running from the street to the home which must be of a sufficient area to park at least two (2) automobiles entirely off the street. All driveways shall be hard surfaced or gravel.

c. All dwellings must have, at a minimum, a double-attached or double-basement garage. In the alternative a triple unattached garage shall be permitted.

d. Any dog run, trash receptacle, or other outside structure of like nature shall be properly screened by reasonable shrubbery or decorative fence to maintain a neat lot appearance.

e. No chain link fence, snow fence or temporary fence of any kind shall be permitted on any lot except that a chain link fence may be permitted around a dog run or tennis court.

j. No towers shall be constructed on any Lot, however, antenna and satellite dishes are permissible, provided that the same are screened in such a fashion so as not to be visible from the road ways or from any other lot, and be 24 inches or less in diameter.

k. Notwithstanding the provisions of this subsection to the contrary, guest houses may be permitted in Outbuildings subject to the approval of the plans of such Outbuildings. No guest house shall be used for permanent living quarters, nor shall any guest house be allowed on a lot which does not have a house erected thereon.

ARTICLE V.

Other Rules and Regulations.

Other Rules and Regulations. The Declarant shall have the authority to amend and adopt reasonable rules and regulations governing the use of the property and such rules shall be

observed and obeyed by the owners, their guests, and licensees. Such rules after being properly adopted shall have the same force and effect as if contained in this Declaration. The initial Rules and Regulations promulgated by the Declarant shall be deemed properly without any formal action.

ARTICLE VI

Remedies

In addition to the remedies to enforce the lien provided in Article VI, the Declarant shall have the right to enforce the provisions of this Declaration and Exhibits hereto, and any Rules and Regulations properly adopted by the Declarant against an individual lot owner or the occupant of any lot. The Declarant shall have the right to proceed at law or in equity to enforce any lien or any of the above items against the lot owner including an action for damages or Injunction and reasonable attorneys fees, and shall have the right to proceed against any tenant or other occupant who is violating any of the Rules and Regulations or provisions of this Declaration. In the event of any default by any lot owner under the terms of this Declaration, the Declarant shall have the right to correct such default and seek reimbursement from the lot owner. Any such costs, damages, or expenses in connection with this paragraph shall be a lien against the lot owner enforceable at law or in equity.

ARTICLE VII

Miscellaneous.

Section 1. Non-Waiver of Provisions. Failure of the Declarant or any Owner to enforce any covenant, condition or restriction of this Declaration, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

Section 2. Severability. Invalidity of a covenant, restriction, agreement, undertaking

or other provision of this Declaration thereto shall not affect the validity of the remaining portions thereof.

Section 3. Covenant running with the Land. The provisions of this Declaration of Covenants, Conditions and Restrictions shall be deemed to be covenants running with the land inuring to the benefit fit and binding upon the parties, their successors and assigns. As long as Declarant owns one or mores lots in the property, Declarant shall have the sole right to amend or add to the Covenants, Conditions or Restrictions. After Declarant owns no lots in the property:

a. No new or additional Covenants, Conditions or Restrictions or amendments shall be added unless a majority of the owners of the lots agree in writing to any such additional Covenants, Conditions or Restrictions.

b. Such majority of lot owners shall have the right to exercise the rights of Declarant set forth in this Declaration.

Dated this 29 day of November, 2018.

MJM Real Estate Development, LLC.

By Martin L. Rogers
Martin L. Rogers, Manager

ZO-RESOLUTION-01-29-19
RESOLUTION APPROVING FINAL PLAT OF
THE FARM AT BADGER CREEK SUBDIVISION
MADISON COUNTY, IOWA

WHEREAS, there was filed in the Office of the Zoning Administrator of Madison County, Iowa, a registered land surveyor's plat of a proposed subdivision known as The Farm at Badger Creek Subdivision; and

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

The Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) and the South 20 feet of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

WHEREAS, there was also filed with said plat a dedication of said plat containing a statement to the effect that the subdivision as it appears on the plat is with the free consent and in accordance with the desire of the proprietors, MJM Real Estate Development, LLC; and

WHEREAS, said plat was accompanied by a complete abstract of title and an opinion from an attorney at law showing that title in fee simple is in said proprietors and that the platted land is free from encumbrance, and Certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes.

WHEREAS, the Board of Supervisors, Madison County, Iowa, finds that said plat conforms to the provisions of the Zoning Ordinance of Madison County, Iowa, and that the plat, papers and documents presented therewith should be approved by the Board of Supervisors, and that said plat, known as The Farm at Badger Creek Subdivision should be approved by the Board of Supervisors, Madison County, Iowa.


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

Iowa:

1. That said plat, known as The Farm at Badger Creek Subdivision prepared in connection with said plat and subdivision is hereby approved.


2. The Zoning Administrator of Madison County, Iowa, is hereby directed to certify this resolution which shall be affixed to said plat to the County Recorder of Madison County, Iowa, and attend to the filing and recording of the plat, papers and documents which should be filed and recorded in connection therewith.

DATED at Winterset, Iowa, this 29th day of January, 2019.


Aaron Price, Chairman

AVE

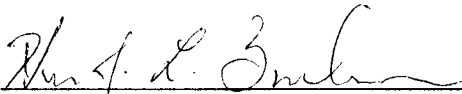
Passed 2-1.


Diane Fitch, Supervisor

NAY


Phillip Clifton, Supervisor

AVE

Attest: 
Heidi L. Burhans, Madison County Auditor

Prepared by: Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273 515/462-3731
Return to: Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273 515/462-3731

AFFIDAVIT

STATE OF IOWA :
: ss
MADISON COUNTY :

I, Martin L. Rogers, Manager of MJM Real Estate Development, LLC, first being duly sworn on oath state that this Affidavit concerns the chain of title to the following described real estate:

The Southeast Quarter (1/4) of the Southwest Quarter (1/4) and the South 20 feet of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

We further state that there is a lawful fence on North, West and East boundary lines of the above described real estate.

MJM REAL ESTATE DEVELOPMENT, LLC

By *Martin L. Rogers*
Martin L. Rogers, Manager

Subscribed and sworn to before me on this 19 day of November, 2018.



Diana L. Young
Notary Public in and for the State of Iowa

**LAND DISTURBING ACTIVITIES
AFFIDAVIT**

STATE OF IOWA :
: SS
MADISON COUNTY :

Pursuant to section 161 A.64, Code of Iowa in consideration for permission to engage in a land disturbing activity as defined in that statute, and recognizing that the agency authorized by that statute to receive and file this affidavit will rely on the statements we make herein, I, Manager of MJM Real Estate Development, LLC, being first duly sworn on oath, do solemnly swear to affirm that:

We do not plan to engage in land disturbing activities upon the following described real estate:

The Southeast Quarter (1/4) of the Southwest Quarter (1/4) and the South 20 feet of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

As owners or occupants of the land described above, we are aware that we must establish and maintain soil conservation practices as necessary to meet the soil loss limits established by the Madison County Soil and Water Conservation District, pursuant to sections 161A.43, and 161A.44, Code of Iowa.

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

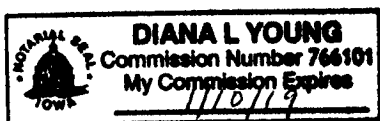
We assume responsibility for all land disturbing activities conducted on this property by us or other people entities we represent. This authority covers only the land and land disturbing activity described above.

We are the owners of the land, and have full authority to enter into this agreement.

MJM REAL ESTATE DEVELOPMENT, LLC

By Martin L. Rogers
Martin L. Rogers, Manager

Subscribed and sworn to before me on this 19 day of November, 2018.



Diana L. Young
Notary Public in and for the State of Iowa

AGREEMENT

This Agreement, made and entered into, by and between, the proprietors of The Farm at Badger Creek Subdivision and Todd Hagan, Madison County Engineer.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The proprietors of The Farm at Badger Creek Subdivision, a Plat of the following described real estate:

The Southeast Quarter (1/4) of the Southwest Quarter (1/4) and the South 20 feet of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

hereby agree that all private roads located within The Farm at Badger Creek Subdivision are private roads and are not being dedicated to Madison County, Iowa. Said proprietors consent and agree that such roads shall not be maintained in any manner by Madison County, Iowa, or the Madison County Engineer's Department.

PROPRIETORS OF THE FARM AT BADGER CREEK SUBDIVISION

By Martin L. Rogers
Martin L. Rogers, Manager of MJM Real Estate
Development, LLC

Todd Hagan
Todd Hagan, Madison County Engineer



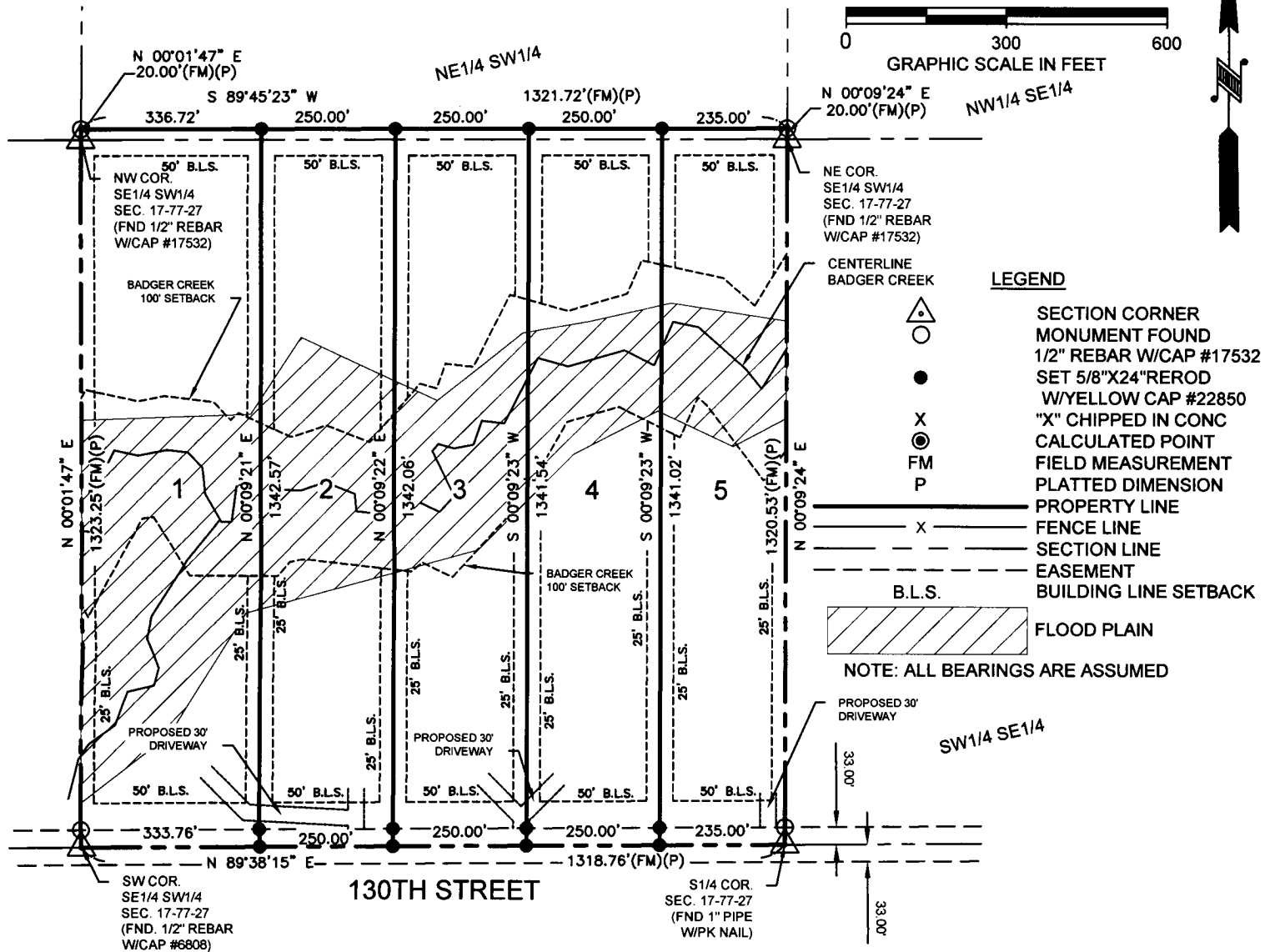
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

INDEX LEGEND	
COUNTY:	MADISON
DESIGNATION:	THE FARM AT BADGER CREEK (MAJOR SUBDIVISION)
LOCATION:	E1/2 SW1/4 SECTION 17, T77N, R27W
SITE ADDRESS:	N/A
PROPRIETOR:	MJM REAL ESTATE DEVELOPMENT, LLC
REQUESTOR:	MJM REAL ESTATE DEVELOPMENT, LLC
SURVEYOR COMPANY:	CENTRAL IOWA SURVEYING, LLC
RETURN TO:	ROBERT B. BILLS, P.O. BOX 67, JEFFERSON, IA 50129 PH: (515) 370-2399

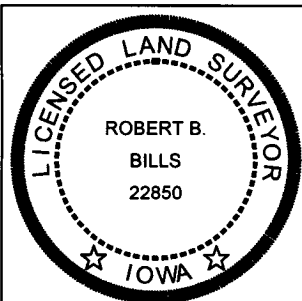


FIELD NOTES:

THE FARM AT BADGER CREEK: MAJOR SUBDIVISION PLAT

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH 20 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, T77N, R27W OF THE 5TH P.M., MADISON COUNTY, IOWA. PREVIOUSLY RECORDED IN BOOK 2018 AT PAGE 772.

THE ABOVE DESCRIBED PARCEL CONTAINS 40.67 ACRES AND IS SUBJECT TO 1.00 ACRES FOR ROAD EASEMENT AND IS SUBJECT TO ANY AND ALL EASEMENTS APPARENT OR OF RECORD AND SHALL HEREAFTER BE KNOWN AS THE FARM AT BADGER CREEK AND SHALL HEREAFTER BE SUBDIVIDED INTO LOTS AS SHOWN ON THE ABOVE PLAT.



I hereby certify that this land surveying document 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.

Signature

Robert B. Bills

Date

License number #22850
My license renewal date is Dec, 31, 2018
Pages or sheets covered by this seal: 1