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2001 APR 26 AM 11:11  
Margaret Henkle  
MARGARET HENKLE  
FREMONT COUNTY RECORDER  
SIDNEY, IOWA  
Fee # 101<sup>00</sup>

PLATTING WORKSHEET -FREMONT COUNTY, IOWA  
SUBDIVISION NAME: MOYER DEVELOPMENT

BRIEF LEGAL: Pt. SE1/4 SE1/4 and pt. NE1/4 SE1/4, 20-68-43  
PERSON: Moyer Development, L.L.C.  
ADDRESS 16717 Elm Circle  
CITY/STATE/ZIP Omaha, NE 68130-2052  
TELEPHONE 402-333-7058

DOCUMENTS REQUIRED- IOWA CODE SECTION 354

1. FINAL PLAT - four (4) ORIGINAL DRAWINGS (any size) plus one (1) exact copy no greater than 11" x 17" or less than 8 1/2" x 11" in size.
2. ACCEPTANCE By City, County or both depending on location. The signature of the Zoning Administrator affixed to surveyor's drawings for rural subdivisions. If within two miles of a city, check on whether city consent is required.
3. SURVEYOR'S CERTIFICATION - An original signature by registered land surveyor, surveyor's registration number and legible seal affixed to final drawings. Reduced copy does not require original signature.
4. DEDICATION OF OWNER -Statement signed by both husband and wife consenting that the property is to be subdivided. Also, if any property within these boundaries has been sold, the consent of the titleholders or contract purchasers will be needed.
5. RESTRICTIVE COVENANTS - if applicable.
6. RECORDER'S CERTIFICATE - To include subdivision name, legal description & current ownership. Document certifies there are no liens or encumbrances unless so stated. This document is prepared by the party initiating the subdivision & is submitted to the County Recorder along with a copy of the attorney's opinion for review & signature. This is a Fremont County Zoning Ordinance requirement.
7. ACCEPTANCE OF MORTGAGE HOLDER(S) - if applicable.
8. TREASURER'S CERTIFICATE - To include subdivision name, legal description & current ownership. Document certifies the property is free of encumbrances & taxes are paid unless so stated. This document is prepared by the party initiating the subdivision and is submitted to the County Treasurer along with a copy of the attorney's opinion for review & signature.
9. ATTORNEY'S OPINION - Document stating that the property is free of liens and encumbrances and that sub divider owns the platted land.
10. GROUNDWATER HAZARD STATEMENT - Subdivision name & owners listed as Transferor - no listing for Transferee.
11. RESOLUTION - A Resolution by the Board of Supervisors approving and accepting the Plat along with a dedication of roads by easement, if any-if required.

SIGNATURE

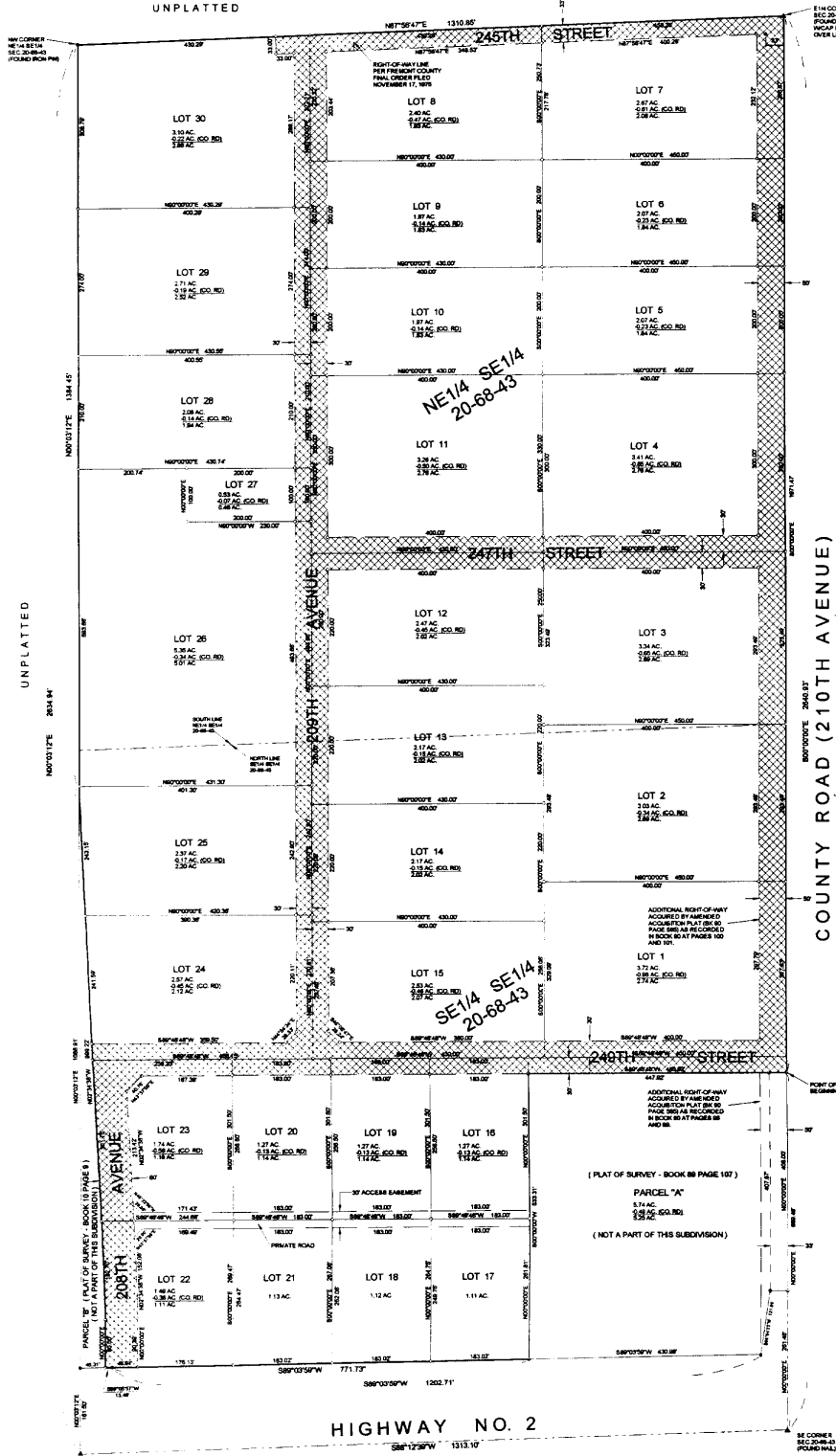
  
David A. Graeser 4-26-01

FINAL PLAT  
**MOYER DEVELOPMENT**

PREPARED BY LAND SURVEYING SERVICES, INC. 12 NORTH HALLAM STREET OLERWOOD, IOWA 51354 (712)237-3569

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FILED SURV  
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 2001 APR 26 AM 10:41  
 Margaret Henkle  
 MARGARET HENKLE  
 FREMONT COUNTY RECORDER  
 SIDNEY, IOWA  
 See #6



OWNER / DEVELOPER:  
 MOYER DEVELOPMENT  
 603 SOUTH 88TH ROAD  
 NEBRASKA CITY, NEBRASKA 68410

SURVEYOR:  
 LAND SURVEYING SERVICES, INC.  
 12 NORTH HALLAM STREET  
 OLERWOOD, IOWA 51354

REDUCED COPY



LEGEND:  
 A SECTION CORNER  
 \* FOUND REBAR W/ CAP NO. 8855  
 \* FOUND T-POST W/ CAP NO. 8380  
 \* SET T-POST W/ CAP NO. 8380

PERMANENT EASEMENT  
 GRANTED FOR PUBLIC USE  
 (SEE RECORDED DOCUMENT)

Legal Description:  
 A parcel of land located in part of the SE 1/4 SE 1/4 and in part of the NE 1/4 SE 1/4 of Section 20, Township 68 North, Range 43 West of the 5th Principal Meridian, Fremont County, Iowa, said parcel being more fully described as follows:  
 Commencing at the Southwest Corner of said Section 20; thence N80°00'00"E along the East line of said SE 1/4 SE 1/4 a distance of 688.48 feet to the Northwest Corner of Parcel "A" as shown on the Plat of Survey recorded in Book 89 at Page 107 and the Point of Beginning; thence S88°48'48"W along the North line of said Parcel "A" a distance of 440.00 feet to the Northwest Corner of said Parcel "A"; thence S00°00'00"W along the West line of said Parcel "A" a distance of 533.31 feet to the Southwest Corner of said Parcel "A"; thence S88°00'00"E a distance of 771.73 feet; thence S88°05'37"W a distance of 13.48 feet; thence N00°00'00"E a distance of 80.00 feet; thence N00°00'00"E a distance of 895.22 feet; thence S88°03'31"E a distance of 1384.43 feet to the Northwest Corner of said NE 1/4 SE 1/4; thence N87°56'47"E along the North line of said NE 1/4 SE 1/4 a distance of 1310.85 feet to the Northwest Corner of said NE 1/4 SE 1/4; thence S00°00'00"W along the East line of the SE 1/4 of said Section 20 a distance of 1871.47 feet to the Point of Beginning. Said parcel contains 68.36 acres, more or less, including presently established county road right-of-way (2.83 ac.), and is subject to easements of record.  
 Note: The East line of the SE 1/4 of said Section 20 is assumed to bear N00°00'00"E for this description.

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 duly Licensed Land Surveyor under the laws of the State of Iowa.  
 C. Lyle Mayberry, Jr. 2/15/01  
 License Number 9380  
 My license renewal date is December 31, 2001.

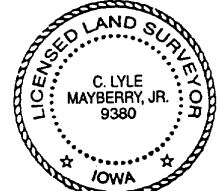
FREMONT COUNTY BOARD OF SUPERVISORS  
 John E. Whipple 4/26/2001  
 APPROVED BY CHAIRPERSON JOHN E. WHIPPLE DATE

FREMONT COUNTY ZONING ADMINISTRATOR  
 Daniel R. Davis 2/15/01  
 APPROVED BY ZONING ADMINISTRATOR DANIEL R. DAVIS DATE

MINIMUM BUILDING SETBACKS  
 FRONT: 70'  
 SIDE YARD: 0'  
 STREET SIDE YARD: 30'  
 REAR YARD: 40'

UTILITY EASEMENT  
 A PERPETUAL EASEMENT OF 5 FEET ON SIDE AND REAR LOT LINES SHALL BE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES

SURVEYOR'S STATEMENT  
 MONUMENTS SHOWN AS SET ON THIS SUBDIVISION PLAT TO BE PLACED ON OR BEFORE AUGUST 31, 2001, AS PER CODE OF IOWA CH. 336 § 4.



OWNER'S CONSENT TO PLAT

Moyer Development, L.L.C. hereby certifies that it is the sole owner, with the mortgage held by Omaha State Bank, of the following described real property:

A parcel of land located in part of the SE ¼ SE ¼ and in part of the NE ¼ SE ¼ of Section 20, Township 68 North, Range 43 West of the 5<sup>th</sup> Principal Meridian, Fremont County, Iowa, said parcel being more fully described as follows:

Commencing at the Southeast corner of said Section 20; thence N00°00'00"E along the East line of said SE ¼ SE ¼ a distance of 669.46 feet to the Northeast corner of Parcel "A" as shown on the Plat of Survey recorded in Book 89 at page 107 and the Point of Beginning; thence S89°48'48"W along the North line of said Parcel "A" a distance of 480.92 feet to the Northwest corner of said Parcel "A"; thence S00°00'00"W along the West line of said Parcel "A" a distance of 533.31 feet to the Southwest corner of said Parcel "A"; thence S89°03'59"W a distance of 771.73 feet; thence S89°05'57"W a distance of 13.46 feet; thence N00°00'00"E a distance of 90.00 feet; thence N02°34'38"W a distance of 999.22 feet; thence N00°03'12"E a distance of 1384.45 feet to the Northwest corner of said NE ¼ SE ¼; thence N87°56'47"E along the North line of said NE ¼ SE ¼ a distance of 1310.85 feet to the Northeast corner of said NE ¼ SE ¼; thence S00°00'00"W along the East line of the SE ¼ of said Section 20 a distance of 1971.47 feet to the Point of Beginning. Said parcel contains 68.36 acres, more or less, including presently established county road right-of-way (2.83 ac.), and is subject to easements of record.

Note: The East line of the SE ¼ of said Section 20 is assumed to bear N00°00'00"E for this description.

The undersigned owner states that the above-described real property is being platted with its free consent and in accordance with its desire.

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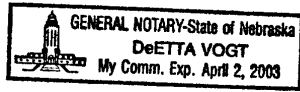
Dated this 1st day of March, 2001.

Moyer Development, L.L.C.

By: Rosie Moyer, member

STATE OF Nebraska, Douglas COUNTY: ss

On this 1st day of March, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Les Robbins, to me personally known, who being by me duly sworn or affirmed, did say that his is a member of the supervisory committee of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its supervisory committee and the said notary acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Deetta Vogt  
Notary Public in and for said State

PROTECTIVE COVENANTS  
MOYER DEVELOPMENT

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate:

A parcel of land located in part of the SE ¼ SE ¼ and in part of the NE ¼ SE ¼ of Section 20, Township 68 North, Range 43 West of the 5<sup>th</sup> Principal Meridian, Fremont County, Iowa, said parcel being more fully described as follows:

Commencing at the Southeast Corner of said Section 20; thence N00°00'00"E along the East line of said SE ¼ SE ¼ a distance of 669.46 feet to the Northeast Corner of Parcel "A" as shown on the Plat of Survey recorded in Book 89 at Page 107 and the Point of Beginning; thence S89°48'48"W along the North line of said Parcel "A" a distance of 480.92 feet to the Northwest Corner of said Parcel "A"; thence S00°00'00"W along the West line of said Parcel "A" a distance of 533.31 feet to the Southwest Corner of said Parcel "A"; thence S89°03'59"W a distance of 771.73 feet; thence S89°05'57"W a distance of 13.46 feet; thence N00°00'00"E a distance of 90.00 feet; thence N02°34'38"W a distance of 999.22 feet; thence N00°03'12"E a distance of 1384.45 feet to the Northwest Corner of said NE ¼ SE ¼; thence N87°56'47"E along the North line of said NE ¼ SE ¼ a distance of 1310.85 feet to the Northeast Corner of said NE ¼ SE ¼; thence S00°00'00"W along the East line of the SE ¼ of said Section 20 a distance of 1971.47 feet to the Point of Beginning. Said parcel contains 68.36 acres, more or less, including presently established county road right-of-way (2.83 ac.), and is subject to easements of record.

Note: The East line of the SE ¼ of said Section 20 is assumed to bear N00°00'00"E for this description.

and known as MOYER DEVELOPMENT.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other persons or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

#### I. INTRODUCTIONS.

A. DEFINITIONS: The following terms as used in these Protective Covenants shall be defined and shall apply to all Lots and parcels as follows:

1. Landscaped (Landscaping): An area consisting of grass, trees, shrubs, flowers, and other normal organic lawn materials. Inorganic materials such as brick pavers, stone, pebbles, and materials used in retaining walls may be used as minor features. Smooth horizontal surfaces of asphalt or concrete are not considered landscaping.

2. Lot: A contiguous parcel of land with identifiable boundaries (hereinafter referred to as lot lines or property lines) which is under unified ownership or control. The boundaries of a lot may or may not correspond to the boundaries of the original platted lots of the Subdivision.

3. Loading Area: Any area used for the purposes of maneuvering and parking motor vehicles involved in the shipment or receiving of supplies, equipment, materials, or products to the property.

4. **Setback:** The actual distance between a lot line and the corresponding building line of an adjacent structure, or the extension of such building line, as measured at a 90 degree angle from the lot line.

(a) **Front Setback** - The setback measured from and along the entire length of any lot line which is common with a public street right-of-way; except, in those situations where a lot line is common with a street right-of-way in which a paved street does not now exist and planned street construction has not been announced; or, where the right-of-way line is not parallel or nearly parallel to the existing or planned street paving; thence such a setback shall be evidenced to be a side setback rather than a front setback.

(b) **Side Setback** - A setback, other than a front setback, measured from and along any lot line which intersects with one or more street right-of-way.

(c) **Rent Setback** - A setback which is neither a front nor a side setback.

(d) **Required Setback** - The minimum setback distance as established by these covenants.

5. **Signs:**

(a) **Off-Premise Advertising Sign** - A sign which directs attention to a product or service which is not offered at the lot on which the sign is located.

(b) **Off-Premise Directional Sign** - A sign designating only the name of and direction to a business or activity located on a lot other than that upon which the sign is placed.

(c) **On-Premise Identification Sign** - A sign identifying the business or providing information about the use of the lot on which it is located.

(d) **Temporary Sign** - A non-permanent sign advertising the availability for sale or lease of the lot or improvements on the lot on which it is located, or providing information regarding construction occurring at the lot on which it is located. Such signs must be professionally prepared and lettered, must be securely attached to the ground or building, and must be displayed so as not to be a nuisance to adjacent lot owners.

(e) **Free Standing Sign** - A detached sign constructed on its own frame, mast or pole and having not more than two sign faces.

(f) **Wall Sign** - A sign attached to and projecting not more than 18 inches from the vertical side of a building.

6. **Storage Area:** Any area located outside of the confines of a walled building which is used for the storage of non-motor vehicle materials, supplies, products, equipment, refuse, or other personal property.

7. **Street Façade:** An exterior building wall, or any portion of an exterior building wall which is visible when viewed at a 90 degree angle from any point along a lot line which is common with an adjacent public street right-of-way.

8. **Structure:** Anything other than landscaping, signs, or surface vehicular parking areas which is located on or attached to the ground and projects more than one (1) foot above the immediately surrounding grade.

II. **Site Use Limitations.** All uses shall observe the Fremont County, Iowa, Building Code regarding odor, fumes, dust, smoke, noise, hazards by reason of danger of fire or exposure and other potential nuisances. In addition, junk yards, creosote treatment or creosote manufacturing operations, animal penning or slaughtering operations, and row

crop operations shall be prohibited. Further, all uses shall observe and comply with the Fremont County, Iowa, zoning regulations.

III. Building Setbacks, Side Yard, Rear Yard, Height and Use. The Fremont County, Iowa, zoning Regulations filed in the Office of the Fremont County Auditor on September 24, 1969, and by Resolution of Fremont County Board of Supervisors, dated October 28, 1969, and recorded in Journal 17, page 341, and as may be amended, shall govern the height, side yard, rear yard and building setback requirements and also the permitted use of the premises.

That portion of each built-upon lot lying between the street curb line and the extended line of the building closest to the curb line shall be either (a) planted and maintained in grass and shrubbery as a lawn area, or (b) shall be surfaced with walks, driveways, or parking areas constructed of asphalt or concrete, or (c) shall be enclosed by a wall or chain link fence at least five feet in height. These requirements do not extend to any point farther than sixty feet from the abutting curb line(s). Said yard area must be fully improved with one of the above three choices or a combination of any of the three above choices within sixty days after completion of the exterior of the first building upon such lot.

IV. Loading Areas. All loading and unloading operations and vehicle maneuvering shall be off-street. In no case shall loading and unloading be permitted in the required front or side setback areas or in a location which will interfere with ingress or egress. All loading and maneuvering areas shall be paved with either portland cement or heavy duty asphaltic concrete.

Truck doors and loading docks are not permitted to face streets.

V. Outside Storage. No outside storage is permitted in required front setback areas or required setback areas along any street.

Each owner, tenant or occupant of any building site shall keep said building site and the buildings, improvements and appurtenances thereon in a safe, clean, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such owner, tenant or occupant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its building site and shall keep unlandscaped areas maintained. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

VI. Temporary Structures. No trailer, tent, shack, garage, barn or any temporary structure that shall be moved onto the premises or erected thereon shall be used for temporary or permanent operation of the proposed occupant's business or permitted to remain on premises unless and until such structure and the duration of its use on the premises has been approved in writing by the undersigned or by their successors or assigns.

VII. Site Coverage. No more than sixty (60) percent of each lot shall be occupied by buildings. The combined surface area of buildings and pavement shall not exceed ninety (90) percent of the total lot area.

VIII. Maintenance and Landscaping. Each lot owner will be responsible for maintenance of his property up to the edge of the pavement on the abutting street or streets, including all lawn and landscaped areas, walks, driveways and building exterior. That portion of each lot which is not improved through the construction of buildings, parking facilities, loading facilities, storage areas and lawn area shall be landscaped. All landscaping shall be maintained alive and in good condition at all times. All trash, litter and debris shall be kept in appropriate closed receptacles at all times, and all such receptacles shall be screened from all public streets and adjacent lots. In no event and at no time shall any part of any lot be planted to cultivated row crops.

IX. Moving In Existing Structures. No building constructed in another area or addition may be moved onto or permitted to remain on any lot in this subdivision, unless approved in writing by the undersigned, their successors or assigns.

X. Type of Construction and Approval of Plans. Any owner, tenant or occupant of any building site shall submit to the undersigned, their successors or assigns, the plans and specifications for any building, improvements, landscaping, site grading or drainage plan to be placed on the premises. Landscaped areas shall be done attractively with lawn, trees, shrubs and similar treatment and shall be properly maintained in a sightly and well-kept condition.

Metal buildings will be allowed provided that, except for gable ends, door and window openings, fifty percent of the front or side of all building facing upon an abutting street or streets must be constructed or faced with brick or other decorative material approved in writing by the undersigned. Said exterior finish must be constructed within thirty days after the erection of the building. No convex, barrel, or quonset-style roof systems shall be allowed unless approved in writing by the undersigned, their successors or assigns.

XI. Parking Facilities. All vehicular parking whether customer, visitor, or employee shall be off-street. There shall be maintained on each lot facilities for parking, loading, and unloading sufficient to serve the normal requirements for the business conducted thereon without using adjacent streets; and no regular use shall be made of any lot which will attract parking in excess of the parking spaces then available. All parking areas shall be hard surfaced with either portland cement or asphaltic concrete. The width and location of driveways shall be approved by and conform to Fremont County, Iowa, standards.

XII. Submission of Plans. Before commencing the construction or alteration of any building, enclosure, fence, wall, loading dock, parking facility, storage yard, or any other structure or permanent improvement on or to any lot, the owner shall first submit a notice of intent of construction or alteration which shall include site plans and building elevations or plans and specifications therefor to the undersigned, their successors or assigns, for written approval. In the event that the undersigned, their successors or assigns, shall fail to approve or disapprove such building plans, specifications or site plans within thirty (30) days after they receive the notice and plans, such approval will not be required, and this covenant will be deemed to have been complied with. Notice of such plans is advisory only and the undersigned's receipt of notice and/or any approval or disapproval of such plans by it does not mean that the undersigned assumes any liability with respect to the owners' compliance or noncompliance with these covenants. The undersigned, their successors or assigns, may at their sole discretion waive any requirement of this covenant on submission of plans by written statement given to the owner. The undersigned, their successors or assigns, may provide the owner with a written statement that it has complied with this covenant.

XIII. Severability. If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable, shall be effective and fully operative. In situations where conflicting provisions of these protective covenants may apply the most restrictive shall govern.

IN WITNESS WHEREOF, the undersigned, being the owners of all said real estate, have executed these Covenants this 25<sup>th</sup> day of Apr., 2001.

Moyer Development, L.L.C.

by: 

David A. Graeser, their attorney

JOHNSON & GRAESER, P.C.

811 Indiana, P.O. Box 670

Sidney, Iowa 51652

712-374-2608



CERTIFICATE OF RECORDER OF FREMONT COUNTY, IOWA

STATE OF IOWA, FREMONT COUNTY: ss

I, the undersigned, Margaret Henkle, do hereby certify that I am the County Recorder of the County of Fremont, State of Iowa, and I do further certify that title in fee simple to the land embraced in the Plat of MOYER DEVELOPMENT, which is legally described as follows:

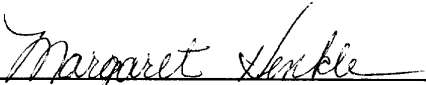
A parcel of land located in part of the SE ¼ SE ¼ and in part of the NE ¼ SE ¼ of Section 20, Township 68 North, Range 43 West of the 5<sup>th</sup> Principal Meridian, Fremont County, Iowa, said parcel being more fully described as follows:

Commencing at the Southeast Corner of said Section 20; thence N00°00'00"E along the East line of said SE ¼ SE ¼ a distance of 669.46 feet to the Northeast Corner of Parcel "A" as shown on the Plat of Survey recorded in Book 89 at Page 107 and the Point of Beginning; thence S89°48'48"W along the North line of said Parcel "A" a distance of 480.92 feet to the Northwest Corner of said Parcel "A"; thence S00°00'00"W along the West line of said Parcel "A" a distance of 533.31 feet to the Southwest Corner of said Parcel "A"; thence S89°03'59"W a distance of 771.73 feet; thence S89°05'57"W a distance of 13.46 feet; thence N00°00'00"E a distance of 90.00 feet; thence N02°34'38"W a distance of 999.22 feet; thence N00°03'12"E a distance of 1384.45 feet to the Northwest Corner of said NE ¼ SE ¼; thence N87°56'47"E along the North line of said NE ¼ SE ¼ a distance of 1310.85 feet to the Northeast Corner of said NE ¼ SE ¼; thence S00°00'00"W along the East line of the SE ¼ of said Section 20 a distance of 1971.47 feet to the Point of Beginning. Said parcel contains 68.36 acres, more or less, including presently established county road right-of-way (2.83 ac.), and is subject to easements of record.

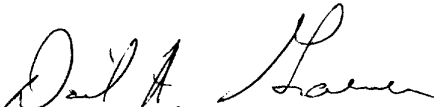
Note: The East line of the SE ¼ of said Section 20 is assumed to bear N00°00'00"E for this description.

Moyer Development, L.L.C. is the record titleholder of said real estate and I further find that said real estate is free from encumbrances as described in Section 354.11, Code of Iowa (2001), except for those noted on the attorney's opinion.

Dated this 25 day of April, 2001.

  
Margaret Henkle, Fremont County Recorder

On this 25 day of April, 2001, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Margaret Henkle, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

  
Notary Public in and for the State of Iowa



### MORTGAGEE CONSENT TO PLAT

Comes now Omaha State Bank, Omaha, Nebraska, by its authorized agent, and states that Omaha State Bank is the owner of the following Mortgages:

1. Mortgage dated March 15, 2000, filed March 23, 2000, and recorded in Book 167, Page 939 in the Office of the Recorder of Fremont County, Iowa.
2. Mortgage dated July 21, 2000, filed August 2, 2000, and recorded in Book 169, Page 237 in the Office of the Recorder of Fremont County, Iowa.
3. Mortgage dated March 15, 2000, filed November 20, 2000, and recorded in Book 170, Page 50 in the Office of the Recorder of Fremont County, Iowa.
4. Mortgage dated November 14, 2000, filed November 20, 2000, and recorded in Book 170, Page 62 in the Office of the Recorder of Fremont County, Iowa.

Said mortgages include the following described real property:

A parcel of land located in part of the SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  and in part of the NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 20, Township 68 North, Range 43 West of the 5<sup>th</sup> Principal Meridian, Fremont County, Iowa, said parcel being more fully described as follows:

Commencing at the Southeast corner of said Section 20; thence N00°00'00"E along the East line of said SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  a distance of 669.46 feet to the Northeast corner of Parcel "A" as shown on the Plat of Survey recorded in Book 89 at page 107 and the Point of Beginning; thence S89°48'48"W along the North line of said Parcel "A" a distance of 480.92 feet to the Northwest corner of said Parcel "A"; thence S00°00'00"W along the West line of said Parcel "A" a distance of 533.31 feet to the Southwest corner of said Parcel "A"; thence S89°03'59"W a distance of 771.73 feet; thence S89°05'57"W a distance of 13.46 feet; thence N00°00'00"E a distance of 90.00 feet; thence N02°34'38"W a distance of 999.22 feet; thence N00°03'12"E a distance of 1384.45 feet to the Northwest corner of said NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ; thence N87°56'47"E along the North line of said NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  a distance of 1310.85 feet to the Northeast corner of said NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ; thence S00°00'00"W along the East line of the SE  $\frac{1}{4}$  of said Section 20 a distance of 1971.47 feet to the Point of Beginning. Said parcel contains 68.36 acres, more or less, including presently established county road right-of-way (2.83 ac.), and is subject to easements of record.

Note: The East line of the SE  $\frac{1}{4}$  of said Section 20 is assumed to bear N00°00'00"E for this description.

The undersigned mortgagee, pursuant to the provisions of Section 354.11 of the 1999 Code of Iowa, states that the above-described real property is being platted with its free consent and in accordance with its desire.

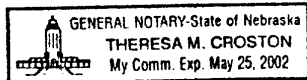
Dated this 25<sup>th</sup> day of April, 2001.

Omaha State Bank

By: [Signature]  
(Title)

STATE OF Nebraska, Douglas COUNTY: ss

On this 25 day of April, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce E. Garter, to me personally known, who being by me duly sworn or affirmed, did say that the said \_\_\_\_\_ is Senior V.P. of Omaha State Bank, a corporation duly organized and existing; that the seal affixed to said instrument is the seal of said corporation; and that said instrument was signed, sealed and executed on behalf of the said corporation by authority of its board of directors, and the said Theresa Croston acknowledged the execution of said instrument to be the voluntary act and deed of said corporation voluntarily executed.



Theresa M. Croston  
Notary Public in and for said State

CERTIFICATE OF TREASURER OF FREMONT COUNTY, IOWA

STATE OF IOWA, FREMONT COUNTY: ss

I, Christine Sheldon, Treasurer of Fremont County, having examined the records of my office, in accordance with the provisions of Section 354.11 of the Code of Iowa pertaining to real properties described as follows:

A parcel of land located in part of the SE 1/4 SE 1/4 and in part of the NE 1/4 SE 1/4 of Section 20, Township 68 North, Range 43 West of the 5th Principal Meridian, Fremont County, Iowa, said parcel being more fully described as follows:

Commencing at the Southeast Corner of said Section 20; thence N00°00'00"E along the East line of said SE 1/4 SE 1/4 a distance of 669.46 feet to the Northeast Corner of Parcel "A" as shown on the Plat of Survey recorded in Book 89 at Page 107 and the Point of Beginning; thence S89°48'48"W along the North line of said Parcel "A" a distance of 480.92 feet to the Northwest Corner of said Parcel "A"; thence S00°00'00"W along the West line of said Parcel "A" a distance of 533.31 feet to the Southwest Corner of said Parcel "A"; thence S89°03'59"W a distance of 771.73 feet; thence S89°05'57"W a distance of 13.46 feet; thence N00°00'00"E a distance of 90.00 feet; thence N02°34'38"W a distance of 999.22 feet; thence N00°03'12"E a distance of 1384.45 feet to the Northwest Corner of said NE 1/4 SE 1/4; thence N87°56'47"E along the North line of said NE 1/4 SE 1/4 a distance of 1310.85 feet to the Northeast Corner of said NE 1/4 SE 1/4; thence S00°00'00"W along the East line of the SE 1/4 of said Section 20 a distance of 1971.47 feet to the Point of Beginning. Said parcel contains 68.36 acres, more or less, including presently established county road right-of-way (2.83 ac.), and is subject to easements of record.

Note: The East line of the SE 1/4 of said Section 20 is assumed to bear N00°00'00"E for this description.

Hereinafter designated as: MOYER DEVELOPMENT,

Do hereby certify that same is free from all certified taxes, special assessments and special rates and charges.

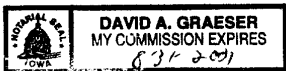
Nor are there any taxes due from Moneys and credits, Bushels of Grain, Industrial Machinery, Data Processing Equipment, Utilities or Buildings on leased land against Moyer Development, L.L.C. which is the record titleholder of said real estate.

Dated at Sidney, Iowa this 25 day of April, 2001.

Christine M Sheldon
Christine Sheldon, Fremont County Treasurer

Subscribed and sworn to before me this 25th day of April, 2001.

Notary Public in and for the State of Iowa



**JOHNSON & GRAESER, P.C.**

*ATTORNEYS AT LAW*  
811 INDIANA STREET  
P.O. BOX 670  
SIDNEY, IA 51652-0670  
Telephone: (712) 374-2608  
Fax: (712) 374-2524

*Hamburg Office*  
1101 MAIN STREET  
P.O. BOX 222  
HAMBURG, IA 51640-0222  
Telephone: (712) 382-1105

Jon H. Johnson  
David A. Graeser

April 25, 2001

Moyer Development, L.L.C.  
c/o Les Robbins  
16717 Elm Circle  
Omaha, NE 68130-2052

RE: Moyer Development, L.L.C. Property

I have examined for you abstract of title No. 9767, containing 44 entries, to the following described real estate, to-wit:

A parcel of land located in part of the SE ¼ SE ¼ and in part of the NE ¼ SE ¼ of Section 20, Township 68 North, Range 43 West of the 5<sup>th</sup> Principal Meridian, Fremont County, Iowa, said parcel being more fully described as follows:

Commencing at the Southeast Corner of said Section 20; thence N00°00'00"E along the East line of said SE ¼ SE ¼ a distance of 669.46 feet to the Northeast Corner of Parcel "A" as shown on the Plat of Survey recorded in Book 89 at Page 107 and the Point of Beginning; thence S89°48'48"W along the North line of said Parcel "A" a distance of 480.92 feet to the Northwest Corner of said Parcel "A"; thence S00°00'00"W along the West line of said Parcel "A" a distance of 533.31 feet to the Southwest Corner of said Parcel "A"; thence S89°03'59"W a distance of 771.73 feet; thence S89°05'57"W a distance of 13.46 feet; thence N00°00'00"E a distance of 90.00 feet; thence N02°34'38"W a distance of 999.22 feet; thence N00°03'12"E a distance of 1384.45 feet to the Northwest Corner of said NE ¼ SE ¼; thence N87°56'47"E along the North line of said NE ¼ SE ¼ a distance of 1310.85 feet to the Northeast Corner of said NE ¼ SE ¼; thence S00°00'00"W along the East line of the SE ¼ of said Section 20 a distance of 1971.47 feet to the Point of Beginning. Said parcel contains 68.36 acres, more or less, including presently established county road right-of-way (2.83 ac.), and is subject to easements of record.

Note: The East line of the SE ¼ of said Section 20 is assumed to bear N00°00'00"E for this description.

This abstract was last extended and certified to the date of April 24, 2001 at 8:00 a.m. by Johnson & Graeser, P.C. of Sidney, Iowa. I find legal record title as of that date, free from material objections, except as hereinafter noted, to be vested in **MOYER DEVELOPMENT, L.L.C.**

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### EXCEPTIONS

1. At entry No. 33 of the abstract is a mortgage from Crossroads Texaco Real Estate, L.L.C. and Moyer Development, L.L.C. to Omaha State Bank, Omaha, NE. This mortgage is dated March 15, 2000 and was filed March 23, 2000. It is recorded in Book 167, Page 939 in the Fremont County Recorder's office. This mortgage encumbers the real estate examined herein, and is a first lien on this property.
  2. At entry No. 37 of the abstract is a mortgage from Crossroads Texaco Real Estate, L.L.C. and Moyer Development, L.L.C. to Omaha State Bank, Omaha, NE. This mortgage is dated July 21, 2000 and was filed August 2, 2000. It is recorded in Book 169, Page 237 in the Fremont County Recorder's office. This mortgage encumbers the real estate examined herein, along with other real estate, and is a lien on this property, subject to the mortgage liens set forth in paragraph No. 1 above.
  3. At entry No. 38 of the abstract is a mortgage from Crossroads Texaco Real Estate, L.L.C. and Moyer Development, L.L.C. to Omaha State Bank, Omaha, NE. This mortgage is dated March 15, 2000 and was filed November 20, 2000. It is recorded in Book 170, Page 50 in the Fremont County Recorder's office. This mortgage encumbers the real estate examined herein, along with other real estate, and is a lien on this property, subject to the mortgage liens set forth in the preceding paragraphs
  4. At entry No. 40 of the abstract is a mortgage from Crossroads Texaco Real Estate, L.L.C. and Moyer Development, L.L.C. to Omaha State Bank, Omaha, NE. This mortgage is dated November 14, 2000 and was filed November 20, 2000. It is recorded in Book 170, Page 62 in the Fremont County Recorder's office. This mortgage encumbers the real estate examined herein, along with other real estate, and is a lien on this property, subject to the mortgage liens set forth in the preceding paragraphs.
  5. Entry No. 17 of the abstract shows that access to and from the property examined herein may be restricted or limited by the Controlled Access Facilities Law, Chapter 306A, Code of Iowa.
  6. At entry No. 18 of the abstract is a zoning resolution from Fremont County to the public. This zoning resolution is dated September 24, 1969 and was filed October 28, 1969 in Board of Supervisors Journal 17, Page 341. The entry states that this real estate is subject to county zoning. The current status of the district must be determined by reference to the records of the Zoning Administrator.
  7. At entry No. 19 of the abstract is a statement and notice, which recites that on April 1, 1981, a notice was recorded in Book 125, Page 544, stating that certain real estate in Fremont County, Iowa, may be subject to the soil conservation practice refund provided for Chapter 467.7(16) - 1981 Code. The entry does not describe any real estate. For further information, you should contact the Department of Natural Resources office in Sidney, Iowa.
-

Moyer Development, L.L.C.

April 25, 2001

Page three

8. Entry No. 20 shows that the property examined herein is included in the Benton-Washington Levee District.

9. At entry No. 31 of the abstract is a notice of filing of soil and water resource conservation plan. The entry states that on July 16, 1992 a notice was recorded in Book "R", Page 185, stating that the Fremont County Soil and Water Conservation District has adopted a soil and water resource conservation plan. You should determine what effect, if any, this plan may have on your use of this real estate.

Entry No. 41 of the abstract shows that the taxes for fiscal year 1999-2000 due and payable in 2000-2001 and all prior years are paid. This entry also shows that the assessments in the Benton-Washington Relevy Drainage District for fiscal year 2000 and all prior years are paid.

You should determine whether any solid wastes, hazardous substances, pollutants, above or below ground storage tanks, drainage wells, water wells, landfill sites or other environmentally regulated conditions exist on the property. Such conditions are not ordinarily shown in the abstract, but they may result in injunctions, fines, required cleanup, or other remedial actions under federal, state or local laws. These laws may impose liens against the property and personal liability against the owner, even through the owner did nothing to create the condition, and acquired the property without knowing about it.

Since the following cannot be determined by examination of the abstract, you are advised to take notice of:

1. Rights of all persons in possession of the real estate other than the titleholder of record.
2. Facts that would be disclosed by a survey.
3. The right to file mechanic's liens against the premises.
4. Right of access to and from highways and streets which may be designated as controlled access facilities by state or local authorities.
5. Any restrictions as to building, occupancy, or usage contained in applicable zoning ordinances.
6. Any forgeries which would alter the merchantability of the title to the real estate.

We are holding this abstract in our office awaiting your further instructions.

**JOHNSON & GRAESER, P.C.**



David A. Graeser  
Attorney at Law

DAG:sb

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REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT

Please read the filing instructions on the reverse side BEFORE completing this form.

PART I - TO BE COMPLETED BY TRANSFEROR

(Please Type or Print Legibly)

TRANSFEROR Name Moyer Development
Moyer Development, L.L.C.

Address 16717 Elm Circle Omaha NE 68130-2052
Number and Street or RR City, Town or P.O. State Zip

TRANSFeree Name

Address
Number and Street or RR City, Town or P.O. State Zip

Address of Property Transferred 2495 210th Ave Percival IA 51648
Number and Street or RR City, Town, or P.O. State Zip

Legal Description of Property
See Legal Description Attached

1. Wells (check one)

- There are no known wells situated on this property.
There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below.

2. Solid Waste Disposal (check one)

- There is no known solid waste disposal site on this property.
There is a solid waste disposal site on this property, but no notice has been received from the Department of Natural Resources that the site is deemed to be potentially hazardous.
There is a solid waste disposal site on this property which has been deemed to be potentially hazardous by the Department of Natural Resources. The location(s) of the site(s) is stated below.

3. Hazardous Wastes (check one)

- There is no known hazardous waste on this property.
There is hazardous waste on this property and it is being managed in accordance with Department of Natural Resources rules.

4. Underground Storage Tanks (check one)

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
There is an underground storage tank or tanks on this property. The type(s), size(s) and any known substance(s) contained are described below.

5. Private Burial Site (check one)

- There are no known private burial sites on this property.
There is a private burial site on this property. The location(s) of the site(s) is stated below. The known identifying information of the decedent is stated below.

Information, if any, required by statements checked above:

Attachment for Additional Information? (Y) N If so, number of pages 1

I HEREBY DECLARE THAT THE INFORMATION CONTAINED IN PART I OF THIS STATEMENT IS TRUE AND CORRECT

Signature: [Signature] Telephone Number: (712) 377-2608

PART II - TO BE COMPLETED BY RECORDER

Date of Instrument Book/I.D. Page/I.D.

Date of Recording City or Township

Deed Contract County



A parcel of land located in part of the SE ¼ SE ¼ and in part of the NE ¼ SE ¼ of Section 20, Township 68 North, Range 43 West of the 5<sup>th</sup> Principal Meridian, Fremont County, Iowa, said parcel being more fully described as follows:

Commencing at the Southeast Corner of said Section 20; thence N00°00'00"E along the East line of said SE ¼ SE ¼ a distance of 669.46 feet to the Northeast Corner of Parcel "A" as shown on the Plat of Survey recorded in Book 89 at Page 107 and the Point of Beginning; thence S89°48'48"W along the North line of said Parcel "A" a distance of 480.92 feet to the Northwest Corner of said Parcel "A"; thence S00°00'00"W along the West line of said Parcel "A" a distance of 533.31 feet to the Southwest Corner of said Parcel "A"; thence S89°03'59"W a distance of 771.73 feet; thence S89°05'57"W a distance of 13.46 feet; thence N00°00'00"E a distance of 90.00 feet; thence N02°34'38"W a distance of 999.22 feet; thence N00°03'12"E a distance of 1384.45 feet to the Northwest Corner of said NE ¼ SE ¼; thence N87°56'47"E along the North line of said NE ¼ SE ¼ a distance of 1310.85 feet to the Northeast Corner of said NE ¼ SE ¼; thence S00°00'00"W along the East line of the SE ¼ of said Section 20 a distance of 1971.47 feet to the Point of Beginning. Said parcel contains 68.36 acres, more or less, including presently established county road right-of-way (2.83 ac.), and is subject to easements of record.

Note: The East line of the SE ¼ of said Section 20 is assumed to bear N00°00'00"E for this description.

RESOLUTION APPROVING PLAT OF MOYER DEVELOPMENT SUBDIVISION,  
FREMONT COUNTY, IOWA: No. 2001-33

WHEREAS, MOYER DEVELOPMENT, L.L.C., proprietor and sole owner of the following described real estate, situated in Fremont County, Iowa, to-wit:

A parcel of land located in part of the SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  and in part of the NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 20, Township 68 North, Range 43 West of the 5<sup>th</sup> Principal Meridian, Fremont County, Iowa, said parcel being more fully described as follows:

Commencing at the Southeast Corner of said Section 20; thence N00°00'00"E along the East line of said SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  a distance of 669.46 feet to the Northeast Corner of Parcel "A" as shown on the Plat of Survey recorded in Book 89 at Page 107 and the Point of Beginning; thence S89°48'48"W along the North line of said Parcel "A" a distance of 480.92 feet to the Northwest Corner of said Parcel "A"; thence S00°00'00"W along the West line of said Parcel "A" a distance of 533.31 feet to the Southwest Corner of said Parcel "A"; thence S89°03'59"W a distance of 771.73 feet; thence S89°05'57"W a distance of 13.46 feet; thence N00°00'00"E a distance of 90.00 feet; thence N02°34'38"W a distance of 999.22 feet; thence N00°03'12"E a distance of 1384.45 feet to the Northwest Corner of said NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ; thence N87°56'47"E along the North line of said NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  a distance of 1310.85 feet to the Northeast Corner of said NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ; thence S00°00'00"W along the East line of the SE  $\frac{1}{4}$  of said Section 20 a distance of 1971.47 feet to the Point of Beginning. Said parcel contains 68.36 acres, more or less, including presently established county road right-of-way (2.83 ac.), and is subject to easements of record.

Note: The East line of the SE  $\frac{1}{4}$  of said Section 20 is assumed to bear N00°00'00"E for this description.

Has submitted to the county zoning commission and to this Board a sufficient number of Plats of Subdivision, said tract to be known as Moyer Development Subdivision, said plat conforming in all essential respects with the requirements of the Code of Iowa and the Ordinance of this County and to the extent requirements of the latter are omitted, said are either not applicable to this particular subdivision, or are non-essential; and

WHEREAS, this Subdivision is more than one mile from the city limits of any town in the county and county subdivision ordinance applies; and

WHEREAS, the County Zoning Commission has approved the said Subdivision Plat and the said Subdivision is consistent with orderly growth and development of the County and the protection of the public welfare and interest of the County and surrounding area, and is in keeping with the general intent and spirit of the County Subdivision Ordinance;

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF SUPERVISORS OF FREMONT COUNTY, IOWA;

That a Preliminary Plat was filed with the Zoning Commission and the Plat of Subdivision of Moyer Development, Lots 1 through 30 inclusive, is in substantial compliance with the Preliminary Plat.

CERTIFICATE OF RESOLUTION

The undersigned Chairman of the County Board of Supervisors, and Fremont County Auditor, respectively, of Fremont County, Iowa, do hereby certify that the plat of Moyer Development, a subdivision of a part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  and part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 20, Township 68 North, Range 43 West of the 5<sup>th</sup> P.M., Fremont County, Iowa, was submitted to the Board of Supervisors of said County, at a regular meeting of said Board, held on the 26 day of April, 2001 and that the above and foregoing instrument is a true and correct copy of the Resolution passed and adopted at said meeting which is now recorded in the minutes of the said meeting. Said Resolution was introduced and offered by Board Member Hickey, who moved its adoption, that it was seconded by Aistrop, and that on roll call the following Board Members voted.

John E. Whipple AYE ~~NO~~  
John E. Whipple, Chairman

Keith Hickey AYE ~~NO~~  
Keith Hickey

David Aistrop AYE ~~NO~~  
David Aistrop

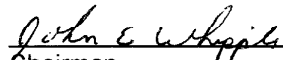
Whereupon the Chairman declared the Resolution and accompanying documents of Moyer Development carried, approved and accepted.

John E. Whipple  
John E. Whipple, Chairman

Lucille Hunt  
Lucille Hunt, County Auditor

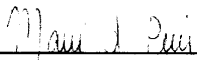

That the road paving has been constructed or is under contract for construction to serve all lots. Such improvement is being provided at the proprietors' expense according to reasonable County Specifications and to standards as specified by the County Engineer, all as provided by Ordinance. Other improvements are provided at the proprietors' expense according to State Ordinances.

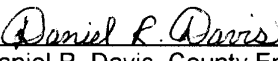
That the Plat of the afore-named Subdivision and accompanying documents are hereby approved and accepted, and 208<sup>th</sup> Avenue, 209<sup>th</sup> Avenue, 210<sup>th</sup> Avenue, 245<sup>th</sup> Street, 247<sup>th</sup> Street, and 249<sup>th</sup> Street, shall be accepted for county maintenance upon completion and acceptance by the County Engineer in writing. The other improvements are not accepted for county maintenance. The Chairman of the Board and the County Auditor are directed to certify this resolution for attaching to the Plat to be made of record in the office of the County Recorder as required by law.

  
Chairman

  
Fremont County Auditor

Approved as to Form:

  
Vicki R. Danley, County Attorney  
By:  Deputy County Attorney

  
Daniel R. Davis, County Engineer