



HUXLEY
— HEART OF THE PRAIRIE —

PLANNING & ZONING COMMISSION MEETING

**HUXLEY CITY HALL – COUNCIL CHAMBERS – 515 N. MAIN AVENUE
MONDAY MAY 18, 2020
6:00 P.M.**

AGENDA

- 1. Roll Call**
- 2. Motion to approve the minutes from April 20, 2020**
- 3. Public Comments (5-minute limit for items not on this agenda)**
- 4. Business Items**
 - a. Fausch Family Agricultural Subdivision (Story County Plat)**
 - b. Meadow Lane Plat 4 Final Plat**
- 5. Informational Items**
- 6. City Administrator Communications**
- 7. Planning and Zoning Commission Comments**
- 8. Adjournment**

For more information on this and other agenda items, please call the City Clerk's Office at 515-597-2561 or visit the Clerk's Office, City Administration Building at 515 N. Main Ave. Agendas are available to the public at the City Clerk's Office on Friday morning preceding Monday's Planning & Zoning Commission meeting. Citizens can also request to receive meeting notices and agendas by email by calling the Clerk's Office or sending their request via email.

Minutes

Huxley Planning & Zoning Commission Minutes

Monday, April 20, 2020

Chairman Roger Bierbaum called the meeting via conference call to order at 6:00 P.M.

ROLL CALL: Patterson, Schonhorst, Mosher, Wilson, Scott, Frantz, Bierbaum.

CITY STAFF PRESENT: Rita Conner – City Administrator, Amy Kaplan – Zoning Clerk

CONSULTANTS PRESENT: Forrest Aldrich-City Engineer

GUESTS PRESENT: None

MINUTES APPROVAL: Motion –Patterson, second – Mosher to approve minutes from March 16, 2020 meeting. 7 Aye. 0 Nay.

PUBLIC COMMENTS: None

BUSINESS ITEMS:

Fenceline Beer Lab Patio Installation-107 S. Main Avenue

Motion by Wilson, second by Schonhorst to recommend approval of the patio installation plan to City Council. Roll Call: Bierbaum, Patterson, Schonhorst, Scott, Wilson, Mosher voted Yes. Frantz abstained. Motion carried.

Story County Subdivision 2-mile review-30361 560th Street

Commission reviewed and found this aligns with the Comp Plan. Motion by Mosher, second by Patterson to recommend approval to City Council and Story County. Roll Call: Bierbaum, Patterson, Frantz, Schonhorst, Scott, Wilson, Mosher voted Yes. Motion carried.

Ballard Creek Senior Living Driveway/Parking Lot Connection-908 US 69

Motion by Schonhorst, second by Wilson to recommend approval to City Council without a sidewalk extension. When requested by the City, installation of the sidewalk should be completed without contention. Roll Call: Bierbaum, Patterson, Frantz, Schonhorst, Scott, Wilson, Mosher voted Yes. Motion carried.

INFORMATIONAL ITEMS: None

CITY ADMINISTRATOR COMMUNICATIONS:

- City is finalizing financing on the Heart of Iowa Trail and 560th street projects.
- Despite COVID-19, building permits, development, and communications with potential businesses is still going strong.

PLANNING AND ZONING COMMISSION COMMENTS:

Bierbaum: Next meeting is May 18th at 6 PM.

ADJOURNMENT: Motion – Wilson, Second- Frantz to adjourn meeting at 6:33 P.M. 7 ayes, 0 nays. Motion carried.

Amy Kaplan, Zoning Clerk

Roger Bierbaum, Chairman

Date of Approval

Fausch Family
Agricultural
Subdivision
(Story County Plat)

PLANNING & ZONING COMMISSION COMMUNICATION

AGENDA HEADING:

Fausch Agricultural Plat (Story County Two-Mile Review)

SYNOPSIS:

Nancy Fausch (Fausch Family Partnership 52711 310th Street Kelley Iowa 50134) has submitted materials to Story County Planning and Development for review of a planned 4 lot agricultural subdivision, to be known as the Fausch Family Agricultural Subdivision.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

- The property is presented to the City of Huxley under the Iowa Code 2-mile review requirements; subdivision proposals within 2 miles of the Huxley city limits must go through city review.
- The action stems from the dissolution of existing partnership and dividing ground by value rather than size
- The land will remain in farmland production
- Long-range planning and potential future public infrastructure expenditures should be considered with rural subdivisions.
- This proposal is recommended for approval by the Planning & Zoning Commission

RECOMMENDATION: APPROVAL

ANTICIPATED ACTIONS AND FUTURE COMMITMENTS:

- May 26, 2020 City Council review of Planning & Zoning Commission recommendation

Story County Planning and Development

900 6th Street, Nevada, Iowa 50201

(515) 382-7245 — pzweb@storycountyjowa.gov — www.storycountyjowa.gov



1. Property Owner*

(Last Name) FABER Family Partnership
 (First Name) _____
 (Address) 52711 310th St.
 (City) KEELBY (State) IA (Zip) 50134
 (Phone) (515) 641-4153 (Email) WJFABER@CLEVER.COM

2. Applicant (if different than owner)

(Last Name) FABER
 (First Name) WILLIAM
 (Address) Same as owner
 (City) _____ (State) _____ (Zip) _____
 (Phone) _____ (Email) _____

3. Property Address

N/A
 Parcel ID Number(s) 13-21-100-205, 13-21-100-400, 13-21-200-100, 13-21-200-300

4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.

*Acknowledgement of property owner is required and may occur via email or by signature of this application.

Property Owner Signature Nancy J. Faber Date 3/5/20 Applicant Signature _____ Date _____

☒ Subdivision

Proposed Name: Faber Family Agricultural Subdivision

Filing Fee/Type (required prior to processing):

- ☐ Residential Parcel Plat (\$175)
- ☒ Agricultural Plat (\$175)
- ☐ Minor Plat (\$275)**
- ☐ Major Plat—Preliminary (\$275)**
- ☐ Major Plat—Final (\$175)**

**Conceptual Review required

Submittal Requirements:

- ☐ Attend conceptual review meeting
- ☐ Legal description that will be used on all required legal documents (submit as Word document)
- ☐ Proposed subdivision plat (submit as PDF)
- ☐ All required submittal requirements as outlined in Chapter 87 of the Story County Code of Ordinances (87.06(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major—Preliminary and 87.09(5) for Major-Final)
- ☐ All required documents for subdivision plats as outlined in Iowa Code Chapter 354.11

☐ Vacation

Type: ☐ Right-of-way ☐ Plat

Submittal Requirements:

- ☐ Filing Fee (required prior to processing): \$175
- ☐ Legal description that will be used on all required legal documents (submit as Word document)
- ☐ Written description of requested items to be vacated
- ☐ See Chapter 87.10 for the vacation process

RECEIVED

MAR 23 2020

STORY CO. PLANNING & DEVELOPMENT

Receipt No. 570254
 Receipt Amount 175

Prepared By: Ryan L. Haaland, Davis Brown Law Firm, 2605 Northridge PKWY, Ames, IA 50010, (515) 288-2500
Return To: Same as Above

PUBLIC DRAINAGE EASEMENT

KNOW ALL PERSONS BY THIS INSTRUMENT:

That the undersigned Fausch Family Partnership, ("Grantor"), for good and valuable consideration does hereby grant unto Story County, Iowa ("Grantee"), and its successors and assigns, drainage easements upon, underground, over or across the following described real estate: *A strip of variable width across Lots 1 and 2 in Fausch Family Agricultural Subdivision in the North Half of Section 21, Township 82 North, Range 245 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Northeast Corner of said Lot 1; thence S00°01'55"W, 33.00 feet along the east line of said Lot 1 to the south right of way line of 310th Street and the point of beginning; thence N89°20'56"E, 24.78 feet along said right of way line; thence S23°49'12"W, 45.88 feet; thence S63°47'54"W, 207.15 feet; thence S41°51'04"W, 160.12 feet; thence S25°00'58"W, 173.01 feet; thence S03°17'07"E, 233.40 feet; thence S07°37'10"W, 120.56 feet; thence S29°51'23"W, 169.39 feet; thence S64°59'44"W, 181.42 feet; thence S72°28'10"W, 420.68 feet to the west line of said Lot 1; thence N00°09'26"W, 62.87 feet along said line; thence N72°28'10"E, 397.99 feet; thence N64°59'44"E, 79.62 feet to the west line of an existing tract in the Northeast Quarter of the Northwest Quarter of said Section 21, as shown on the Plat of Survey filed in Book 105, Page 664; thence running coincident with the boundary of said existing tract S02°12'14"E, 3.87 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'26"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°06'05"W, 311.40 feet; thence N23°03'55"E, 209.37 feet; thence N56°45'55"E, 292.88 feet to the south right of way line of 310th Street; thence N89°20'56"E, 72.79 feet along said line to the point of beginning, containing 96864.41 s.f.;*

(the "Easement Area") upon the following terms and conditions:

1. Purpose of Easement Grant. The Easement herein granted shall be for the purpose of widening, improving or protecting streams located within the Easement Area, as necessary.
2. Obstructions Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining prior written consent of the Grantee, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area

without obtaining prior written consent of the County.

3. Change of Grade Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Grantee. Grantee shall have the right to restore unapproved changes without prior consent of Grantor.
4. Grantee's Rights of Access. Grantee shall have the right of access to the Easement Area and shall have all rights of ingress and egress to the Easement Area reasonably necessary to effectuate the purposes of this Easement.
5. Restoration of Property. Grantee shall restore the Easement Area after exercising any of its rights granted herein, provided, however, Grantee's duty of restoration shall be limited to grading and replacement of grass, sod, turf, natural landscaping, and any other ground cover. Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any other improvements located within the Easement Area.
6. Easement for Benefit of Grantee. This Easement shall be for the benefit of Grantee, its successors and assigns, and its permittees and licensees.
7. Non-Exclusive Easement to Run with Land. This Easement is non-exclusive, which shall be perpetual in nature, shall run with the land, and shall be binding upon Grantor and Grantor's successors, heirs, and assigns.
8. Conditions Precedent. This Easement shall be without force or effect unless and until the Story County Board of Supervisors has provided final approval for the Easement, and has accepted the Final Plat of Dougherty's Subdivision, by duly executed resolution of the Board.
9. Warranty of Title. Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

Dated: 3-13-20

Fausch Family Partnership, an Iowa General Partnership

By Nancy J. Fausch
Nancy J. Fausch, General Partner

STATE OF IOWA, COUNTY OF Story:

This record was acknowledged before me this 13 day of March, 2020, by
Nancy J. Fausch, as general partner of Fausch Family Partnership an Iowa general partnership.

Spencer Culp
Signature of Notary Public



CONSENT TO PLATTING

KNOW ALL PERSONS BY THIS INSTRUMENT:

That the undersigned, Fausch Family Partnership, an Iowa general partnership, ("Owner") does hereby covenant that Owner is the lawful owner of real estate described as follows:

A subdivision of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter, all in Section 21, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, all being more particularly described as follows: Beginning at the Northwest Corner of the Northeast Quarter of said Northwest Quarter; thence N89°20'56"E, 419.15 feet along the north line of said Section 21 to the Northwest Corner of an existing tract, as shown on the Plat of Survey filed in Book 105, Page 664; thence running coincident with the boundary of said tract S02°12'14"E, 926.41 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'26"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°06'05"W, 311.40 feet; thence N23°03'55"E, 209.37 feet; thence N56°45'55"E, 354.16 feet to the Northeast Corner thereof; thence departing the boundary of said existing tract N89°20'56"E, 337.90 feet to the North Quarter Corner of said Section 21; thence N89°33'19"E, 1335.98 feet to the Northeast Corner of the Northwest Quarter of said Northeast Quarter; thence S00°01'55"W, 2662.98 feet to the Southeast Corner of the Southwest Quarter of said Northeast Quarter; thence S89°19'33"W, 1326.60 feet to the Center of said Section 21; thence S89°38'51"W, 1332.24 feet to the Southwest Corner of the Southeast Quarter of said Northwest Quarter; thence N00°09'26"W, 2661.29 feet to the point of beginning, containing 158.21 acres, which includes 1.60 acres of existing public right of way

Owner hereby certifies, acknowledges and declares that the platting of this real estate to be known as FAUSCH FAMILY AGRICULTURAL SUBDIVISION is with Owner's free consent and in accordance with Owner's desire as proprietor.

Dated this 13 day of March, 2020

Fausch Family Partnership

Nancy J. Fausch
Nancy J. Fausch, General Partner

State of Iowa, Story County, ss:

On this 13 day of March, 2020, before me, a Notary Public in and for Story County, Iowa, personally appeared Nancy J. Fausch, general partner of Fausch Family Partnership, an Iowa general partnership, to me personally known, who being by me duly sworn, have each signed this instrument as the voluntary act and deed of each.

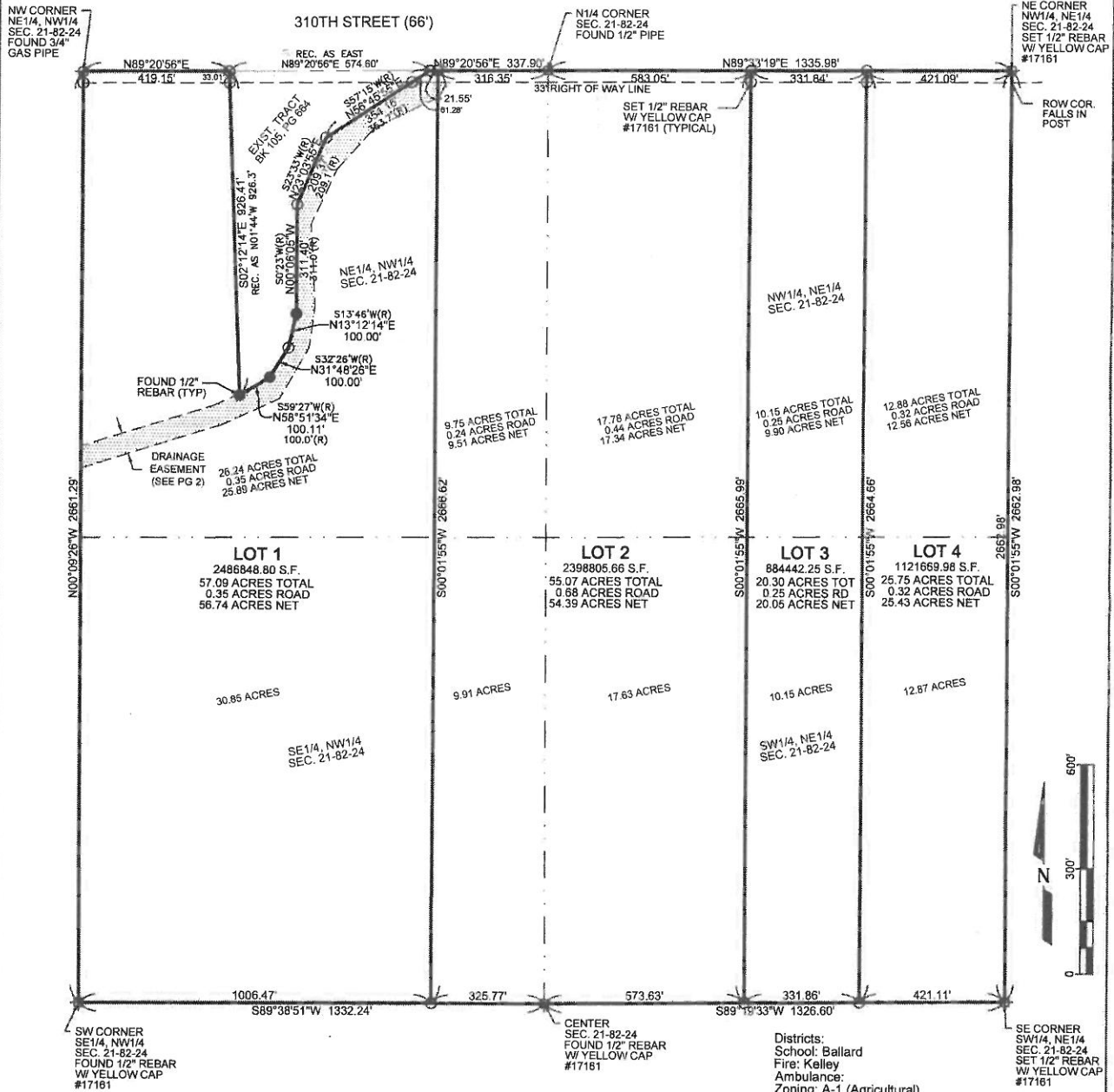
Spencer Culp
Notary Public in and for Story County, Iowa



FINAL PLAT FAUSCH FAMILY AGRICULTURAL SUBDIVISION

A SUBDIVISION OF THE W1/2, NE1/4 & PT. E1/2, NW1/4
IN SECTION 21-82-24, STORY COUNTY, IOWA

OWNER:
FAUSCH FAMILY PARTNERSHIP
52711 310TH ST.
KELLEY, IA 50134



Survey Description-Fausch Family Agricultural Subdivision:

A subdivision of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter, all in Section 21, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, all being more particularly described as follows: Beginning at the Northwest Corner of the Northeast Quarter of said Northwest Quarter; thence N89°20'56"E, 419.15 feet along the north line of said Section 21 to the Northwest Corner of an existing tract, as shown on the Plat of Survey filed in Book 105, Page 884; thence running coincident with the boundary of said tract S02°12'14"E, 926.41 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'26"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°06'05"W, 311.40 feet; thence N23°03'55"E, 208.37 feet; thence N66°45'55"E, 354.16 feet to the Northeast Corner of said Section 21; thence N89°33'19"E, 1335.98 feet to the Northeast Corner of the Northwest Quarter of said Northeast Quarter; thence S00°01'55"W, 2662.98 feet to the Southeast Corner of the Southwest Quarter of said Northeast Quarter; thence S89°19'33"W, 1326.60 feet to the Center of said Section 21; thence S89°38'51"W, 1332.24 feet to the Southwest Corner of the Southeast Quarter of said Northwest Quarter; thence N00°09'26"W, 2661.29 feet to the point of beginning, containing 158.21 acres, which includes 1.60 acres of existing public right of way.

Notes:

1. This subdivision is for agricultural purposes only and is not intended for development except in conformance with the Story County development regulations.
2. Additional divisions of the lots created with this plat are not permitted unless the entire subdivision is considered for platting purposes.
3. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.

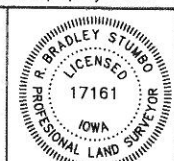


FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

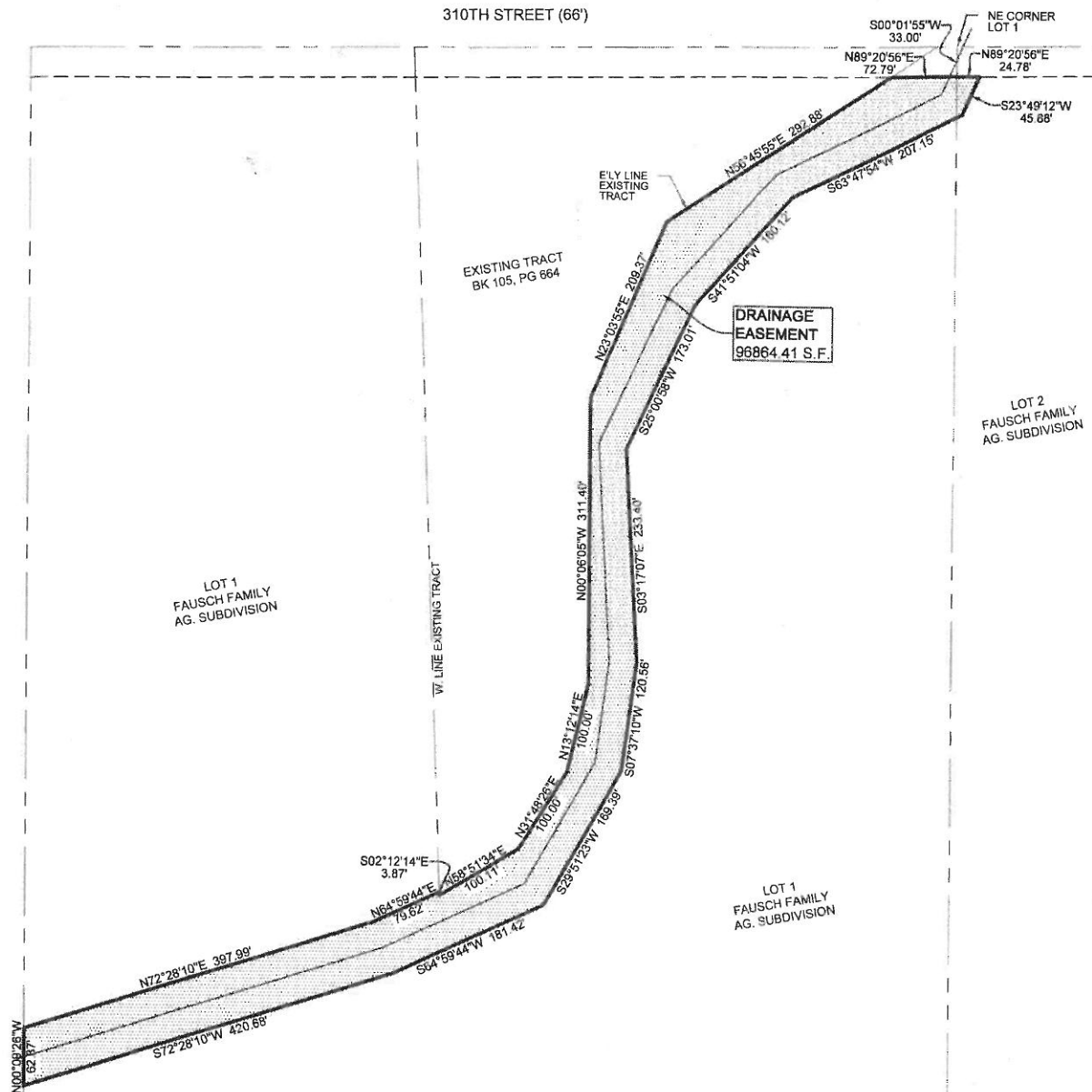
I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo
R. BRADLEY STUMBO, PLS
License number 17161
My license renewal date is December 31, 2021.

3/24/2020
DATE



FAUSCH FAMILY AGRICULTURAL SUBDIVISION DRAINAGE EASEMENT

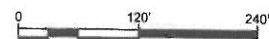


Survey Description-Drainage Easement:

A strip of variable width across Lots 1 and 2 in Fausch Family Agricultural Subdivision in the North Half of Section 21, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Northeast Corner of said Lot 1; thence S00°01'55"W, 33.00 feet along the east line of said Lot 1 to the south right of way line of 310th Street and the point of beginning; thence N89°20'56"E, 24.78 feet along said right of way line; thence S23°49'12"W, 45.88 feet; thence S63°47'54"W, 207.15 feet; thence S41°51'04"W, 160.12 feet; thence S25°00'58"W, 173.01 feet; thence S03°17'07"E, 233.40 feet; thence S07°37'10"W, 120.56 feet; thence S29°51'23"W, 169.39 feet; thence S64°59'44"W, 181.42 feet; thence S02°12'14"E, 3.87 feet to the west line of an existing tract in the Northeast Quarter of the Northwest Quarter of said Section 21, as shown on the Plat of Survey filed in Book 105, Page 664; thence running coincident with the boundary of said existing tract S02°12'14"E, 3.87 feet to the Southwest Corner thereof; thence N58°51'34"E, 100.11 feet; thence N31°48'26"E, 100.00 feet; thence N13°12'14"E, 100.00 feet; thence N00°06'05"W, 311.40 feet; thence N23°03'55"E, 209.37 feet; thence N56°45'55"E, 292.88 feet to the south right of way line of 310th Street; thence N89°20'56"E, 72.79 feet along said line to the point of beginning, containing 96864.41 s.f.



FOX Engineering Associates, Inc.
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103



Meadow Lane Plat 4 Final Plat

PLANNING & ZONING COMMISSION COMMUNICATION

AGENDA HEADING:

Meadow Lane Plat 4 Final Plat

SYNOPSIS:

Meadow Lane Investments, LLC (Steve Quick, P.O. Box 396 Huxley, Iowa 50124) has submitted materials for City of Huxley review of the final plat for Meadow Lane Plat 4. Plat 4 will add 24 residential lots to the Meadow Lane development ranging from 8,883SF to 18,972SF. The Meadow Lane development has been a positive addition to the City of Huxley and welcomed many new residents.

Staff is presenting the review and approval of the Final Plat contingent upon the completion of paving work, any final punchlist items for the public improvements with the contractor, resolution of any remaining engineering review comments and the receipt of the City attorney's review of the consent to plat, declaration of covenants, treasurer's certificate and title opinion. Paving work is anticipated to begin the week of May 18, weather permitting.

Upon completion, all public improvements will be tested and inspected by the City and presented to City Council for final acceptance.

Additional information is below and in the attachments.

ADDITIONAL INFORMATION:

Staff and Veenstra & Kimm Engineering conducted review of the submitted materials and provided review comments to Meadow Lane Investments, LLC. The May 11, 2020 comment letter from V & K is included with Commission packet information. Resubmittal of the Final Plat and the Minimum Protection Elevations (MPE) table was provided following the receipt of the review comments by the developer's engineer. Four additional items were provided to the development team following a site walk through by the City and V & K the week of May 11th.

Remaining items to resolve:

- Comment #5 is still under review by the developer's engineer. Separate off-site easement plats will be provided once the legal descriptions are written.
- Comment #7 is regarding the existing storm sewer easement; no additional easement was added to the plat by the developer's engineer due to the notation that there was no encroachment.
- Comment # 8 will be addressed once grading operations are complete and topsoil is respreads.
- Drainage of lots 22, 23 and 24 southerly into the drainage swale
- Drainage swale to drain efficiently to the east, graded at a minimum slope of 1.5% unless intermediate intakes are installed.
- Verify need to raise existing sanitary manhole casting located between lots 23 and 24 at the south side of the lots to match grade



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

May 11, 2020

Korey Marsh
Snyder & Associates, Inc.
2727 S.W. Snyder Boulevard
Ankeny, Iowa 50023

HUXLEY, IOWA
MEADOW LANE PLAT 4 EAST
FINAL PLAT

We have reviewed the final plat for Meadow Lane Plat 4 East and offer the following comments:

1. Provide a 10-foot wide private storm sewer easement on the west side of Lot 11 following the alignment of the 6-inch private tile line.
2. Provide a 20-foot wide storm sewer easement on the west side of Lot 10 following the alignment of the storm sewer.
3. Lot 8 should be given an MPE elevation matching Lot Nos. 9 and 10.
4. Lot 16 should be given an MPE elevation matching Lot Nos. 13, 14 and 15.
5. Overland drainage easements and storm sewer easements should be provided in Outlot Z of Meadow Lane Plat 3 East for the pond, the drainage channel to the pond, the swale on the east side of Plat 4, the storm sewer east of Lot 22, the storm sewer east of the east end of East 4th Street and the storm sewer east of Lot 13.
6. The existing storm sewer easement on the north side of Lot 13 needs to be dimensioned.
7. The existing storm sewer easement on the north side of Lot 10 needs to be shown and dimensioned.
8. Backyard drainage elevations and slopes need to be provided on a separate sheet sealed by a licensed engineer.

Korey Marsh
May 11, 2020
Page 2

If you have any questions or comments, please contact us at 225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in dark ink, appearing to read "Forrest Aldrich". The signature is written in a cursive, flowing style.

Forrest S. Aldrich

FSA:dml
45229-051


cc: Rita Conner, City of Huxley (email)
Jeff Peterson, City of Huxley (email)
Steve Quick (email)

Meadow Lane Plat 4 - East

Minimum Protection Elevations

May 12, 2020

<u>LOT #</u>	<u>ADDRESS</u>	<u>MPE</u>	<u>LOT #</u>	<u>ADDRESS</u>	<u>MPE</u>
1	499 Prairie View Drive	N/A	13	516 Prairie View Drive	990.25
2	501 Prairie View Drive	N/A	14	514 Prairie View Drive	990.25
3	503 Prairie View Drive	N/A	15	512 Prairie View Drive	990.25
4	505 Prairie View Drive	N/A	16	510 Prairie View Drive	990.25
5	507 Prairie View Drive	N/A	17	508 Prairie View Drive	N/A
6	509 Prairie View Drive	N/A	18	506 Prairie View Drive	N/A
7	511 Prairie View Drive	N/A	19	504 Prairie View Drive	N/A
8	513 Prairie View Drive	992.05	20	502 Prairie View Drive	N/A
9	515 Prairie View Drive	992.05	21	500 Prairie View Drive	N/A
10	517 Prairie View Drive	992.05	22	616 East 4 th Street	N/A
11	601 Prairie View Drive	992.50	23	614 East 4 th Street	N/A
12	600 Prairie View Drive	N/A	24	612 East 4 th Street	N/A

	<p>I hereby certify that this Engineering Document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the Laws of the State of Iowa.</p> <p>Eric D. Cannon, P.E. _____ Date _____</p> <p>License Number P18954</p> <p>My License Renewal Date is December 31, 2021</p> <p><u>Drainage Study</u> _____</p> <p>_____</p> <p>_____</p>
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**PARMENTER LAW OFFICE
P.O. Box 336
Huxley, Iowa 50124**

Dennis W. Parmenter

204 N. Hwy. 69
(515) 597-3401
Fax (515) 597-3402
E-mail: parlaw@huxcomm.net

May 15, 2020

Stephen B. Quick, Manager
Meadow Lane Investments, L.L.C.
PO Box 336
Huxley, Iowa 50124

Re: TITLE OPINION
PLATTING OF MEADOW LANE PLAT 4 EAST, HUXLEY, IOWA

Dear Mr. Quick and all interested parties:

I have examined the Abstract of Title to the real property legally described as:

A part of Outlot "Z", Meadow Lane Plat 3 East, an official plat in the City of Huxley, Story County, Iowa and being more particularly described as follows:

Beginning at the Southwest Corner of said Outlot "Z"; thence N00°09'19"E along the West Line of said Outlot "Z" a distance of 203.22 feet; thence N16°48'49"W continuing along the West Line of said Outlot "Z" a distance of 60.00 feet; thence Westerly continuing along the West Line of said Outlot "Z" and along a curve concave Southerly whose radius is 330.00 feet, whose arc length is 26.89 feet, and whose chord bears S70°51'10"W a distance of 26.88 feet; thence N21°37'46" continuing along the West Line of said Outlot "Z" a distance of 62.50 feet; thence N00°03'58"W continuing along the West Line of said Outlot "Z" a distance of 630.45 feet; thence N00°01'42"W continuing along the West Line of said Outlot "Z" a distance of 84.07 feet; thence N14°14'40"E continuing along the West Line of said Outlot "Z" a distance of 60.00 feet; thence Westerly continuing along the West Line of said Outlot "Z" and along a curve concave Northerly whose radius is 1970.00 feet, whose arc length is 15.35 feet, and whose chord bears N75°29'48"W a distance of 15.35 feet; thence N0°03'41"W continuing along the West Line of said Outlot "Z" a distance of 80.93 feet; thence N89°56'19"E continuing along the West Line of said Outlot "Z" a distance of 125.00 feet; thence

S00°03'41"E continuing along the West Line of said Outlot "Z" a distance of 30.00 feet; thence N89°56'19"E continuing along the West Line of said Outlot "Z" a distance of 185.00 feet; thence S00°44'19"E a distance of 862.76 feet; thence N89°55'57" east a distance of 11.90 feet; thence S00°04'03"E a distance of 275.50 feet to the South Line of said Outlot "Z"; thence N89°52'54"W along said South Line a distance 1,257.16 feet to the point of beginning and containing 7.86 acres (342,472 s.f.);

to be hereafter known as **MEADOW LANE PLAT 4 EAST, an Official Plat in the City of Huxley, Story County, Iowa.**

The Abstract consists of the original Abstract of Title NO. 19998 by Cyclone Abstract and Title Company, together with formal continuations thereof through and including Abstract No. 2005131611 (parts 1 and 2) by Abstract & Title Services of Story County. The Abstract shows the Original Entry, begins with a Referee's Deed recorded in 1933, and runs continuously thereafter down to May 7, 2020, at 8 o'clock a.m. Based entirely upon my examination of the Abstract, it is my opinion that marketable title to the property is in:

Meadow Lane Investments, L.L.C.,

subject to the following:

1. Mortgages. At Entry No. 66, there is a mortgage to South Story Bank & Trust noted. That mortgage was executed on May 9, 2005, and has been extended so that it is still in effect at this time. At Entry No. 234, there is a construction mortgage to South Story Bank & Trust noted.

2. Conflicting Stray Documents. Entries Nos. 230-233 show documents that concern strangers to the title of this property and need to be resolved outside the platting process. These documents are outside the chain of title and are only noted to bring the issues to the attention of the owner that they need to be resolved.

There are no further mortgages, liens, or encumbrances which affect this property.

This Title Opinion is prepared to supplement the platting procedure of the property described above.

Dennis W. Parmenter
Examining Attorney

DWP/cal
Title Guaranty #2715

COUNTY TREASURER'S CERTIFICATE

I, Ted Rasmusson, do hereby certify that I am the Treasurer of Story County, Iowa. I further certify that the real estate described as follows:

A part of Outlot "Z", Meadow Lane Plat 3 East, an official plat in the City of Huxley, Story County, Iowa and being more particularly described as follows:

Beginning at the Southwest Corner of said Outlot "Z"; thence N00°09'19"E along the West Line of said Outlot "Z" a distance of 203.22 feet; thence N16°48'49"W continuing along the West Line of said Outlot "Z" a distance of 60.00 feet; thence Westerly continuing along the West Line of said Outlot "Z" and along a curve concave Southerly whose radius is 330.00 feet, whose arc length is 26.89 feet, and whose chord bears S70°51'10"W a distance of 26.88 feet; thence N21°37'46" continuing along the West Line of said Outlot "Z" a distance of 62.50 feet; thence N00°03'58"W continuing along the West Line of said Outlot "Z" a distance of 630.45 feet; thence N00°01'42"W continuing along the West Line of said Outlot "Z" a distance of 84.07 feet; thence N14°14'40"E continuing along the West Line of said Outlot "Z" a distance of 60.00 feet; thence Westerly continuing along the West Line of said Outlot "Z" and along a curve concave Northerly whose radius is 1970.00 feet, whose arc length is 15.35 feet, and whose chord bears N75°29'48"W a distance of 15.35 feet; thence N0°03'41"W continuing along the West Line of said Outlot "Z" a distance of 80.93 feet; thence N89°56'19"E continuing along the West Line of said Outlot "Z" a distance of 125.00 feet; thence S00°03'41"E continuing along the West Line of said Outlot "Z" a distance of 30.00 feet; thence N89°56'19"E continuing along the West Line of said Outlot "Z" a distance of 185.00 feet; thence S00°44'19"E a distance of 862.76 feet; thence N89°55'57" east a distance of 11.90 feet; thence S00°04'03"E a distance of 275.50 feet to the South Line of said Outlot "Z"; thence N89°52'54"W along said South Line a distance 1,257.16 feet to the point of beginning and containing 7.86 acres (342,472 s.f.)

Parcel Number: 13-24-185-005

to be hereafter known as **MEADOW LANE PLAT 4 EAST, an Official Plat in the City of Huxley, Story County, Iowa,**

is free from certified taxes and certified special assessments at the time of this certification.

This Certificate is prepared and intended to be filed in connection with the platting procedure for Meadow Lane Plat 4 East and is prepared pursuant to Iowa Code Section 354.11(f) (2017).

Executed at Nevada, Iowa, on _____, 2020.

Ted Rasmusson
Story County Treasurer

Prepared by Dennis W. Parmenter, P.O. Box 336, Huxley, Iowa 50124; Tel. 515-597-3401
Mail recorded documents to: Parmenter Law Office, P.O. Box 336, Huxley, Iowa 50124

ACKNOWLEDGMENT OF CONSENT TO THE PLATTING OF
MEADOW LANE PLAT 4 EAST, HUXLEY, IOWA

Meadow Lane Investments, L.L.C., by Stephen B. Quick, Manager, hereby covenants that Meadow Lane Investments, L.L.C. is the owner of certain real estate legally described as:

A part of Outlot "Z", Meadow Lane Plat 3 East, an official plat in the City of Huxley, Story County, Iowa and being more particularly described as follows:

Beginning at the Southwest Corner of said Outlot "Z"; thence N00°09'19"E along the West Line of said Outlot "Z" a distance of 203.22 feet; thence N16°48'49"W continuing along the West Line of said Outlot "Z" a distance of 60.00 feet; thence Westerly continuing along the West Line of said Outlot "Z" and along a curve concave Southerly whose radius is 330.00 feet, whose arc length is 26.89 feet, and whose chord bears S70°51'10"W a distance of 26.88 feet; thence N21°37'46" continuing along the West Line of said Outlot "Z" a distance of 62.50 feet; thence N00°03'58"W continuing along the West Line of said Outlot "Z" a distance of 630.45 feet; thence N00°01'42"W continuing along the West Line of said Outlot "Z" a distance of 84.07 feet; thence N14°14'40"E continuing along the West Line of said Outlot "Z" a distance of 60.00 feet; thence Westerly continuing along the West Line of said Outlot "Z" and along a curve concave Northerly whose radius is 1970.00 feet, whose arc length is 15.35 feet, and whose chord bears N75°29'48"W a distance of 15.35 feet; thence N0°03'41"W continuing along the West Line of said Outlot "Z" a distance of 80.93 feet; thence N89°56'19"E continuing along the West Line of said Outlot "Z" a distance of 125.00 feet; thence S00°03'41"E continuing along the West Line of said Outlot "Z" a distance of

30.00 feet; thence N89°56'19"E continuing along the West Line of said Outlot "Z" a distance of 185.00 feet; thence S00°44'19"E a distance of 862.76 feet; thence N89°55'57" east a distance of 11.90 feet; thence S00°04'03"E a distance of 275.50 feet to the South Line of said Outlot "Z"; thence N89°52'54"W along said South Line a distance 1,257.16 feet to the point of beginning and containing 7.86 acres (342,472 s.f.).

to be hereafter known as **MEADOW LANE PLAT 4 EAST, an Official Plat in the City of Huxley, Story County, Iowa.**

I further acknowledge and state that this platting and subdivision of the real estate described above as it appears on the survey attached hereto is done with the free consent of Meadow Lane Investments, L.L.C. and is in accordance with its desires.

Executed at Huxley, Story County, Iowa, on _____, 2020.

Stephen B. Quick

STATE OF IOWA)
) ss
COUNTY OF STORY)

On _____, 2020, Stephen B. Quick, personally known to me, appeared before me and executed the foregoing instrument and acknowledged that he is a Manager of Meadow Lane Investments, L.L.C., and stated that he executed this document as the voluntary act and deed of Meadow Lane Investments, L.L.C.

Notary Public, Iowa

LENDER'S CONSENT TO PLATTING

South Story Bank & Trust, Slater, Iowa, is the holder of 2 mortgages on the real estate legally described as:

A part of Outlot "Z", Meadow Lane Plat 3 East, an official plat in the City of Huxley, Story County, Iowa and being more particularly described as follows:

Beginning at the Southwest Corner of said Outlot "Z"; thence N00°09'19"E along the West Line of said Outlot "Z" a distance of 203.22 feet; thence N16°48'49"W continuing along the West Line of said Outlot "Z" a distance of 60.00 feet; thence Westerly continuing along the West Line of said Outlot "Z" and along a curve concave Southerly whose radius is 330.00 feet, whose arc length is 26.89 feet, and whose chord bears S70°51'10"W a distance of 26.88 feet; thence N21°37'46" continuing along the West Line of said Outlot "Z" a distance of 62.50 feet; thence N00°03'58"W continuing along the West Line of said Outlot "Z" a distance of 630.45 feet; thence N00°01'42"W continuing along the West Line of said Outlot "Z" a distance of 84.07 feet; thence N14°14'40"E continuing along the West Line of said Outlot "Z" a distance of 60.00 feet; thence Westerly continuing along the West Line of said Outlot "Z" and along a curve concave Northerly whose radius is 1970.00 feet, whose arc length is 15.35 feet, and whose chord bears N75°29'48"W a distance of 15.35 feet; thence N0°03'41"W continuing along the West Line of said Outlot "Z" a distance of 80.93 feet; thence N89°56'19"E continuing along the West Line of said Outlot "Z" a distance of 125.00 feet; thence S00°03'41"E continuing along the West Line of said Outlot "Z" a distance of 30.00 feet; thence N89°56'19"E continuing along the West Line of said Outlot "Z" a distance of 185.00 feet; thence S00°44'19"E a distance of 862.76 feet; thence N89°55'57" east a distance of 11.90 feet; thence S00°04'03"E a distance of 275.50 feet to the South Line of said Outlot "Z"; thence N89°52'54"W along said South Line a distance 1,257.16 feet to the point of beginning and containing 7.86 acres (342,472 s.f.).

to be hereafter known as **MEADOW LANE PLAT 4 EAST, an Official Plat in the City of Huxley, Story County, Iowa**. The first mortgage was executed on May 9, 2005, and recorded in Story County, Iowa, on May 9, 2005, as Instrument No. 05-05058. The second mortgage was executed on May 11, 2018, and recorded in Story County, Iowa, on June 1, 2018, as Instrument No. 18-04660.

This consent is prepared with the free consent of South Story Bank & Trust, Slater, Iowa, and is in accordance with its desire.

Eric Hockenberry – V.P.

Robert Krause, President

STATE OF IOWA)
) ss
COUNTY OF STORY)

On _____, 2020, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me known to be the identical person named in and who executed the foregoing instrument, who, being by me duly sworn, stated that they were, respectively, _____ and _____ of South Story Bank & Trust, Slater, Iowa, that said instrument was signed on behalf of the corporation by authority of its board of directors; and they acknowledged that the execution of the instrument was the voluntary act and deed of the corporation.

Notary Public, Iowa

Document prepared by: Dennis W. Parmenter, Huxley, Iowa, 515-597-3401
Return recorded document to: Parmenter Law Office, PO Box 336, Huxley, Iowa 50124

**DECLARATION OF COVENANTS, CONDITIONS, REGULATIONS, AND
RESTRICTIONS FOR MEADOW LANE PLAT 4 EAST, IN THE CITY OF HUXLEY,
STORY COUNTY, IOWA**

May 14, 2020

WHEREAS, the undersigned Declarant, as the assignee of the original Owner of certain real property platted and known as Meadow Lane Plat 4 East in the City of Huxley, Iowa, is desirous of protecting the value and desirability of the whole of Meadow Lane Plat 4 East in the City of Huxley, Iowa; and

NOW, THEREFORE, Declarant hereby declares that all of the lots in Meadow Lane Plat 4 East in the City of Huxley, Iowa, shall be held, acquired, sold, transferred, encumbered, and conveyed subject to the following covenants, conditions, regulations, and restrictions which are for the purpose of protecting the value and desirability of said real property, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. In the event any of these covenants, conditions, regulations, and restrictions hereinafter set forth are in conflict with those standards set by the City of Huxley, Iowa, or any other governing body, the more restrictive standard shall prevail.

**ARTICLE I
INTRODUCTION**

A. Definitions

1. "Declarant" shall mean and refer to the signatory hereto who made and executed this declaration, and their successors and assigns.
2. "Owner" shall mean each person or entity who is a record owner of a fee or undivided fee interest in any lot located within the property; provided, however, that in the event of the recording of a contract for the sale of a lot, the contract purchaser shall be deemed the Lot Owner; and provided further that in the event

a fee interest of record is held merely for the security of the performance of an obligation, then the obligor in possession shall be deemed the Lot Owner.

3. "Lots" shall mean and refer to any individual numerically designated parcel of land shown upon the recorded subdivision plat of Meadow Lane Plat 4 East in the City of Huxley, Iowa, other than streets or out lots.

4. "Property" shall mean Meadow Lane Plat 4 East.

B. Use Regulations

1. All Lots shall be for residential home, single-family use, and shall not be occupied by more than one family or two unrelated persons and their family. Thoughtful site planning, landscaping, and architectural building design of the highest standards are the general goals of the Declarant.

2. Use of the land shall generally demonstrate good faith toward compliance with these covenants and shall endorse reasonable recognition of adjoining and neighboring parcel users' rights. The use of property shall generally be compatible with the neighborhood in which it lies.

ARTICLE II PERFORMANCE STANDARDS

A. Lot Erosion and Solid Waste Control

Buyers agree to comply with the following requirements in regard to managing erosion control on the property after accepting title.

1. Buyers, their agents, assigns, heirs, and/or contractors will take all necessary precautions to prevent, stabilize, and/or control erosion on the property, to prevent sediment migration and soil erosion from extending beyond the boundaries of the lot, and in the event its occurs, to clean up all eroded sediment and restore all affected areas to their original condition.

2. Buyers shall comply with all applicable Federal, State, and local erosion control ordinances and permits which pertain to the property including but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 ("the Permit").

3. If Seller is cited for an alleged violation of any erosion control ordinance provision, which occurs after the closing, by a jurisdictional authority for a condition on or from the property, Buyers shall indemnify and hold Seller harmless from any and all claims, damages, fines, attorney fees, assessments, levies, and/or costs incurred by the Seller related to the citation.

Buyers, their agents, assigns, heirs, and/or contractors will take all necessary precautions to keep all solid waste (including concrete truck washouts) contained within the lot to which the waste is related or generated during the construction process. All debris will be contained and disposed of in a legal manner and approved by all regulatory agencies.

B. Site Development

1. No fences, walls, hedges, or barriers shall be permitted upon or adjoining property lines except as follows:
 - a. Hedges not exceeding 3 feet in height are permitted along front property lines and side property lines in the front yard setback areas.
 - b. Walls, fences, and hedges not exceeding 6 feet in heights are permitted along rear property lines behind the front yard setback lines.
 - c. The fence fabric, or fence screening material, shall be mounted on the exterior face of the fence posts or fence framing and if of wood shall be natural or of a substance compatible with the dwelling.
2. All utilities, including truck and service lines of telephone, electric and other cable services, shall be constructed and located underground, except as may be specifically modified for control units by the Owner.
3. Obnoxious or offensive activity or odors will not be permitted on or allowed to escape from any part of the property, nor shall anything be done thereon which is or may become an annoyance or a nuisance.
4. Animals, livestock or poultry of any kinds shall not be raised, bred or kept on the property, except dogs, cats, and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes. Dogs must be tied or fenced in a dog run when outside the dwelling.
5. Exterior towers or antennas in excess of six feet tall or satellite dishes larger than 24 inches shall not be constructed, modified, or permitted on the ground of any building lot.
6. Lighting for drives and parking shall be placed to avoid directing light on adjoining property and shall complement existing street lighting.
7. All parking and drives shall be hard-surfaced using portland cement. (No asphalt)
8. Lot areas not occupied by structures, walks, drives, landscaping or beyond ten feet behind dwelling shall be sodded (not seeded) within one hundred fifty days after occupancy of the structure. The balance of the lot area shall be sodded or seeded within the time period outlined above.
9. There shall be public utility and drainage easements as shown on the recorded Plat. Drainage is not to be altered so as to impede the natural flow of surface waters once the lot grade is established.
10. Any field tiles which are broken during construction shall be replaced so as to maintain continuous uninterrupted operation and shall be routed into the nearest storm sewer.
11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Meadow Lane Plat 4 East in the City of Huxley, Iowa. The owners or occupants of building plots shall, at their expense, keep and preserve that portion of the easement within their property at all times in good repair and condition, and shall neither erect nor permit erection of any building or structure of any kind nor permit any growth of any kind within said

easement which might interfere in any way with the use and patrolling of any of the utility service and drainage located in the easements.

C. Lot Appearance

1. In order to maintain an attractive overall appearance and preserve the natural beauty, certain items shall be placed out of public view, such as incinerators, garbage cans, lawn or garden equipment, building materials not a part of a visible construction project, and motorcycles, cars, or other vehicles torn down or stored.
2. No tent, trailer, boat, camper, motor home, mobile home, commercial vehicle, or temporary structure shall be maintained on any lot within public view for more than 7 days within any calendar year. No commercial type truck tractors or trailers shall be permitted to be within the plat at any time, except for temporary periods during construction activities related directly to the platted area.
3. There shall be no occupancy of temporary structures or partially completed structures.
4. All lot owners shall keep their lots, whether improved or not, free of weeds, debris, and/or trash. All ground cover and/or plantings of trees, shrubs, flowers, etc., shall be mowed, trimmed, and/or pruned regularly and not be left unattended or allowed to become unattractive to the neighborhood.
5. Trash receptacles are to be screened and out of sight from public view, except such receptacles may be placed curbside on collection day only. All trash must be contained at all times and not allowed to be blown or strewn about the neighborhood by wind, animals, etc.
6. Signs on building lots shall be limited to lot designation and real estate sale signs or as approved by the Declarant.

D. Building Standards

1. Good aesthetic design is a very important covenant for building within the Meadow Lane residential area. The covenant does not intend to restrict or inhibit types of building designs; however, effort shall be made to construct buildings which complement and harmonize with other architecture in the development, and with the natural environment in the area.
2. Dwellings shall have a minimum square footage, exclusive of porches, breezeways, garages, basement area or beneath the ground level as follows:
 - a. One story dwellings must have a ground floor finished area of not less than 1,000 square feet.
 - b. One and one-half story dwellings must have 700 or more square feet of finished area on the ground floor and a total on the main floor and second floor of not less than 1,250 square feet.
 - c. Two story dwellings must have a total on the main floor and second floor of not less than 1,370 square feet.

- d. Split-entry dwellings must have 900 or more square feet of finished area on the main level and total finished floor area of not less than 1,300 square feet.
 - e. Split-level dwellings must have not less than 900 square feet of finished area on the main levels and total finished floor area of 1,300 or more square feet.
- 3. All dwellings shall have an attached, two-car garage with a double width concrete driveway from garage to street. No detached garages shall be permitted.
 - 4. Sidewalks and concrete driveway aprons shall be installed by lot owners in accordance with the Planning and Zoning Ordinances of the City of Huxley, Iowa.
 - 5. The Declarant urges the use of some brick, stone, or other Declarant approved hard or durable surface as an alternate facing material on the front of the dwelling.
 - 6. All exterior house, shingle, and masonry colors on homes constructed must be approved by the Declarant or their assigns.
 - 7. Duplication of exact or like dwellings next to one another or directly across the street will not be permitted.
 - 8. No pre-constructed building or dwelling may be moved thereon.

E. Plans and Specifications to be Submitted for Approval

No structure of any kind shall be erected or permitted upon the property or any part thereof before the final plans have been submitted to and approved by the Declarant, or their assigns. The final building plans and specifications shall include the following

- 1. Floor plans, exterior elevations, and sections;
- 2. Square footage of living space;
- 3. Exterior colors and materials;
- 4. Special features (patios, fencing, etc.)
- 5. Height of top of foundation above back of curb.

All improvements on the platted lots must be constructed by a professional contractor approved by the Declarant.

A professional contractor shall work as a fulltime builder, building a minimum of two houses per calendar year.

All work must be completed within twelve months of closing date on the lot purchased. All requests for extension of the completion period must be approved by the Declarant or their assigns.

Declarant shall not be liable to any property owners for any action taken by said owners as a result of the approval procedure provided for herein.

F. Enforcement and Interpretation

Each Owner shall have the power to enforce all the restrictions, covenants and conditions stated herein and to institute and prosecute any proceeding at law or in equity against any person or persons violating or threatening to violate any such restrictions, covenants and conditions and to recover any damages suffered from any violation thereof.

The waiver of any violation or failure to enforce any such covenant, condition, or restriction shall not in any event operate as a waiver, impairment or abrogation of any covenant, restriction, or condition, or the right to enforce the same in the event of any future breach of the same or any other covenant, restriction, or condition by the same or any other person.

In all cases, the provisions set forth or provided for in this declaration shall be presented together and given that interpretation or construction which, in the opinion of Declarant will better affect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of the declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, building codes, or other regulations, which are less restrictive.

The effective date of this declaration shall be the date of its filing for record. This declaration shall be presented under and in accordance with the laws of the State of Iowa. If any such covenant, condition, or restriction or any portion thereof, is declared invalid or void, no other covenant, condition, or restriction shall automatically be affected thereby, but shall remain in full force and effect.

G. Duration and Amendments

The covenants, restrictions, and provisions of this instrument shall be deemed covenants running with the land and shall remain in full force and effect for a period of 20 years from the date of approval of Final Plat by the City of Huxley, Iowa. Such covenants, restrictions, and provisions may be amended, modified, changed, or cancelled, in whole or in part, by written agreement signed by the owner or owners of more than 90% of the lots hereby restricted and recorded in the Office of the Register of Deeds of Story County, Iowa. Any owner is empowered and authorized to file a Verified Claim with the Story County Recorder, at any time prior to the expiration of the current 20 year term, in accordance with the requirements of Section 614.24, Code of Iowa, or its successor. The filing of such Verified Claim shall cause these Restrictive Covenants to be extended for an additional 20 year term from the date of such filing, for all Lots. Additional Verified Claims, each extended these Restrictive Covenants for an additional 20 year term may be filed in the same manner.

Meadow Lane Investments, L.L.C.

Stephen B. Quick, Manager

State of Iowa, County of Story } ss

This instrument was acknowledged before me on _____, 2020, by Stephen B. Quick as Manager of Meadow Lane Investments, L.L.C.

Notary Public, Iowa