

W/ YELLOW
WEST OF EAST
LINE

LANG CREEK CROSSING PLAT 1

1/2" IRON PPE, 58.00' EAST
EAST EXTERIOR PROPERTY
LINE EXTENDED NORTH

1 1/4" IRON PPE, 2.73'
EAST EXTERIOR
PROPERTY LINE EXTENDED NORTH

File No. 4877 Fee 242.00
Recorded this 7th day of Dec 2006
at 9:00 o'clock A.M. Book G Page 74
County, Iowa
Recorder, Poweshiek County, Iowa

LEGEND

=====	PROPERTY LINE
=====	LOT LINE
=====	PLATTED PROPERTY LINE
-----	RIGHT-OF-WAY LINE
-----	SECTION LINE
-----	EASEMENT LINE
-----	BUILDING SET-BACK LINE
○	SET 5/8" IRON ROD W/YELLOW CAP #17529
●	FOUND MONUMENT AS NOTED
▲	FOUND MONUMENT AS NOTED
()	RECORD BEARINGS & DISTANCES

NOTES:

- ALL BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 16 WEST OF THE 5TH PM AND IS ASSUMED TO BEAR S 00°31'54" E FOR PLATING PURPOSES.
- LOT CORNER MONUMENTS WILL BE SET WITHIN ONE YEAR OF DATE OF PLAT PLUNG DATE.
- "P.U.E." = PUBLIC UTILITY EASEMENT.

ENGINEER/LAND SURVEYOR

SHIVE-HATTERY, INC.
1801 48TH STREET
WEST DES MOINES, IA 50266-6748
(515) 223-8104
FAX (515) 223-0622

DEVELOPER

WATERFORD GROUP, INC.
RON LANG
2403 SIXTH AVENUE
GRINNELL, IOWA 50112

OWNER

LANG CREEK, L.L.C.
RON LANG
2403 SIXTH AVENUE
GRINNELL, IOWA 50112

LEGAL DESCRIPTION:

LANG CREEK CROSSING PLAT 1 LOCATED IN THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 16 WEST OF THE 5TH P.M., CITY OF GRINNELL, POWESHIEK COUNTY, IOWA, BEING A PORTION OF THAT PROPERTY DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 660 - PAGE 658 AND SAID PROPERTY IS ALSO DEPICTED ON A PLAT OF SURVEY FILED IN BOOK 9 - PAGE 50, IN THE RECORDER'S OFFICE OF POWESHIEK COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, NORTH 89°52'00" EAST FOR A DISTANCE OF 153.77 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PRIMARY ROAD NO. 148, SAID POINT BEING THE POINT-OF-BEGINNING;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°40'00" WEST FOR A DISTANCE OF 245.48 FEET TO AN ANGLE POINT IN SAID EAST RIGHT-OF-WAY LINE, AS ESTABLISHED BY THAT DOCUMENT RECORDED IN BOOK 423 - PAGE 429;

THENCE ALONG THE RIGHT-OF-WAY LINE AS ESTABLISHED IN SAID BOOK 423 - PAGE 429, FOR THE NEXT THREE COURSES, SOUTH 89°20'00" WEST FOR A DISTANCE OF 20.00 FEET;

THENCE NORTH 02°34'33" WEST FOR A DISTANCE OF 300.17 FEET;

THENCE NORTH 00°40'00" WEST FOR A DISTANCE OF 79.11 FEET TO THE POINT-OF-INTERSECTION OF SAID LAST MENTIONED RIGHT-OF-WAY LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF PARCEL "A", AS MONUMENTED, OF THAT PROPERTY DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 611 - PAGE 22 AND SAID PROPERTY IS ALSO DEPICTED ON A PLAT OF SURVEY FILED IN BOOK 8 - PAGE 29, IN THE RECORDER OF POWESHIEK COUNTY;

THENCE ALONG SAID WESTERLY EXTENSION, SAID SOUTH LINE, AND AN EASTERLY EXTENSION THEREOF, NORTH 89°04'47" EAST FOR A DISTANCE OF 469.67 FEET TO A POINT ON THE EAST LINE OF SMTIZER ADDITION, AS MONUMENTED AND OCCUPIED, RECORDED IN PLAT BOOK D - PAGE 414 AND MODIFIED BY AFFIDAVIT RECORDED IN BOOK 284 - PAGE 101;

THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, SOUTH 00°37'38" EAST FOR A DISTANCE OF 630.75 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, SOUTH 89°52'00" WEST FOR A DISTANCE OF 439.25 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 285,730 SQUARE FEET OR 6.5595 ACRES, MORE OR LESS.



FINAL PLAT LANG CREEK
CROSSING PLAT 1
SECTION 33, TOWNSHIP 80 NORTH,
RANGE 16 WEST, 5TH PM, GRINNELL, IOWA

REVISIONS

REVISION 1 8/9/05

DRAWN jmw

APPROVED

ISSUED FOR DATE 06/30/05

FIELD BOOK

SHEET NAME

FINAL PLAT

PROJECT NO. 402288-0

SHEET NO. 1 OF 1



LINE 1/4, NW
SEC 33-80-16

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 QUALIFIED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE

NAME ROLAND M. PENNEQUIN L.S. 17523

DATE

MY EXPIRES FEDERAL DATE IS: DECEMBER 31, 2006

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL

G-74

G-74

When recorded return to preparer

33.80-16
Subd. II
Switzers

4877

Prepared by: William D. Bartine, 2000 Financial Center, Des Moines, IA 50309, 515-243-7100

**OWNER'S CONSENT TO PLAT
LANG CREEK CROSSING PLAT 1**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned hereby certifies, states, and acknowledges that WATERFORD GROUP, INC., an Iowa corporation, is the proprietor and record titleholder of a portion of certain real estate situated in Poweshiek County, Iowa, more particularly described in Exhibit "A" hereto, to be subdivided and platted as LANG CREEK CROSSING PLAT 1, an Official Plat, now included in and forming a part of the City of Grinnell, Poweshiek County, Iowa, as it appears on the accompanying plat and is done so with the free consent and in accordance with the desire of said owner.

Dated this 26th day of October, 2006.

WATERFORD GROUP, INC.,
an Iowa corporation

By: Ronald E. Lang
Ronald E. Lang, President

POLK
STATE OF IOWA, COUNTY OF POWESHIEK, SS.

On this 26th day of October, 2006, before me, the undersigned, a Notary Public in and for said County and State personally Ronald E. Lang, to me personally known, who being by me duly sworn, did say he is the President of Waterford Group, Inc., an Iowa corporation, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of said corporation, by it and by him voluntarily executed.

Claudia J. Jackovich
Notary Public in and for the State of Iowa

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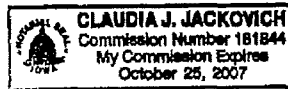


EXHIBIT A

Legal Description for LANG CREEK CROSSING PLAT 1

Lang Creek Crossing Plat 1 located in the Northwest One-Quarter of the Northwest One-Quarter of Section 33, Township 80 North, Range 16 West of the 5th P.M., City of Grinnell, Poweshiek County, Iowa, being a portion of that property described in the document recorded in Book 660, Page 658 and said property is also depicted on a Plat of Survey filed in Book 9, Page 50, in the Poweshiek County Recorder's Office, and more particularly described as follows:

Commencing at the Southwest corner of the Northwest One-Quarter of the Northwest One-Quarter of said Section 33:

thence along the South line of said Northwest One-Quarter of the Northwest One-Quarter, North 89°52'00" East for a distance of 153.77 feet to a point on the East right-of-way line of Primary Road No. 146, said point being the **Point-of-Beginning**;

thence along said East right-of-way line, North 00°40'00" West for a distance of 245.48 feet to an angle point in said East right-of-way line, as established by that document recorded in Book 423, Page 429;

thence along the right-of-way line as established in said Book 423, Page 429, for the next three courses, South 89°20'00" West for a distance of 20.00 feet;

thence North 02°34'33" West for a distance of 300.17 feet;

thence North 00°40'00" West for a distance of 79.11 feet to the point-of-intersection of said last mentioned right-of-way line with the Westerly extension of the South line of Parcel "A", as monumented, of that property described in the document recorded in Book 611, Page 22 and said property is also depicted on a Plat of Survey filed in Book 8, Page 29, in the Poweshiek County Recorder's Office;

thence along said westerly extension, said South line, and an Easterly extension thereof, North 89°04'47" East for a distance of 469.67 feet to a point on the East line of Switzer Addition, as monumented and occupied, recorded in Plat Book D, Page 414 and modified by Affidavit recorded in Book 284, Page 101;

thence along the East line of said subdivision, South 00°37'38" East for a distance of 630.75 feet to a point on the south line of said Northwest One-Quarter of the Northwest One-Quarter;

thence along the South line of said Northwest One-Quarter of the Northwest One-Quarter, South 89°52'00" West for a distance of 439.25 feet to the **Point-of-Beginning**.

containing 285,730 Square Feet or 6.5595 Acres, more or less.

4877

Prepared by: William D. Bartine, 666 Walnut Street Suite 2000, Des Moines, IA 50309-3989, 515-243-7100

**OWNER'S CONSENT TO PLAT
LANG CREEK CROSSING PLAT 1**

LANG CREEK, L.L.C., an Iowa limited liability company, 2403 - 6th Avenue, Grinnell, IA 50112, as a contract seller of a portion of the property to be platted as LANG CREEK CROSSING PLAT 1, an Official Plat, now included in and forming a part of the City of Grinnell, Poweshiek County, Iowa, legally described in Exhibit "A" attached hereto, pursuant to that certain Real Estate Contract entered into with Waterford Group, Inc., an Iowa corporation, dated July 9th, 2005, a Memorandum of which was recorded May 16, 2005 in Book 749, Page 434 of the Poweshiek County, Iowa records, hereby consents to the plat of LANG CREEK CROSSING PLAT 1, as set forth in the final plat thereof.

Dated this 26th day of October, 2006.

LANG CREEK, L.L.C., an Iowa limited liability company

By: Ronald E Lang
Ronald E Lang, President

POLK
STATE OF IOWA, COUNTY OF ~~POWESHIEK~~, SS.

On this 26th day of October, 2006, before me, the undersigned, a Notary Public in and for said County and State personally Ronald E Lang, to me personally known, who being by me duly sworn, did say he is a Manager of Lang Creek, L.L.C.; that said instrument was signed on behalf of said limited liability company by authority of its Managers; and that the said Ronald E Lang, as such officer, acknowledged the execution of the instrument to be the voluntary act and deed of said limited liability company by it and by him voluntarily executed.

Claudia J. Jackovich
Notary Public in and for the State of Iowa

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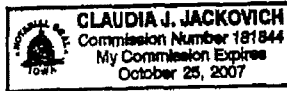


EXHIBIT A

Legal Description for LANG CREEK CROSSING PLAT 1

Lang Creek Crossing Plat 1 located in the Northwest One-Quarter of the Northwest One-Quarter of Section 33, Township 80 North, Range 16 West of the 5th P.M., City of Grinnell, Poweshiek County, Iowa, being a portion of that property described in the document recorded in Book 660, Page 658 and said property is also depicted on a Plat of Survey filed in Book 9, Page 50, in the Poweshiek County Recorder's Office, and more particularly described as follows:

Commencing at the Southwest corner of the Northwest One-Quarter of the Northwest One-Quarter of said Section 33:

thence along the South line of said Northwest One-Quarter of the Northwest One-Quarter, North 89°52'00" East for a distance of 153.77 feet to a point on the East right-of-way line of Primary Road No. 146, said point being the **Point-of-Beginning**;

thence along said East right-of-way line, North 00°40'00" West for a distance of 245.48 feet to an angle point in said East right-of-way line, as established by that document recorded in Book 423, Page 429;

thence along the right-of-way line as established in said Book 423, Page 429, for the next three courses, South 89°20'00" West for a distance of 20.00 feet;

thence North 02°34'33" West for a distance of 300.17 feet;

thence North 00°40'00" West for a distance of 79.11 feet to the point-of-intersection of said last mentioned right-of-way line with the Westerly extension of the South line of Parcel "A", as monumented, of that property described in the document recorded in Book 611, Page 22 and said property is also depicted on a Plat of Survey filed in Book 8, Page 29, in the Poweshiek County Recorder's Office;

thence along said westerly extension, said South line, and an Easterly extension thereof, North 89°04'47" East for a distance of 469.67 feet to a point on the East line of Switzer Addition, as monumented and occupied, recorded in Plat Book D, Page 414 and modified by Affidavit recorded in Book 284, Page 101;

thence along the East line of said subdivision, South 00°37'38" East for a distance of 630.75 feet to a point on the south line of said Northwest One-Quarter of the Northwest One-Quarter;

thence along the South line of said Northwest One-Quarter of the Northwest One-Quarter, South 89°52'00" West for a distance of 439.25 feet to the **Point-of-Beginning**.

containing 285,730 Square Feet or 6.5595 Acres, more or less.

4877

Prepared by: William D. Bartine, 2000 Financial Center, Des Moines, IA 50309, 515-243-7100

**OWNER'S CONSENT TO PLAT
LANG CREEK CROSSING PLAT 1**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned hereby certifies, states, and acknowledges that KUM & GO, L.C., an Iowa limited liability company, is the proprietor and record titleholder of a portion (legally described as Parcel C of the Plat of Survey recorded May 16, 2005, in Survey Book 10, Page 315) of the real estate situated in Poweshiek County, Iowa, more particularly described in Exhibit "A" hereto, to be subdivided and platted as LANG CREEK CROSSING PLAT 1, an Official Plat, now included in and forming a part of the City of Grinnell, Poweshiek County, Iowa, as it appears on the accompanying plat and is done so with the free consent and in accordance with the desire of said owner.

Dated this 27th day of October, 2006.

KUM & GO, L.C.
an Iowa limited liability company

By: James J. Brandt
Name: James J. Brandt
Title: Vice President

STATE OF IOWA, COUNTY OF POLK, SS.

On this 27th day of October, 2006, before me, the undersigned, a Notary Public in and for said County and State personally James J. Brandt, to me personally known, who being by me duly sworn, did say he/she is the Vice President of Kum & Go, L.C., an Iowa limited liability company, executing the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.



Nathan Allen
Notary Public in and for the State of Iowa

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EXHIBIT A

Legal Description for LANG CREEK CROSSING PLAT 1

Lang Creek Crossing Plat 1 located in the Northwest One-Quarter of the Northwest One-Quarter of Section 33, Township 80 North, Range 16 West of the 5th P.M., City of Grinnell, Poweshiek County, Iowa, being a portion of that property described in the document recorded in Book 660, Page 658 and said property is also depicted on a Plat of Survey filed in Book 9, Page 50, in the Poweshiek County Recorder's Office, and more particularly described as follows:

Commencing at the Southwest corner of the Northwest One-Quarter of the Northwest One-Quarter of said Section 33:

thence along the South line of said Northwest One-Quarter of the Northwest One-Quarter, North 89°52'00" East for a distance of 153.77 feet to a point on the East right-of-way line of Primary Road No. 146, said point being the **Point-of-Beginning**;

thence along said East right-of-way line, North 00°40'00" West for a distance of 245.48 feet to an angle point in said East right-of-way line, as established by that document recorded in Book 423, Page 429;

thence along the right-of-way line as established in said Book 423, Page 429, for the next three courses, South 89°20'00" West for a distance of 20.00 feet;

thence North 02°34'33" West for a distance of 300.17 feet;

thence North 00°40'00" West for a distance of 79.11 feet to the point-of-intersection of said last mentioned right-of-way line with the Westerly extension of the South line of Parcel "A", as monumented, of that property described in the document recorded in Book 611, Page 22 and said property is also depicted on a Plat of Survey filed in Book 8, Page 29, in the Poweshiek County Recorder's Office;

thence along said westerly extension, said South line, and an Easterly extension thereof, North 89°04'47" East for a distance of 469.67 feet to a point on the East line of Switzer Addition, as monumented and occupied, recorded in Plat Book D, Page 414 and modified by Affidavit recorded in Book 284, Page 101;

thence along the East line of said subdivision, South 00°37'38" East for a distance of 630.75 feet to a point on the south line of said Northwest One-Quarter of the Northwest One-Quarter;

thence along the South line of said Northwest One-Quarter of the Northwest One-Quarter, South 89°52'00" West for a distance of 439.25 feet to the **Point-of-Beginning**.

containing 285,730 Square Feet or 6.5595 Acres, more or less.

4877

Prepared by: William D. Bartine, 2000 Financial Center, Des Moines, IA 50309, 515-243-7100

**MORTGAGEE'S CONSENT TO PLAT
LANG CREEK CROSSING PLAT 1**

Valley Bank, 12257 University Avenue, Clive, IA 50325, mortgagee of property including a portions of the property to be platted as LANG CREEK CROSSING PLAT 1, an Official Plat, now included in and forming a part of the City of Grinnell, Poweshiek County, Iowa, legally described in Exhibit "A" attached hereto, pursuant to that certain Open-End Mortgage dated as of July 7, 2006 executed by WATERFORD GROUP, INC., which mortgage was recorded July 11, 2006 in Book 783, Page 171 of the Poweshiek County, Iowa records; and pursuant to the certain Open-End Mortgage dated as of July 7, 2006, LANG CREEK, L.L.C., an Iowa limited liability company, recorded July 11, 2006 in Book 783, Page 181 of the Poweshiek County, Iowa records, hereby consents to the plat of LANG CREEK CROSSING PLAT 1, as set forth in the final plat thereof.

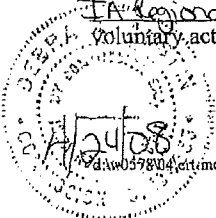
Dated this 24 day of October, 2006.

VALLEY BANK

By: Dennis H. Hansen
Name: Dennis H. Hansen
Title: Iowa Regional President

STATE OF IOWA, COUNTY OF Polk, SS.

On this 24 day of October, 2006, before me, a Notary Public in and for the State of Iowa, personally appeared Dennis H. Hansen, to me personally known, who being by me duly sworn, did say that he is Iowa Regional Pres. of Valley Bank; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Iowa Regional Pres., as such officer, acknowledged the execution of the instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.



Deborah A. ...
Notary Public in and for the State of Iowa

LAW OFFICES
BELIN LAMSON McCORMICK ZUMBACH FLYNN
A Professional Corporation
666 WALNUT STREET SUITE 2000
DES MOINES, IA 50309
Telephone: (515) 243-7100 Telecopier (515) 282-7615

Plat Opinion

4877

August 22, 2006

City of Grinnell
Attention: Mr. Russ Behrens, City Manager
City Hall
927 Fourth Avenue
Grinnell, IA 50112-2043

Mr. Ronald E. Lang, President
Waterford Group, Inc.
2403 6th Avenue
Grinnell, IA 50112

Kum & Go, L.C.
Attention: James J. Brandt, Vice President,
General Counsel and Secretary
6400 Westown Parkway
West Des Moines, IA 50266

This is to certify that I have examined the attached Abstract of Title prepared in one part by Security Title & Escrow Services, Inc. in Abstract No. 06-372 containing Entry Nos. 97 through 102, inclusive, continued to August 4, 2006 at 8:00 a.m. covering the following described real estate, which is to be known as:

LANG CREEK CROSSING PLAT 1

Lang Creek Crossing Plat 1 located in the Northwest One-Quarter of the Northwest One-Quarter of Section 33, Township 80 North, Range 16 West of the 5th P.M., City of Grinnell, Poweshiek County, Iowa, being a portion of that property described in the document recorded in Book 660, Page 658 and said property is also depicted on a Plat of Survey filed in Book 9, Page 50, in the Poweshiek County Recorder's Office, and more particularly described as follows:

Commencing at the Southwest corner of the Northwest One-Quarter of the Northwest One-Quarter of said Section 33:

thence along the South line of said Northwest One-Quarter of the Northwest One-Quarter, North 89°52'00" East for a distance of 153.77 feet to a point on the East right-of-way line of Primary Road No. 146, said point being the **Point-of-Beginning**;

thence along said East right-of-way line, North 00°40'00" West for a distance of 245.48 feet to an angle point in said East right-of-way line, as established by that document recorded in Book 423, Page 429;

thence along the right-of-way line as established in said Book 423, Page 429, for the next three courses, South 89°20'00" West for a distance of 20.00 feet;

thence North 02°34'33" West for a distance of 300.17 feet;

thence North 00°40'00" West for a distance of 79.11 feet to the point-of-intersection of said last mentioned right-of-way line with the Westerly extension of the South line of Parcel "A", as monumented, of that property described in the document recorded in Book 611, Page 22 and said property is also depicted on a Plat of Survey filed in Book 8, Page 29, in the Poweshiek County Recorder's Office;

thence along said westerly extension, said South line, and an Easterly extension thereof, North 89°04'47" East for a distance of 469.67 feet to a point on the East line of Switzer Addition, as monumented and occupied, recorded in Plat Book D, Page 414 and modified by Affidavit recorded in Book 284, Page 101;

thence along the East line of said subdivision, South 00°37'38" East for a distance of 630.75 feet to a point on the south line of said Northwest One-Quarter of the Northwest One-Quarter;

thence along the South line of said Northwest One-Quarter of the Northwest One-Quarter, South 89°52'00" West for a distance of 439.25 feet to the **Point-of-Beginning**.

containing 285,730 Square Feet or 6.5595 Acres, more or less.

and based upon the abstract I report merchantable, fee title to that portion of such property legally described as:

Parcel C as described in the Plat of Survey of a parcel of land located in the Northwest One Quarter of the Northwest One-Quarter of Section 33, Township 80 North, Range 16 West of the 5th P.M., City of Grinnell, Poweshiek County, Iowa, and recorded May 16, 2005 in Survey Book 10, Page 315

(to be platted as Lots 1 and 2, LANG CREEK CROSSING PLAT 1),

in the name of

KUM & GO, L.C., an Iowa limited liability company

and based upon the abstract I report legal title to the balance of said property (to be platted as Lot 3 and Lot A, LANG CREEK CROSSING PLAT 1), in the name of

LANG CREEK, L.L.C.

and based upon the abstract I report equitable title to said balance of the property in the name of

WATERFORD GROUP, INC.

subject to the following:

1. **LIMITED LIABILITY COMPANY TITLEHOLDER:** The Articles of Incorporation of each of the titleholders have been amended to change the entity's name from Waterford Group, L.L.C. to Lang Creek, L.L.C. **I require that an Affidavit of Identity be recorded or other showing made to confirm this name change of record.**

2. **EQUITABLE TITLEHOLDER:** At Entry No. 86 of Abstract No. 05-468 there appears a Memorandum of Contract, recorded on May 16, 2005 in Book 749, Page 434, reciting that the subject land has been sold on contract to Waterford Group, Inc. **I require that the legal titleholder and the equitable titleholder execute and deliver their respective consents to plat.**

3. **FINANCING INSTRUMENTS:**

a. **MORTGAGE:** At Entry No. 97 of Abstract No. 06-3729 there appears an Open-End Mortgage in the maximum amount of \$1,838,550.00 dated July 7, 2006 executed by Waterford Group, Inc. in favor of Valley Bank, recorded July 11, 2006 in Book 783, Page 171 of the Poweshiek County, Iowa records.

b. **MORTGAGE:** At Entry No. 98 of Abstract No. 06-372 there appears an Open-End Mortgage in the maximum amount of \$1,838,550.00 dated July 7, 2006 executed by Lang Creek, L.L.C. in favor of Valley Bank, recorded July 11, 2006 in Book 783, Page 181 of the Poweshiek County, Iowa records. Valley Bank must execute a Mortgagee's Consent to Plat.

4. **PLAT OF SURVEY – PARCEL C:** At Entry No. 87 of Abstract No. 05-468 there appears the Plat of Survey covering Parcel C, recorded in Survey Book 10, Page 315 of the Poweshiek County, Iowa records. A copy of this Plat of Survey as it appears in the abstract is attached hereto and should be reviewed for setback requirements, easements, location, area, access to public streets and other matters affecting the property. The property described as Parcel C appears to be located in the area to be platted as Lang Creek Crossing Plat 1, although there are minor discrepancies in the description. Upon filing the plat, Lang Creek, L.L.C. and Waterford Group, Inc. should deliver to Kum & Go, L.C. a Quit Claim Deed conveying lots 1 and 2, Lang Creek Crossing Plat 2.

5. **PLAT OF SURVEY – PARCEL B:** At Entry No. 69 of Abstract No. 04-649 there appears the Plat of Survey covering Parcel B, recorded in Survey Book 9, Page 50 of the Poweshiek County, Iowa records. A copy of this Plat of Survey as it appears in the abstract is attached hereto and should be reviewed for setback requirements, easements, location, area, access to public streets and other matters affecting the property. The property described in Exhibit A appears to be located within Parcel B, subject to the qualification set forth in Item 4 of this opinion.

6. **PLAT (SWITZER ADDITION):** At Entry No. 17 of Abstract No. 04-649 there appears the plat of Switzer Add., recorded in Subdivision Plat Book D, Page 413 of the Poweshiek County, Iowa records. A copy of this Plat as it appears in the abstract is attached hereto for reference purposes.

7. **LIMITED EASEMENT – POWESHIEK WATER ASSOCIATION:** At Entry No. 37 of Abstract No. 04-649 there appears a Limited Easement granted to Poweshiek Water Association, recorded in Book 471, Page 577 of the Poweshiek County, Iowa records affecting Lots 1, 2, 9 and 10 in Block 2, Switzer's Addition. At Entry No. 38 there appears a Limited Easement granted to Poweshiek Water Association, recorded in Book 473, Page 187 of the Poweshiek County, Iowa records. Both of these easements are limited to a 30-foot wide parcel in which Poweshiek Water Association's waterlines are situated. This Easement should be released in connection with the City's purchase of water rights from Poweshiek Water Association.

8. **EASEMENT (FRONTAGE ROAD):** At Entry No. 58 of Abstract No. 04-649 there appears an Easement recorded in Book 592, Page 620 of the Poweshiek County, Iowa records. This Easement affects the west 50 feet of the subject property, and should be vacated, abandoned, and disclaimed by Waterford Group, Inc. and Lang Creek, L.L.C. in the area south of the north border of the subject property.

9. **DECLARATION OF USE RESTRICTIONS:** At Entry No. 90 of Abstract No. 05-468 there appears a Declaration of Use Restrictions, recorded May 18, 2005 in Book 749, Page 621 of the Poweshiek County, Iowa records.

10. **EASEMENT (ECONO LODGE SIGN):** At Entry No. 61 of Abstract No. 04-649 there appears an Easement to operate, use, maintain, repair and replace the existing the Econo Lodge sign located on the property, recorded in Book 611, Page 32 of the Poweshiek County, Iowa records.

11. **PUBLIC ACCESS INSTRUMENTS:**

a. **EASEMENT FOR PUBLIC HIGHWAY:** At Entry No. 5 of Abstract No. 04-649 there appears an Easement for Public Highway granted to the State of Iowa, recorded in Book 163, Page 627 of the Poweshiek County, Iowa records.

b. **RELINQUISHMENT OF RIGHTS OF DIRECT ACCESS:** At Entry No. 8 of Abstract No. 04-649 there appears an Affidavit, recorded in Book 226, Page 320 of the Poweshiek County, Iowa records, concerning the Iowa State Highway Commission controlled access of Primary Road Number IA 146 beginning at Sta. 2035 + 06.9 to Sta. 2516 +29.8 and from Sta. 2550 + 17.0 to Sta. 3115 +91.7. At Entry No. 9 of said pencil notes there appears an Affidavit, recorded in Book 226, Page 325, concerning the Iowa State Highway Commission controlled access of Primary Road Number IA 146 beginning Sta. 31 +33.0 to Sta. 428 +47.0.

c. **DEED:** At Entry No. 14 of Abstract No. 04-649 there appears a Warranty Deed granted to the State of Iowa, recorded in Book 252, Page 112 of the Poweshiek County, Iowa records, which deed replace an erroneous conveyance between the parties recorded March 8, 1962 as Instrument No. 789, recorded in Book 252, Page 46 of the Poweshiek County, Iowa records.

d. **AGREEMENT FOR REVISION OF ACCESS:** At Entry No. 56 Abstract No. 04-649 there appears an Agreement For Revision of Access, recorded in Book 580, Page 630 of the Poweshiek County, Iowa records.

e. **SPECIAL ACCESS CONNECTION (TYPE A CONNECTION ADJACENT TO LANG CREEK CROSSING):** At Entry No. 74 of Abstract No. 04-649 there appears an Establishment of a Special Access Connection by and between Waterford Group, L.L.C. and the Iowa Department of Transportation, recorded in Book 737, Page 697 of the Poweshiek County, Iowa records, over a portion of the property under examination.

12. **CITY INFRASTRUCTURE:**

a. **AGREEMENT FOR EXTENSION OF SEWER:** At Entry No. 36 of Abstract No. 04-649 there appears an Agreement For Extension of Sewer and/or Water Service Beyond The City Limits, recorded in Book 462, Page 302 of the Poweshiek County, Iowa records.

b. **RESOLUTION NO. 1824:** At Entry No. 52 of Abstract No. 04-649 there appears Resolution No. 1824, recorded in Book 544, Page 403 of the Poweshiek County, Iowa records, allowing a Sanitary Sewer Tap-On Fee. The property under examination is within the boundary of the benefitted district.

c. **RESOLUTION NO. 1084:** At Entry No. 53 of Abstract No. 04-649 there appears Ordinance No. 1084, recorded in Book 544, Page 404 of the Poweshiek County, Iowa records, establishing an industrial park trunk sewer benefitted district. The property under examination is within the boundary of the benefitted district.

d. **RISE DEVELOPMENT AGREEMENT:** At Entry No. 76 of Abstract No. 04-649 there appears a Rise Development Agreement, by and between Ronald E. Lang and Sally J. Lang and Waterford Group, Inc. and the City of Grinnell, Iowa, recorded March 14, 2005 in Book 745, Page 516 of the Poweshiek County, Iowa records.

e. **AGREEMENT FOR PRIVATE REDEVELOPMENT:** At Entry No. 85 of Abstract No. 05-468 there appears an Agreement For Private Redevelopment by and between The City of Grinnell, Iowa, Waterford Group, Inc. and Lang Creek, L.L.C., recorded May 13, 2005 in Book 749, Page 377 of the Poweshiek County, Iowa records.

f. **GRINNELL URBAN RENEWAL PLAN** The property under examination is subject to the Urban Renewal Plan Grinnell Urban Renewal Area City of Grinnell, Iowa recorded May 5, 2005 in Book 749, Page 11 of the Poweshiek County, Iowa records.

13. **CITY ORDINANCES:**

a. **NOTICE TO AMEND ZONING TO C1 (GENERAL COMMERCIAL):** At Entry No. 46 of Abstract No. 04-649 there appears an Affidavit of Publication recorded in Book 509 at Page 618 of the Poweshiek County, Iowa records regarding a Public Notice to amend Ordinance No. 774 (known as the Zoning Ordinance) concerning a portion of the property under examination. At Entry No. 47 of the pencil notes there appears Ordinance No. 1046, recorded in Book 509, Page 619 of the Poweshiek County, Iowa records, which amends the zoning map to C1 for the property under examination.

b. **FILLING STATION REGULATION:** At Entry No. 77 of Abstract No. 04-649 there appears Ordinance No. 552, recorded in Book 254, Page 335 of the Poweshiek County, Iowa records, regulating the location and erection of filling stations in the City of Grinnell and providing a penalty for the violation thereof. The property under examination is subject to this Ordinance.

c. **ZONING MAP OF GRINNELL:** At Entry No. 78 of Abstract No. 04-649 there appears a Certified Copy of Ordinance No. 626, recorded in Book 254, Page 343 of the Poweshiek County, Iowa records, consisting of a Zoning Map for the City of Grinnell, Iowa.

d. **CERTIFIED COPY OF SUBDIVISION ORDINANCE AND ZONING ORDINANCE:** At Entry No. 79 of Abstract No. 04-649 there appears a Certified Copy of Subdivision Regulations and Zoning Ordinance, recorded in Book 356, Page 1 of the Poweshiek County, Iowa records.

e. **AIRPORT HEIGHT LIMITATION ORDINANCE:** At Entry No. 80 of Abstract No. 04-649 there appears a Zoning Certified Copy of Subdivision Regulations and Zoning Ordinance, recorded in Book 356, Page 1, re-recorded in Book 462, Page 307, and re-recorded in Book 603, Page 300 of the Poweshiek County, Iowa records.

f. **ZONING ORDINANCE TO LIMIT HEIGHT OF OBJECTS AROUND AN AIRPORT:** At Entry No. 80 of Abstract No. 04-649 there appears a Zoning Ordinance to Limit Height of Object Around An Airport, recorded in Book 458, Page 613, re-recorded in Book 462, Page 307, and re-recorded in Book 603, Page 300 of the Poweshiek County, Iowa records.

14. **U.S. PUBLIC LAND CORNER CERTIFICATES:**

a. At Entry No. 26 of Abstract No. 04-649 there appears Land Corner Survey, recorded in Survey Book 1, Page 84 of the Poweshiek County, Iowa records.

b. At Entry No. 67 of Abstract No. 04-649 there appears United State Public Land Survey Corner Certificate, recorded in Survey Book 9, Page 48 of the Poweshiek County, Iowa records.

c. At Entry No. 68 of Abstract No. 04-649 there appears United State Public Land Survey Corner Certificate, recorded in Survey Book 9, Page 49 of the Poweshiek County, Iowa records.

15. **ZONING – GRINNELL:** [See Item Nos. 14(a), (c), (d), (e), and (f), above.]

16. **SEARCHES:** Searches have been made against the titleholders and the abstracter reports nothing which would be a lien in the event they obtain title to the property except as may be noted in this opinion.

17. **REAL ESTATE TAXES:** 2004-2005 fiscal year taxes:

a. **Parcel B, Except Parcel C:** first installment \$2,044.00.00 paid; second installment \$2,044.00 due not delinquent. Parcel No. 180-3356500.

b. **Parcel C:** first installment \$1,557.00 paid; second installment \$1,557.00 due not delinquent. Parcel No. 180-3356600.

c. **Taxes for the 2005-2006:** The taxes for the 2005-2006 fiscal year were not certified as of the date of this opinion, but such taxes are a lien on the property being platted as Lang Creek Crossing Plat 1

18. **PLAT OPINION:** This title opinion is rendered for platting purposes in accordance with the laws of the State of Iowa and for no other purpose.

Very truly yours,



William D. Bartine
For the Firm

WDB:ej

cc: William J. Sueppel, Esq.

RESOLUTION NO. 3055

"RESOLUTION APPROVING FINAL PLAT OF LANG CREEK CROSSING PLAT 1."

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WHEREAS, a final plat of Lang Creek Crossing Plat 1 has been filed with the City Clerk of the City of Grinnell, Iowa legally described as:

Lang Creek Crossing Plat 1 located in the Northwest One-Quarter of the Northwest One-Quarter of Section 33, Township 80 North, Range 16 West of the 5th P.M., City of Grinnell, Poweshiek County, Iowa, being a portion of that property described in the document recorded in Book 660 – Page 658 and said property is also depicted on a Plat of Survey filed in Book 9 – Page 50, in the recorder's office of Poweshiek County, and more particularly described as follows:

Commencing at the Southwest corner of the Northwest One-Quarter of the Northwest One-Quarter of said Section 33:

thence along the south line of said Northwest One-Quarter of the Northwest One-quarter, North 89°52'00" East for a distance of 153.77 feet to a point on the east right-of-way line of Primary Road No. 146, said point being the **Point-of-Beginning**;

thence along said east right-of-way line, North 00°40'00" West for a distance of 245.48 feet to an angle point in said east right-of-way line, as established by that document recorded in Book 423 – Page 429;

thence along the right-of-way line as established in said Book 423 – Page 429, for the next three courses, South 89°20'00" West for a distance of 20.00 feet;

thence North 02°34'33" West for a distance of 300.17 feet;

thence North 00°40'00" West for a distance of 79.11 feet to the point-of-intersection of said last mention right-of-way line with the westerly extension of the south line of Parcel "A", as monumented, of that property described in the document recorded in Book 611 – Page 22 and said property is also depicted on a Plat of Survey filed in Book 8 – Page 29, in the recorder of Poweshiek County;

thence along said westerly extension, said south line, and an easterly extension thereof, North 89°04'47" East for a distance of 469.67 feet to a point on the east line of Switzer Addition, as monumented and occupied, recorded in Plat Book D – Page 414 and modified by Affidavit recorded in Book 284 – Page 101;

thence along the east line of said subdivision, South 00°37'38" East for a distance of 630.75 feet to a point on the south line of said Northwest One-Quarter of the Northwest One-Quarter;

4877

STATEMENT BY AUDITOR

THE UNDERSIGNED, Jo Wray, Auditor of the County Of Poweshiek County, acting pursuant to Iowa Code Section 354.11 hereby approves the plat name of LANG CREEK CROSSING PLAT 1 for the following described real estate to wit:

See Legal Description Attached as Exhibit A

That the real estate is to be subdivided and platted as LANG CREEK CROSSING PLAT 1, An Official Plat in the City of Grinnell, Poweshiek County, Iowa, as it appears on the accompanying plat; and that name of LANG CREEK CROSSING PLAT 1 is hereby approved by the Poweshiek County Auditor.

Dated at Grinnell, Iowa on the 14th day of November, 2006

JO WRAY, POWESHIEK COUNTY
AUDITOR

By: [Signature]
Name: Jo Wray
Title: Poweshiek County Auditor

(Auditor's Seal)

Subscribed and sworn to before me on the 14th day of November, 2006.

[Signature]
Notary Public in and for the State of Iowa

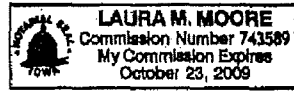


EXHIBIT A

Legal Description for LANG CREEK CROSSING PLAT 1

Lang Creek Crossing Plat 1 located in the Northwest One-Quarter of the Northwest One-Quarter of Section 33, Township 80 North, Range 16 West of the 5th P.M., City of Grinnell, Poweshiek County, Iowa, being a portion of that property described in the document recorded in Book 660, Page 658 and said property is also depicted on a Plat of Survey filed in Book 9, Page 50, in the Poweshiek County Recorder's Office, and more particularly described as follows:

Commencing at the Southwest corner of the Northwest One-Quarter of the Northwest One-Quarter of said Section 33;

thence along the South line of said Northwest One-Quarter of the Northwest One-Quarter, North 89°52'00" East for a distance of 153.77 feet to a point on the East right-of-way line of Primary Road No. 146, said point being the **Point-of-Beginning**;

thence along said East right-of-way line, North 00°40'00" West for a distance of 245.48 feet to an angle point in said East right-of-way line, as established by that document recorded in Book 423, Page 429;

thence along the right-of-way line as established in said Book 423, Page 429, for the next three courses, South 89°20'00" West for a distance of 20.00 feet;

thence North 02°34'33" West for a distance of 300.17 feet;

thence North 00°40'00" West for a distance of 79.11 feet to the point-of-intersection of said last mentioned right-of-way line with the Westerly extension of the South line of Parcel "A", as monumented, of that property described in the document recorded in Book 611, Page 22 and said property is also depicted on a Plat of Survey filed in Book 8, Page 29, in the Poweshiek County Recorder's Office;

thence along said westerly extension, said South line, and an Easterly extension thereof, North 89°04'47" East for a distance of 469.67 feet to a point on the East line of Switzer Addition, as monumented and occupied, recorded in Plat Book D, Page 414 and modified by Affidavit recorded in Book 284, Page 101;

thence along the East line of said subdivision, South 00°37'38" East for a distance of 630.75 feet to a point on the south line of said Northwest One-Quarter of the Northwest One-Quarter;

thence along the South line of said Northwest One-Quarter of the Northwest One-Quarter, South 89°52'00" West for a distance of 439.25 feet to the **Point-of-Beginning**.

containing 285,730 Square Feet or 6.5595 Acres, more or less.

4872

Prepared by: William D. Bartine, 2000 Financial Center, Des Moines, IA 50309, 515-243-7100

CERTIFICATE OF TREASURER OF POWESHIEK COUNTY, IOWA

I, Lana Taylor, Treasurer of Poweshiek County, having examined the records of my office, in accordance with the provisions of Iowa Code Section 354.11(5) (2005) pertaining to real property described on Exhibit A attached hereto to be hereinafter designated as LANG CREEK CROSSING PLAT 1, do hereby certify that the legal titleholders of said parcel of real estate are:

A. with respect to the area legally described as Parcel C of the Plat of Survey recorded May 16, 2006 in Survey Book 10, Page 315, to be platted as Lots 1 and 2, LANG CREEK CROSSING PLAT 1:

KUM & GO, L.C., an Iowa limited liability company;

B. and I further certify that the legal titleholder of the property described in Exhibit A, EXCEPT said Parcel C, is:

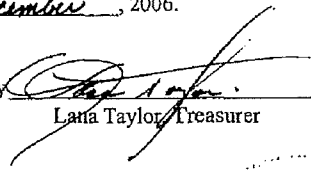
LANG CREEK, L.L.C., an Iowa limited liability company;

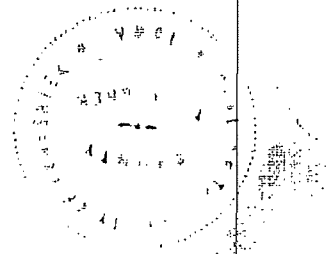
and the contract purchaser and proprietor of said parcel of real estate is:

WATERFORD GROUP, INC., an Iowa corporation

and the same are free from all certified taxes and all certified special assessments so far as the records of the Poweshiek County Treasurer, Poweshiek County, Iowa reveal.

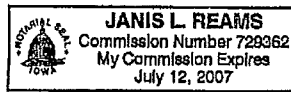
Dated at Montezuma, Iowa this 6th day of December, 2006.

By 
Lana Taylor, Treasurer



STATE OF IOWA)
) SS:
COUNTY OF POWESHIEK)

On this 6th day of December, 2006, before me, the undersigned, a Notary Public in and for said county, personally appeared Lana Taylor, Treasurer of said county, personally known to me to be the Treasurer of said county on the date of the execution of the foregoing plat and the signing of the foregoing certification and to be the identical person whose name is affixed to and who executed the above instrument as Treasurer of said county, and acknowledged the execution of the same as his voluntary act and deed, as Treasurer of said county for the purpose therein.



Janis L. Reams
Notary Public in and for the State of Iowa

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EXHIBIT A

Legal Description for LANG CREEK CROSSING PLAT 1

Lang Creek Crossing Plat 1 located in the Northwest One-Quarter of the Northwest One-Quarter of Section 33, Township 80 North, Range 16 West of the 5th P.M., City of Grinnell, Poweshiek County, Iowa, being a portion of that property described in the document recorded in Book 660, Page 658 and said property is also depicted on a Plat of Survey filed in Book 9, Page 50, in the Poweshiek County Recorder's Office, and more particularly described as follows:

Commencing at the Southwest corner of the Northwest One-Quarter of the Northwest One-Quarter of said Section 33:

thence along the South line of said Northwest One-Quarter of the Northwest One-Quarter, North 89°52'00" East for a distance of 153.77 feet to a point on the East right-of-way line of Primary Road No. 146, said point being the **Point-of-Beginning**;

thence along said East right-of-way line, North 00°40'00" West for a distance of 245.48 feet to an angle point in said East right-of-way line, as established by that document recorded in Book 423, Page 429;

thence along the right-of-way line as established in said Book 423, Page 429, for the next three courses, South 89°20'00" West for a distance of 20.00 feet;

thence North 02°34'33" West for a distance of 300.17 feet;

thence North 00°40'00" West for a distance of 79.11 feet to the point-of-intersection of said last mentioned right-of-way line with the Westerly extension of the South line of Parcel "A", as monumented, of that property described in the document recorded in Book 611, Page 22 and said property is also depicted on a Plat of Survey filed in Book 8, Page 29, in the Poweshiek County Recorder's Office;

thence along said westerly extension, said South line, and an Easterly extension thereof, North 89°04'47" East for a distance of 469.67 feet to a point on the East line of Switzer Addition, as monumented and occupied, recorded in Plat Book D, Page 414 and modified by Affidavit recorded in Book 284, Page 101;

thence along the East line of said subdivision, South 00°37'38" East for a distance of 630.75 feet to a point on the south line of said Northwest One-Quarter of the Northwest One-Quarter;

thence along the South line of said Northwest One-Quarter of the Northwest One-Quarter, South 89°52'00" West for a distance of 439.25 feet to the **Point-of-Beginning**.

containing 285,730 Square Feet or 6.5595 Acres, more or less.

4877

**DECLARATION OF PROTECTIVE COVENANTS FOR
LANG CREEK CROSSING PLAT 1**

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

William D. Bartine, Esq., 666 Walnut Street, Suite 2000, Des Moines, IA 50309-3989,
Phone 515-243-7100

Taxpayer Information: (name and complete address)

N/A

Return Document To: (name and complete address)

Preparer

Grantors:

N/A

Grantees:

N/A

Legal Description: See Exhibit A, Page 19.

Document or instrument number of previously recorded documents: N/A.

NOTE: this cover page is prepared in compliance with Iowa Code Section 331.606b, (2005). This cover page is provided for information purposes only.

**DECLARATION OF PROTECTIVE COVENANTS FOR
LANG CREEK CROSSING PLAT 1 AND PLAT 2**

WATERFORD GROUP, INC., an Iowa corporation (“Inc.”) and **LANG CREEK, L.L.C. f/k/a Waterford Group, L.L.C.**, an Iowa limited liability company (“Lang Creek”), (Inc. and Lang Creek collectively referred to herein as the “Developer”) hereby execute this Declaration of Protective Covenants (hereinafter this “Declaration”) for Lang Creek Crossing Plat 1, to be an official plat (hereinafter the “Plat”) included in and forming a part of the City of Grinnell, Poweshiek County, Iowa, the same to take effect when filed for record in the office of the Poweshiek County Recorder.

RECITALS AND SUBMISSION

A. Lang Creek and Inc. have entered into a contract under which Lang Creek has agreed to sell Inc. a parcel of land situated in or near Grinnell, Poweshiek County, Iowa, including the land intended to be subjected to this Declaration, which is more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (which land is hereinafter referred to as the “Land”).

B. Waterford Group, Inc. has sold a portion of the Land to Kum & Go, L.C., which land is being platted as Lots 1 and 2, Lang Creek Crossing Plat 1.

C. It is the purpose of the Developer by this Declaration to so divide, develop, and to impose covenants and restrictions upon the Land, all of which shall run with and bind the Land, and shall inure to the benefit of and shall be enforceable by the Developer or the Owner of any lots that make up a part of the Land and are subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

NOW, THEREFORE, the Developer does hereby declare that all of the Land described above (and other land that Developer may make subject hereto pursuant to Article XII hereof) is held and shall be held subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Land and the division thereof into individual lots and shall run with the Land and shall be a burden and a benefit to Developer, its successors and assigns, and any person or entity owning an interest in the Land, improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

**ARTICLE I.
DEFINITION OF TERMS**

1.1 “Architectural Review Committee” shall be composed of no less than three (3) or more than five (5) individuals, designated from time to time by the Developer (or the Board, if any), who shall have the powers and duties as set forth in Article VIII hereof.

1.2 “Association” shall mean and refer to a non-profit corporation organized or to be

organized by Developer pursuant to Iowa Code Chapter 504A. The Developer may, but is not required to, organize the Association, to which Developer may convey the Common Area and Common Area Improvements to the Association at some unspecified time following the date of this Declaration.

- 1.3 "Board" means and refers to the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association, if Developer elects to organize the Association.
- 1.4 "Building Site" or "Parcel" means any lot, tract, or portion thereof, or two or more contiguous lots, tracts, or portions thereof in the Property, including real property subject to recorded easements, upon which a building or buildings and appurtenant structures to be occupied by a single user may be erected.
- 1.5 "Building(s)" means the Building(s) that has (have) been, will be, or may be constructed upon the Property, within the Permissible Building Area(s), but the term "Building(s)" does not include Common Area Improvements.
- 1.6 "City" means the City of Grinnell, Iowa, a municipal corporation.
- 1.7 "Declaration" means this Declaration of Protective Covenants for the Lang Creek Crossing business park.
- 1.8 "Design Criteria" means and refers to the development criteria and design standards prescribing the quality and character specifications for the Property prepared by Developer from time to time. Such Design Criteria may be modified or amended from time to time in the future by the Developer (or the Board, if any) in its sole discretion subject to any necessary approval and/or changes by any regulatory authorities of the City or other governing body and shall be binding upon all of the Property.
- 1.9 "Developer" collectively means Waterford Group, Inc., an Iowa corporation, and Lang Creek, L.L.C., an Iowa limited liability company, its successors and assigns, unless the context indicates otherwise.
- 1.10 "Improvements" means and includes all Buildings and Common Area Improvements.
- 1.11 "Occupant" means Developer or any other person from time to time entitled, whether by lease, tenancy, deed, or other instrument or arrangement, to use and occupy any portion of a Building.
- 1.12 "Permissible Building Area" means all areas of the Property suitable (in Developer's sole discretion but not inconsistent with City ordinances) for construction of a Building of a certain size and height.
- 1.13 "Permittees" means all Occupants and their respective officers, directors, employees, agents, partners, and contractors, as well as customers, visitors, invitees, licensees, and concessionaires who have business purposes in any portion of the Lang Creek Crossing business park.

1.14 "Property" or "Lang Creek Crossing" means the real property described in Exhibit "A" situated in or near the City of Grinnell, Poweshiek County, Iowa. The Property may be replatted by Developer without the requirement of consent by any other Occupant.

1.15 "Supplemental Declaration" means any declaration of covenants, conditions, restrictions, and easements executed from time to time by Developer with respect to a specific Building Site at the Property, or with respect to additional property that is made subject to these covenants pursuant to Article X.

**ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION**

2.1 The Property, subject to liens, encumbrances, easements, conditions, reservations, restrictions, and plats and replats of record shall be held, conveyed, transferred, occupied, and sold subject to this Declaration. Any person or entity accepting a deed conveying any Building Site or other portion of the Property, or entering into a lease or other agreement providing for rights in and to the Property, shall be bound by this Declaration as if they were a party hereto.

**ARTICLE III.
PURPOSES OF DECLARATION**

3.1 The Property is subjected to this Declaration to ensure the proper use and most appropriate development of and improvements on each Building Site. It is the intent of this Declaration to provide conditions, covenants, restrictions, reservations, standards, and easements to insure that the Property will always be maintained as an attractive commercial area that will complement the park-like setting for business associated with the Lang Creek Crossing business park, with ample, landscaped, open areas; attractive, high quality structures; and proper and desirable use and appropriate development and improvement of all Property. The objectives of this Declaration are: to protect the Occupants and Permittees of the Property against improper and undesirable use of surrounding property; to guard against depreciation in value of the Property; to guard against erection of structures constructed improperly or of unsuitable materials or design; to encourage the erection of attractive improvements at appropriate locations; to prevent haphazard and inharmonious improvement of the Property; and in general to provide adequately for a high type and quality of improvement and development at the Property.

3.2 One of the purposes of this Declaration is to provide general rules of governance covering the entire Property and the relationship of the Developer (and the Association, if any) and all Occupants of the Property, while the purpose of each Supplemental Declaration will be to specify the relationship between the Developer (and the Association, if any) and the Occupants of specific Building Sites upon the Property or upon other property made subject to this Declaration pursuant to Article X.

3.3 This Article shall be used by the Developer (and the Board, if any) and all tribunals as a standard in judging performance and interpreting the provisions of this

Declaration and in granting approval or disapproval of development by Occupants in the Land Creek Crossing.

**ARTICLE IV.
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION**

- 4.1 Establishment. Developer shall have the right, but not the obligation, to organize the Association for purposes of owning and administering the Common Area, the Common Area Improvements, the Design Criteria, and all other matters consistent with this Declaration and Section 4.04 hereof. If Developer elects to organize the Association, it shall be organized in a manner consistent with this Article IV.
- 4.2 Membership. Membership in the Association shall consist of one membership for each Building Site, which memberships shall be appurtenant to and not be separated from ownership of any such Building Site (sometimes hereinafter referred to as the "Memberships").
- 4.3 Voting Rights. The voting rights of and the reserved rights of the Developer shall be specified in the Articles of Incorporation and Bylaws of the Association and in Article V hereof. The Articles of Incorporation and Bylaws will generally provide that one vote will be allocated to each Membership.
- 4.4 Authority and Obligations. The Association through its Board of Directors, shall have the right, power, and authority to own the Common Areas and the Common Area Improvements; to provide for the enforcement of the terms and conditions of this Declaration; to review and approve plans and specifications as required by this Declaration; and to establish policies and procedures for such review and approval or disapproval; to provide for any improvements or maintenance of improvements in the Common Area that they may deem necessary or desirable; to levy, collect, and have jurisdiction, control, and possession of assessments as hereinafter provided; to enter into contracts as may be necessary or desirable to carry out the provisions of this Declaration; and to otherwise establish such procedures and policies necessary or deemed desirable to provide for the general welfare, in accordance with the spirit and letter of this Declaration, including the power to make variances in this Declaration, but only in accord with the intent and purpose of Article III above. The Association shall have the duty, responsibility, and obligation to maintain, operate, improve, and reconstruct as necessary the Common Area.

**ARTICLE V.
DEVELOPER'S RESERVED RIGHTS AND POWERS**

- 5.1 Developer is irrevocably empowered, notwithstanding any provision hereof or any provision of the Articles of Incorporation or Bylaws of the Association notwithstanding, to designate portions of the Property as Building Sites and Common Areas; to plat and replat the Property; add adjacent or adjoining properties to the Property (disregarding bisecting highways or roads); to sell or lease Building Sites to any person approved by Developer and to name said party as Member of the Association (if applicable), and Developer shall have the right to transact on the Property any business relating to the construction, sale, or lease of Building Sites

including, but not limited to, the right to maintain offices, signs, employees, and equipment and materials on the Property, to use Common Area, and to show Building Sites. Developer retains the right to be and remain the owner of Building Sites, whether developed or undeveloped, under the same terms and conditions as other Occupants, including membership in the Association, save for the rights reserved in this Article.

- 5.2 Developer, for purposes of selling, leasing, or developing the Building Sites, expressly reserves the right to designate perpetual easements for ingress, egress, and utility purposes as may be reasonably required across, through, and under the Property, subject to the prior written consent of the Occupants holding title to any portion of the Property and their mortgagees, which consent shall not be unreasonably withheld.
- 5.3 Developer is irrevocably empowered, notwithstanding any provision hereof or any provision of the Articles of Incorporation or Bylaws of the Association notwithstanding, to i) name all members of the Board of Directors of the Association; or ii) to have a right to a super voting right of 10 votes for every membership right held by Developer; until the occurrence of the later of the following events:
- (a). The disposition by Developer or its successors and assigns of all of its interest in the last Building Site in the Property or any Additional Land made subject to this Declaration pursuant to Article X hereof; or
 - (b). The substantial completion of Improvements on the last Building Site located on the Property or any Additional Land made subject to this Declaration pursuant to Article X hereof.

**ARTICLE VI.
MAINTENANCE, REPAIR, ALTERATIONS AND RESTORATION – GENERAL**

- 6.1 Maintenance of Buildings and on Each Parcel. Subject to the provisions of the other Sections of this Article VI and other applicable provisions of this Declaration, each Parcel Occupant shall maintain at its sole cost and expense its Building(s), in good order, condition, and repair, ordinary wear and tear. Each party shall at its own cost and expense maintain its monument signs (if any) and building identification signs in good order, condition, and repair.
- 6.2 Damage or Destruction During Initial Construction of Buildings. If all or any part of any Building is damaged or destroyed at any time prior to the fulfillment by the Parcel Owner of its initial construction obligation, and such damage or destruction is attributable to fire or any other cause whatsoever, such Parcel Owner shall promptly commence reconstruction of its Building to the extent necessary to fulfill its initial construction obligation and shall diligently prosecute such reconstruction to completion.
- 6.3 Duty to Complete Rebuilding. It is agreed that construction of or on any Building or other Improvement that it elects or is required to rebuild, replace, or repair pursuant

to this Article VI shall be commenced promptly after such damage or destruction occurs and completed with due diligence and it is further agreed that prior to the commencing such rebuilding, replacement, or repair, there shall be compliance with any applicable requirements herein set forth with respect to initial construction. As to reconstruction of any Building in accordance with plans that have previously been approved as may be herein required, such plans need not be resubmitted for approval.

- 6.4 Clearing Debris from Razed Improvements. If a Parcel Occupant is not obligated hereunder to rebuild, replace, or repair a Building on its Parcel that has been damaged or destroyed, and if such Parcel Occupant elects not to do so, then it shall raze such Building (or such part thereof that has been damaged or destroyed and the remainder shall be restored to a unified architectural whole) and clear the area of all debris. After any ground area has been cleared, it shall automatically become a part of the Common Area (although legal title and other rights of occupancy shall not otherwise be affected) and landscaped and shall be so improved by the Parcel Occupant performing the razing so as to be compatible with adjacent landscaping until such time as rebuilding may occur thereon. All activities that are performed by the Parcel Occupant razing the improvements and constructing the landscaping shall be at such Parcel Occupant's sole cost and expense.
- 6.5 Miscellaneous Repairs and Alterations. Subject to the preceding Sections of this Article VI and the other provisions of this Declaration, each Parcel Occupant, at any time and from time to time, may make such repairs, alterations, reconstructions, or additions to its Building(s) and Improvements as it deems necessary or advisable under the circumstances.

ARTICLE VII. ARCHITECTURAL REVIEW

7.1 Procedure.

- (a). Design Criteria. The Developer shall adopt the initial Design Criteria, which shall be consistent with this Declaration. The Design Criteria must require predominantly brick structures. Wall offsets or insets, angular walls or building orientation, or other architectural or site planning features shall be used to mitigate building mass and uniformity, especially as viewed from Interstate I-80 and Iowa Highway 146. Roofs shall be predominantly pitched, not flat. Colors shall be restricted to muted shades, except for signage and architectural accents. The Architectural Review Committee ("ARC") shall have no authority to modify the initial Design Criteria expressed in this Section 8.01(a) without the written consent of Developer.
- (b). The ARC shall recommend, from time to time, to the Developer (or the Board, if any) modifications and/or amendments to the Design Criteria. Any modification or amendment to the Design Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until (i) adopted by the Developer (or the Board, if any) and (ii) approved in

writing by the Developer, if Developer has organized an Association. Notice of any modification or amendment to the Design Criteria, including a verbatim copy of such change or modification, shall be delivered to each Parcel Owner or lessee of a Parcel, provided that the delivery to each Parcel Owner or lessee of a Parcel of notice and a copy of any modification or amendment to the Design Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification. Change, modification, or amendment to the Design Criteria shall not be a requirement to modify or change a previously approved Improvement. However, any rebuilding, modification, or addition to an existing Improvement shall comply with the design criteria as modified or amendment at the time of such addition or modification.

- (c). No Improvement, as that term is hereinabove defined, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefor and structural design, signs and landscaping, and traffic circulation, shall be prepared as required by the Design Criteria and submitted to the Architectural Review Committee and approved in writing by the Developer (or the Board, if any). Such plans and specifications shall be submitted in writing over the signature of the Occupant of the Building Site or his/her/its authorized agent. At least three (3) complete sets of all such plans and specifications for any Improvement shall be submitted to the ARC. The ARC may also require submission of samples of building materials and colors proposed for use on any Building Site on the Property, and may require such additional information as reasonably may be necessary for the ARC to evaluate completely the proposed improvement in accordance with this Declaration and the Design Criteria. Reviews shall be coordinated with any required City and County approvals or approvals of other governing bodies.
- (d). The ARC shall recommend for the Developer (or the Board, if any) the approval or disapproval of any Improvement or change or modification thereto, the construction, erection, performance, or placement of which is proposed upon any Building Site or the Property. All recommendations of the ARC shall be submitted in writing to the Developer (or the Board, if any).
- (e). Approval or disapproval hereunder shall be predicated upon the sole opinion of the Developer (or the Board, if any) as to whether said building, structures, or improvements conform to the general character of Lang Creek Crossing business park in accordance with the general guidelines and intent of Article III above. No application for a building permit shall be made or issued without receiving such approval, as hereinabove provided. Such approval may, but need not, be made by a certificate in recordable form. The determination of the Developer (or the Board, if any) shall in all events be final and dispositive upon all parties.

Approval shall be based, among other things, upon adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring sites, relation of topography, grade, and finished ground elevation of the site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. If the Developer (or the Board, if any) fails either to approve or disapprove such plans and specifications within thirty (30) days after the same had been submitted to it by the ARC, it shall be conclusively presumed that the Developer (or the Board, if any) has approved said plans and specifications, subject, however, to the restrictions contained in the Design Criteria. The Developer (or the Board, if any) shall not be liable for damages to anyone so submitting plans for approval or making any other request of the Developer (or the Board, if any), or to any Occupant in the Lang Creek Crossing business park by reason of mistake in judgment, negligence, or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any plans or other request. Likewise, anyone so submitting plans or a request for approval agrees, by submission of such plans, and every occupant of any Building Site on the Property agrees, by acquiring title thereto or interest herein, that he/she/it will not bring any action or suit against the Developer (or the Board, if any) to recover any such damages. The Developer (or the Board, if any) may, and they are hereby authorized to, promulgate design and landscape guidelines for the information of affected persons, providing such guidelines shall be in conformity with the spirit and intent of this Declaration. Any person, firm, or corporation violating this Section 8.01(d) shall be liable for all costs incurred in remedying such violation, including, but not limited to, removal of any construction commenced without such approval and attorneys' fees and court costs.

- (f). If any Improvement is changed, modified, or altered without prior approval of the Developer (or the Board, if any), then the owner shall upon demand cause the Improvements to be restored to comply with the plans and specifications originally approved by the Developer (or the Board, if any) and shall bear all costs and expenses of such restoration, including the costs and reasonable attorney's fees of the Developer (or the Board, if any).
- (g). The Developer (or the Board, if any) shall adopt a schedule of reasonable fees for processing requests for Developer (or the Board, if any) approval for proposed Improvements. Such fees, if any, shall be payable to the Developer (or the Association, if any) in cash, at the time that plans and specifications are submitted to the ARC. In the event such fees, as well as any other costs or expenses of the ARC or the Developer (or the Board, if any) pursuant to any other provisions of this Article are not paid by the

Owner, they shall become a lien of the Developer (or the Association, if any) on the Building Site, pursuant to Article VIII.

- (h). The ARC and the Developer (or the Board, if any) may retain professional advisors such as attorneys and architects as may be necessary in the exercise of its powers.
- (i). The ARC and the Developer (or the Board, if any) may perform such incidental acts as may be necessary in the exercise of their Architectural Review powers.
- (j). Developer (or the Board, if any) shall have the right to reasonably approve any material change to the exterior of all Buildings constructed on the Property. Developer (or the Board, if any) shall provide its approval or disapproval of any such material change within thirty (30) days of its receipt of written request for such approval, which must include a complete set of plans and specifications for such change (including material and color samples), and if Developer (or the Board, if any) fails to grant such approval or disapproval within such thirty (30) day period, such approval shall be deemed given.

7.2 Liability. Neither the ARC, the Developer, nor the Board (if any) nor their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any such plans and specifications. Every person or entity that submits plans for approval agrees, by submission of such plans and specifications, and every Occupant of any of said Building Sites agrees, by acquiring title thereto or an interest therein, that he/she/it will not bring any action or suit against the ARC, the Board, or Developer to recover any such damages.

**ARTICLE VIII.
GENERAL COVENANTS**

8.1 Permitted Operations and Uses. All of the Building Sites are intended to be used for retail sales, restaurants, and businesses of a kindred nature, including accessory or directly related services in compliance with all ordinances of the City of Grinnell, Iowa including, without limitation, the City zoning ordinance. No portion of the Property shall be rezoned without the prior written consent of Developer. Unless otherwise specifically prohibited by the ordinances of the City of Grinnell, Iowa, any operation and use will be permitted if it is performed or carried out entirely within a Building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites such as but not limited to vibration, sound, electro-mechanical disturbance and radiation, electro-magnetic disturbance, radiation, air or water pollution, dust, emission of odorous, toxic, or non-toxic matter. Furthermore, all lighting is to be shielded and confined within property lines.

8.2 Other Operations and Uses.

- (a). Operations and uses that are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by the Developer (or the Board, if any) and the use is authorized by the ordinances of the City of Grinnell, Iowa. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the Occupants thereof. If the Developer (or the Board, if any) fails either to approve or to disapprove such operational plans and specifications within thirty (30) days after the same have been submitted to it shall be conclusively presumed that the Developer (or the Board, if any) has disapproved said plans and specifications.
- (b). The Developer (or the Board, if any) shall not be liable in damages to anyone submitting operational plans and specifications to them for approval, or to any owner or lessee of Property affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such operational plans and specifications. Every person or entity that submits operational plans and specifications to the Developer (or the Board, if any) for approval agrees, by submission of such plans and specifications, and every Occupant of any of said property agrees, by acquiring title thereto or interest therein, that he/she/it will not bring any action or suit against the Developer (or the Board, if any) to recover any such damages.
- 8.3 Regulation of Improvements shall be defined in the Design Criteria or as otherwise approved by Developer (or the Association, as the case may be) and applicable governmental authorities.
- 8.4 Waste and Refuse. No waste material or refuse shall be dumped upon or permitted to remain on any part of the Property outside the Buildings constructed thereon. All waste material and refuse shall be removed from the Property or stored in approved waste receptacles on a daily basis.
- 8.5 No Right to Resubdivide. Once a Building Site has been purchased from the Developer, its successors or assigns, it shall be considered as a single unit, and it shall not be subdivided, or a portion thereof sold, leased, or rented, unless written approval is given by the Developer (or the Board, if any).
- 8.6 Weed Removal. It shall be the duty of the Occupants of each and every Building Site to maintain and replace, as necessary, the landscaping features for which said Occupants are responsible; to mow and maintain the lawn of each Building Site in a manner consistent with the standards of lawn maintenance employed at Lang Creek Crossing; and to keep their respective Building Site totally free from weeds; and in the event any such Occupant does not comply with this provision within ten (10) days after the Developer (or the Board, if any) gives any such Occupant written notice to comply, the Developer (or the Board, if any) shall have the right to enter on such Occupant's parcel and cut any weeds thereon and charge the cost of such work

to the Occupant. If such charge is not paid within ten (10) days after such Occupant is notified of the cost thereof, it shall become a lien on the land in question, enforceable and collectible the same as the lien for the general assessment pursuant to the provisions of Article VII hereof.

- 8.7 Condition of Premises. All Occupants of the Property shall carefully maintain and repair their property and all Improvements of whatever nature thereon in a safe, clean, and tasteful manner and in first-class condition and repair at all times. In the event any such Occupant does not comply with this provision within thirty (30) days after the Developer (or the Board, if any) gives any such Occupant written notice to comply, the Developer (or the Board, if any) shall have the right, but not the obligation, to enter on such Occupant's parcel in question and perform any necessary maintenance and repair and charge the costs of such work to the Occupant as a lien and enforce the collection of such lien the same as provided in Section 7.04 above.
- 8.8 Governmental and Agency Regulations. Each Occupant shall cause each and every parcel of land in the Property to comply with all present and future applicable laws, ordinances, rules and regulations and orders of the United States Government, the State of Iowa, or any political subdivision of either of the foregoing.
- 8.9 Specific Enforcement of Restrictions. All provisions of this Declaration shall be capable of being specifically enforced by the Developer (or the Board, if any) hereunder. In the event, in the opinion of the Developer (or the Board, if any), it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration including, but not limited to, the costs of any contemplated or actual legal proceedings in such connection, shall become a lien against the property which is the subject of proceedings. If such costs and attorney's fees are not paid within ten (10) days from the date of written notice thereof by the Developer (or the Board, if any) to the Occupant of the property in question, said fee and costs shall thereupon constitute a lien against the property in question, the same as the lien for the general assessment pursuant to the provisions of Article VII hereof.
- 8.10 At the time of site plan approval for each Parcel, the Owner of such Parcel shall be required to construct and install all sidewalks and pedestrian walkways required by the city ordinances of Grinnell, Iowa ("City"). Developer grants to the City the right to enforce the provisions of this Section 8.11 as they apply to Building Sites located in the Land.

**ARTICLE IX.
ADDITIONAL LAND MAY BE MADE SUBJECT HERETO**

- 9.1 The Developer shall have the right, at any time and from time to time before it has conveyed all of the land then subject hereto, to render other land subject and subservient to this Declaration in all respects, if such land is contiguous, adjoining, or adjacent to Property or some point thereof then subject to this instrument by executing and delivering to the Developer (or the Board, if any) and recording a supplement to this Declaration, stating:

- (a). A description of the land to be added to that land subject and subservient to this Declaration.
 - (b). A statement that Developer or an entity at least 50% controlled by Developer is the owner in fee simple of such land; or, in lieu thereof, all other persons, firms or corporations having an interest in such land to be added, may join in such supplement
 - (c). A statement of any additional restrictions or burdens to which the land to be added shall be subjected, if any, and a statement of any restrictions, burdens, or provisions of this Declaration that shall in whole or in part not be applicable as to such land to be added or shall be applicable in modified form, if any.
- 9.2 Following the execution, delivery, and recording of such supplement, but subject to its terms, such land to be added and the then or future lot owners thereof shall in all respects be fully subject to this Declaration and shall have all rights, privileges, obligations, duties, liabilities, responsibilities, burdens, and restrictions established hereunder, including but not limited to the right to serve as an elected member of the Board (if any) and to the payment of assessments as though said land had originally been included in and subject to this Declaration.

**ARTICLE X.
AMENDMENT**

- 10.1 This Declaration may be amended or otherwise modified from time to time but only by a writing signed and acknowledged by all Parcel owners and recorded in the office of the Recorder of Poweshiek County, Iowa.
- 10.2 No amendment or other modification of this Declaration shall require any consent or approval on the part of any person other than a Parcel owner, including the Developer.
- 10.3 Notice is hereby given that the Developer foresees and anticipates amendments and/or modifications to this Declaration that will affect Occupants, and/or other persons having or acquiring an interest in the Property or in a Parcel, and the Developer intends that such Occupants and other persons be bound thereby, except that, as to amendments or modifications made after a first mortgage is placed of record, the holder of the first mortgage may reserve the right not to be bound in respect of such amendment or modification of such amendment or modification if such first mortgagee has not consented in writing to such amendment or modification.
- 10.4 The Developer (or the Board, if any) is granted the right and authority to alter, amend, extend, supplement, add to, or terminate all or part of this Declaration, if such be authorized by this Declaration or be required to comply with the rules of any governmental agency or law, whether Federal, state or local. No such amendment, modification, or change shall reduce or modify the obligations or rights granted to or

imposed upon or granted to the Developer (or the Association, if any) with respect to maintenance of Common Area and the power to levy assessments therefor.

**ARTICLE XI.
EXPIRATION DATE**

- 11.1 This Declaration (except for the easements, and the conditions thereof, granted in Article IV, which shall terminate as provided in said Article IV) shall in all events terminate December 31, 2056, or at such earlier date as may be required in order that the Declaration will not be invalidated or be subject to invalidation by reason of a limitation imposed by law on the duration hereof. The date upon which this Declaration terminates is herein referred to as the "Expiration Date." The Developer, the Association (if any), all Parcel owners, and all Occupants covenant and agree to cooperate in executing and recording any and all written claims or documents required to prevent the termination of this Declaration by operation of law including, without limitation, Iowa Code Section 614.24 (2005) and all amendments thereto, whether now or hereinafter enacted.

**ARTICLE XII.
MISCELLANEOUS PROVISIONS**

- 12.1 Enforcement. This Declaration shall operate as a covenant running with the land into whose ever hands the Property (or any part thereof) shall come, and shall be enforceable at the suit of any and every Occupant thereof or by the Developer, the Board (if any), or any Occupants of Lang Creek Crossing by a proper proceeding, either in equity or at law, and obtain an injunction, prohibitive or mandatory, to prevent the breach of or the enforcement or observance of the restrictions and conditions herein set forth. The failure of Developer, the Board (if any), or any owner to enforce any of the restrictions herein set forth, at the time of violation, shall in no event be deemed to be a waiver of the right of the Developer, the Board (if any), or any owner to do so as to any subsequent violation.
- 12.2 Invalidation of Part. Invalidation of any of this Declaration or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 12.3 Captions. The captions, section numbers, and article numbers appearing in this Declaration are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Declaration nor in any way modify or affect this Declaration.
- 12.4 Successors. This Declaration shall run with the land as respects burdens created herein and shall be binding upon all persons having or acquiring an interest in the Property or any part thereof. The benefits of this Declaration shall inure to the benefit of the Developer, the Association (if any), all Parcel Owners (whether they now or hereafter own an interest in a Parcel), and all Occupants and their respective heirs, personal representatives, successors and assigns.

[Remainder of this page intentionally left blank – followed by signature page.]

IN WITNESS WHEREOF, the parties have hereto subscribed their signatures the day and year first above written.

LANG CREEK, L.L.C.
F/K/A WATERFORD GROUP, L.L.C.

By: *Ronald E Lang*
Ronald E. Lang, Member/Manager

By: *Sally J. Lang*
Sally J. Lang, Member/Manager

WATERFORD GROUP, INC.

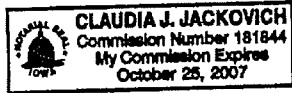
By: *Ronald E Lang*
Ronald E. Lang, President

By: *Sally J. Lang*
Sally J. Lang, Secretary/Treasurer

STATE OF IOWA)
 POLK) SS:
COUNTY OF POWESHIEK)

On this 20th day of October, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ronald **E** Lang and Sally J. Lang to me personally known, who, being by me duly sworn, did say that they are the Member/Managers of Lang Creek, L.L.C. f/k/a Waterford Group, L.L.C., an Iowa limited liability company, executing the within and foregoing instrument; that said instrument was signed on behalf of said limited liability company by authority of its Member/Managers; and that the said Member/Managers acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.

Claudia J. Jackovich
Notary Public for the State of Iowa



STATE OF IOWA)
 POLK) SS:
COUNTY OF POWESHIEK)

On this 20th day of October, 2006, before me a Notary Public, in and for said county, personally appeared Ronald **E** Lang and Sally J. Lang, to me personally known, who being by me duly sworn did say that they are President and Secretary/Treasurer of said corporation, that corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said Ronald **E** Lang and Sally J. Lang acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Claudia J. Jackovich
Notary Public in the State of Iowa



DEVELOPER'S CERTIFICATE

The undersigned, the Developers named in the within and foregoing Declaration of Protective Covenants for Lang Creek Crossing Plat 1 ("Declaration") hereby certifies that the structures constructed by Kum & Go, L.C. on the Parcel to be platted as Lots 1 and 2, LANG CREEK CROSSING PLAT 1 (the "Kum & Go Property"), are exempt from all provision of Article VIII of the Declaration (Architectural Review) as they apply to the Kum & Go Property.

Dated this 26th day of October, 2006.

WATERFORD GROUP, INC.

By: Ronald E Lang
Ronald E. Lang, President

LANG CREEK, L.L.C.

By: Ronald E Lang
Ronald E. Lang, Member/Manager

MORTGAGEE'S CONSENT

Valley Bank, the holder of a mortgage and other security interest encumbering the Land, hereby consents to the provisions of the within and foregoing Declaration of Protective Covenants for Lang Creek Crossing Plat 1.

Dated this 30 day of October, 2006.

VALLEY BANK

By:

[Handwritten Signature]

Name: Dennis H. Hanson
Title: IA Reg. Pres

STATE OF IOWA, COUNTY OF Polk, SS.

On this 30th day of October, 2006, before me, a Notary Public in and for the State of Iowa, personally appeared Dennis H. Hanson, to me personally known, who being by me duly sworn, did say that he is IA Reg. Pres. of Valley Bank; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said IA Reg. Pres. as such officer, acknowledged the execution of the instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

4/24/08

[Handwritten Signature]

Notary Public in and for the State of Iowa
Debra A Austin

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 3, Lang Creek Crossing Plat 1, an Official Plat, City of
Grinnell, Poweshiek County, Iowa.