



BK: 2019 PG: 1100
Recorded: 4/17/2019 at 9:06:05.0 AM
Pages 13
County Recording Fee: \$72.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$75.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

REAL ESTATE CONTRACT-INSTALLMENTS
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Adam Doll, 1009 Main Street, Adel, IA 50003, Phone: (515) 993-4545

Taxpayer Information: (name and complete address)
Michael and Lance Lauterbach, 2576 355th Street, Van Meter, IA 50261

Return Document To: (name and complete address)
Adam Doll, 1009 Main Street, Adel, IA 50003

Grantors:
Neil P. Armstrong

Grantees:
Michael Lauterbach
Lance Lauterbach

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

REAL ESTATE CONTRACT-INSTALLMENTS

IT IS AGREED on, by and between Neil P. Armstrong, a single person, of the County Madison, State of Iowa, Sellers; and Michael Lauterbach and Lance Lauterbach of the County of Dallas, State of Iowa, Buyers;

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described real estate situated in the County of Madison, State of Iowa, to-wit:

12-22-18

Attached to this Real Estate Contract is an aerial pictorial of the real estate being sold. The total acreage being sold is thought to be approximately 51.8 acres but will be confirmed by a survey to be performed at a later date. The purchase price of this property is \$11,000.00 per ~~acre~~ acre and upon completion of the survey the purchase price will be calculated and inserted into paragraph 1 below. The survey will be attached to this Contract as a separate exhibit when it is completed.

ML
LL
NA

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

12-22-18

1. **TOTAL PURCHASE PRICE.** The Buyers agree to pay for said property the total of \$11,000.00 per ~~acre~~ acre which shall be calculated based on the total acreage as shown in a later to be performed survey. ~~Net acres will be shown on the survey and expressly would not include any road right of way.~~ Total for said property based on the attached survey is \$ _____ due and payable at 1074 Quail Ridge Ave., Van Meter, Dallas County, Iowa, as follows:

ML
LL
NA

(a) **DOWN PAYMENT** of \$50,000.00 due on March 1, 2019; and

(b) **BALANCE OF PURCHASE PRICE** shall be amortized over a period of twenty-five years, interest rate of 3%, with annual payments commencing on January 1, 2020 and on each January 1st thereafter until January 1, 2025. Then a payment on March 1, 2026 shall be a balloon payment of all outstanding principal and interest that is due. Upon the survey being performed, the total balance remaining after down payment shall be calculated and inserted into subparagraph C below.

(c) **BALANCE OF PURCHASE PRICE AND ANNUAL PAYMENTS.**

\$ _____ as follows:

- January 1, 2020: \$ _____
- January 1, 2021: \$ _____
- January 1, 2022: \$ _____
- January 1, 2023: \$ _____
- January 1, 2024: \$ _____
- January 1, 2025: \$ _____
- January 1, 2026: \$ _____ (Balloon Payment)

2. **POSSESSION.** Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on March 1, 2019; and thereafter so long as they shall perform the obligations of this contract. Buyers are not taking this property subject to any leases.

3. **TAXES.** Sellers shall give credit to Buyers for the March 1, 2019 real estate tax installment, the September 1, 2019 tax installment and one third (1/3) of the March 1, 2020 tax installment and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. **Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.**

4. **SPECIAL ASSESSMENTS.** Sellers shall pay the special assessments against this property:

(a) ~~Which, if not paid, in the year _____ would become delinquent and all assessments payable prior thereto--~~

(b) Which are a lien thereon as of March 1, 2019.

(c) Including all sewage disposal assessments for overage charge heretofore assessed by any municipality having jurisdiction as of date of possession.

Buyers, except as above stated, shall pay all subsequent special assessments and charges, before they become delinquent.

5. **MORTGAGE.** Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' equity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. **MORTGAGE BY SELLERS.** Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding 50% of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers' then rights in said property. **DEED FOR BUYERS SUBJECT TO MORTGAGE.** If Buyers have reduced the balance of this contract to the amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall receive a deed to said premises; or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage. **ALLOCATED PAYMENTS.** Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. **SELLERS AS TRUSTEES.** Sellers agree that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest

of Sellers or their assigns in said real estate; and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.

6. INSURANCE. Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers as and from said date of possession, shall constantly keep in force insurance, premiums therefore to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Sellers may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in companies to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. Sellers' interest shall be protected in accordance with a standard or union-type loss payable clause. **BUYERS SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLERS** for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

7. CARE OF PROPERTY. Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not use or permit said premises to be used for any illegal purpose.

8. LIENS. No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.

9. ADVANCEMENT BY SELLERS. If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Seller may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see paragraph 5 above.)

10. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

11. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers; (f) Spouse if not titleholder, need not join in any warranties of the deed unless otherwise

stipulated:

12. DEED AND ABSTRACT, BILL OF SALE. If all said sums of money and interest are paid to Sellers during the life of this contract, and all other agreements for performance by Buyers have been complied with, Sellers will execute and deliver to Buyers a warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract and Sellers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association title standards there is a lesser requirement as to period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this contract; or as of such earlier date if and as designated in the next sentence. Sellers shall also pay the cost of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall execute and deliver a Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property and all taxes thereon payable prior thereto.

13. APPROVAL OF ABSTRACT. Buyers have not examined the abstract of title to this property and such abstract is not accepted as of yet. Sellers will immediately have the abstract updated and sent to Buyers' attorney for approval. In the event there are clouds on title that cannot be resolved, then Buyers reserve the right to terminate this Contract and have all money paid on this Contract refunded.

14. FORFEITURE. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

15. FORECLOSURE AND REDEMPTION. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of

rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings: all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successor in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

16. ATTORNEY'S FEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Sellers, or in any other case permitted by law in which attorney's fees may be collected from Buyers, or imposed upon them, or upon the above described property, Buyers agree to pay reasonable attorney's fees.

17. ASSIGNMENT. In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.

18. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such personal property shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereto against all such personal property.

19. CONSTRUCTION. Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter

gender, according to the context. See paragraph 11 above, for construction of the word "Sellers."

20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

21. RIGHT OF FIRST REFUSAL. An integral and necessary part of the consideration being given to Buyers in this transaction is a right of first refusal on certain property adjacent to the subject property of this Real Estate Installment Contract. In this Real Estate Installment Contract the Buyers are purchasing a portion of Madison County Assessor parcel number 111020264011000 which is legally described as the Northwest Quarter of the Southwest Quarter except 6.03 acres in the Northwest Corner and except the South 240 feet of the North 520 feet of the West 938 feet. And also Madison County tax parcel 111020266000000. This right of first refusal extends to both of these parcels in favor of Buyers and is shown on the attached Exhibit. The approximate acreage of this right of first refusal is 48 acres, m/l. The terms of the right of first refusal are as follows:

During the term of the agreement, before Sellers may sell the aforementioned real estate to a third party, Sellers shall first offer the real estate to Buyers on the same terms and conditions as are offered by the third party. Sellers shall provide such notice in written format to Buyers. Buyers shall have thirty days during which to accept said offer. If Buyers do not accept said offer within said period, Sellers shall then be free to accept the third-party's offer. If Sellers do not enter into an agreement with the third party on said terms and conditions and close the transaction within ninety days, Sellers right to sell the real estate to the third party shall expire and the procedure described in this section shall again be applicable. This paragraph shall expressly survive the closing and shall bind Sellers and Sellers' heirs, successors, and/or assigns. Buyers and Seller shall sign a separate agreement regarding this right of first refusal incorporating these terms to be filed with the Madison County Recorder.

22. UNDERGROUND DRAINAGE TILES. The real estate which Buyers are purchasing herein from Sellers has underground drainage tile lines. The tile lines extend West over property that Seller will retain ownership. The Seller retained land is shown on the attached Exhibit for the previously described right of first refusal. There is no current map of the tile lines. Sellers hereby grant to Buyers an easement over Sellers property as shown in the Right of First Refusal Exhibit attached hereto so that the tiles lines remain intact and are available to drain property Buyer is purchasing. Buyer shall be entitled to use said drainage tiles for drainage purposes and also may enter onto Sellers property for the purpose of inspecting, maintaining, replacing, or repairing any such existing tile lines. Buyers and Sellers shall execute a separate easement document restating this language that shall be filed with the Madison County Recorder's office which shall be indexed to Sellers' retained property.

Neil P. Armstrong

Neil P. Armstrong, Seller
1074 Quail Ridge Ave.
Van Meter, IA 50261

Michael Lauterbach

Michael Lauterbach, Buyer
25800 355th St
Van Meter, IA 50261

Lance Lauterbach

Lance Lauterbach, Buyer
2576 355th Street
Van Meter, IA 50261

STATE OF IOWA, COUNTY OF Dallas

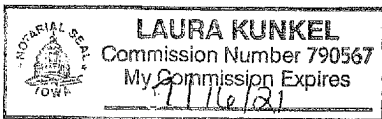
This instrument was acknowledged before me on Dec 24th 2018, by
Neil P. Armstrong.



Laura Kunkel
Signature of Notary Public

STATE OF IOWA, COUNTY OF Dallas

This instrument was acknowledged before me on Dec 24 2018, by
Michael Lauterbach.



Laura Kunkel
Signature of Notary Public

STATE OF IOWA, COUNTY OF Dallas

This instrument was acknowledged before me on Dec 24 2018, by
Lance Lauterbach.



Laura Kunkel
Signature of Notary Public

Real Estate Being Sold



Right of First Refusal Real Estate



INDEX LEGEND

LOCATION: SW1/4 SEC 2-177N-R27W
REQUESTOR: MICHAEL LAUTERBACH
PROPRIETOR: NEIL P. ARMSTRONG
VAN METER, IOWA 50261
SURVEYOR: LOUIS M. KELEHAN
COMPANY: CIVIL DESIGN ADVANTAGE
RETURN TO: CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-369-4400

PLAT OF SURVEY

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA, 50111 PH: 369-4400 FAX: 369-4410
BK: 2019 PG: 851
Recorded: 3/21/2019 at 8:46:30.0 AM
Pages 2
County Recording Fee: \$12.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$15.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

OWNER

NEIL P. ARMSTRONG
1074 QUAIL RIDGE AVENUE
VAN METER, IOWA 50261

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-369-4400

DATE OF SURVEY

MARCH, 2019

NOTES

- NO EASEMENT DOCUMENT WAS FOUND FOR THE 100' STREET ROADWAY EASEMENT SHOWN IS BASED ON THE CONTRACT DATED MAY 9, 1950 BETWEEN TRINDLE ET AL AND MADISON COUNTY ROADWAY PLANS (PROJECT NO. 5C-1121).
NO EASEMENT DOCUMENT WAS FOUND FOR THE 100' QUAIL RIDGE AVENUE EASEMENT SHOWN IS BASED ON THE CONTRACT DATED MARCH 23, 1960 BETWEEN JOHN L. & GLADYS OPAL ARMSTRONG AND MADISON COUNTY ROADWAY PLANS (PROJECT NO. S-28532).
- NO EASEMENT DOCUMENT WAS FOUND FOR THE 100' QUAIL RIDGE AVENUE EASEMENT SHOWN IS BASED ON THE CONTRACT DATED MARCH 23, 1960 BETWEEN JOHN L. & GLADYS OPAL ARMSTRONG AND MADISON COUNTY ROADWAY PLANS (PROJECT NO. S-28532).

LEGEND

SECTION CORNER AS NOTED (UNLESS OTHERWISE NOTED)	FOUND	SET
1/2" REBAR, YELLOW CAP #18660	▲	△
PLATTED BEARING & DISTANCE	●	○
MEASURED BEARING & DISTANCE	P	
RECORDED BEARING & DISTANCE	M	
COUNTY ROADWAY PLAN	R	
CENTERLINE	CRP	
SECTION LINE	---	
EASEMENT LINE	---	
PROPERTY BOUNDARY	---	

PARCEL 'B' LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 77 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN MADISON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 2, SAID POINT ALSO BEING ON THE CENTERLINE OF QUAIL RIDGE AVENUE, THENCE SOUTH 2°46'15" WEST ALONG SAID CENTERLINE, 834.84 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID CENTERLINE AND WESTERLY ALONG EAST LINE OF SAID SECTION 2, 277.03 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID CENTERLINE, 276.35 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID CENTERLINE, 167.00 FEET; THENCE SOUTHERLY CONTINUING ALONG SAID CENTERLINE AND A CURVE CONVEX WESTERLY WHOSE RADIUS IS 1146.00 FEET, WHOSE ARC LENGTH IS 117.80 FEET AND WHOSE CHORD BEARS SOUTH 8°08'05" EAST, 117.75 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 89°43'13" WEST ALONG SAID NORTH LINE, 1315.55 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 480.00 FEET; THENCE NORTH 86°30'46" WEST, 86.00 FEET; THENCE NORTH 70°11'59" WEST, 88.00 FEET; THENCE NORTH 42°01'44" WEST, 80.00 FEET; THENCE NORTH 26°30'49" WEST, 146.00 FEET; THENCE NORTH 11°57'33" WEST, 175.00 FEET; THENCE NORTH 7°53'32" EAST, 498.00 FEET; THENCE NORTH 14°52'28" WEST, 143.00 FEET; THENCE NORTH 22°54'56" WEST, 265.50 FEET TO THE SOUTHEAST CORNER OF THE NORTH 520.0 FEET OF THE WEST 208.00 FEET OF SAID SECTION 2; THENCE NORTH 04°10'00" WEST ALONG THE SOUTHWEST QUARTER OF SAID SECTION 2, 520.03 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 89°58'15" EAST ALONG SAID NORTH LINE, 1700.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 51.78 ACRES (2,255,554 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AREA SUMMARY

	GROSS AREA (ACRES)	ROADWAY EASEMENT AREA (ACRES)	NET AREA (ACRES)
NW1/4 SW1/4	9.89	0.35	9.54
NE1/4 SW1/4	38.97	2.26	36.71
SW1/4 SW1/4	2.92	2.81	0.11
TOTAL	51.78	2.81	49.17



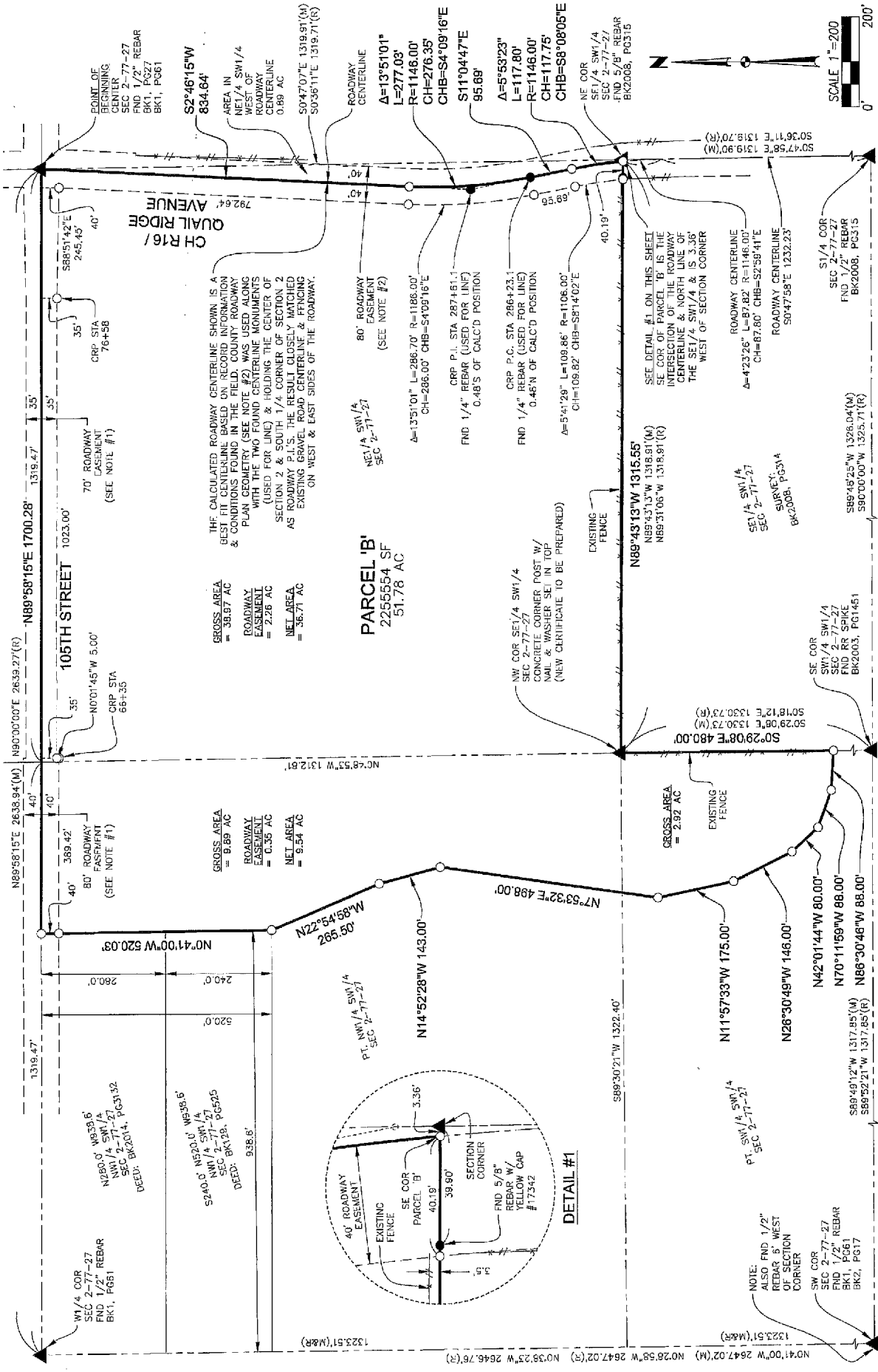
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Louis M. Kelehan
LOUIS M. KELEHAN, P.L.S.
DATE: 3/19/19

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 & 2

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111 PH: 369-4400 FAX: 369-4410

PLAT OF SURVEY



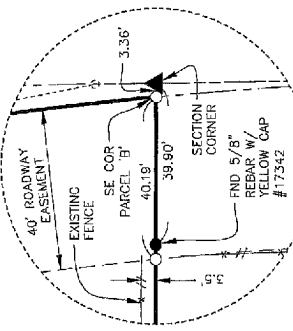
THE CALCULATED ROADWAY CENTERLINE SHOWN IS A BEST FIT CENTERLINE BASED ON RECORD INFORMATION & CONDITIONS FOUND IN THE FIELD. COUNTY ROADWAY PLAN GEOMETRY (SEE NOTE #2) WAS USED ALONG WITH THE TWO FOUND CENTERLINE MONUMENTS (USED FOR LINE) & HOLDING THE CENTER OF SECTION 2 & SOUTH 1/4 CORNER OF SECTION 2 AS ROADWAY P.I.S. THE RESULT CLOSELY MATCHED EXISTING GRAVEL ROAD CENTERLINE & FINCHES ON WEST SIDES OF THE ROADWAY.

PARCEL 'B'
2255554 SF
51.78 AC

GROSS AREA = 38.87 AC
ROADWAY EASEMENT = 2.26 AC
NET AREA = 36.71 AC

GROSS AREA = 9.89 AC
ROADWAY EASEMENT = 0.35 AC
NET AREA = 9.54 AC

SEE DETAIL #1 ON THIS SHEET
SE COR. OF PARCEL 'B' IS THE INTERSECTION OF THE ROADWAY CENTERLINE & NORTH LINE OF THE SW 1/4 SW 1/4 & IS 3.36' WEST OF SECTION CORNER



NOTE:
ALSO FND 1/2\"/>
REBAR 'S' WEST
OF SECTION
CORNER
SW COR
SEC 2-77-27
FND 1/2\"/>
REBAR
BK1, PG61
BK2, PG17



1323.51'(M&R)
N0°41'00\"/>