

COMPARED

6369 ✓
Fee 100⁰⁰

STATE OF IOWA, Pottawattamie County
Filed for record this 16 day of Nov.
1992 at 10 o'clock A.M. and recorded
in book _____ page _____

By John Scortino Recorder
County

ATTORNEY'S OPINION REGARDING
NORTHERN OAKS SUBDIVISION

The undersigned, Jack W. Peters, an attorney at law who has examined the abstract of title for the land being platted as Northern Oaks Subdivision described as follows:

The South 203.02 feet of the East 616 feet of Lot 1, Auditor's Subdivision of the NE 1/4 NE 1/4 of Section 19, Township 75 North, Range 43 West of the 5th P.M., Council Bluffs, Pottawattamie County, Iowa.

The abstract of title was compiled by Abstract Guaranty Company, was prepared under the provisions of the Forty Year Marketable Title Act and has been certified from February 19, 1934, at 1:00 P.M. to November 6, 1992, at 8:00 A.M. I also have received the results of the search of the records by Abstract Guaranty Company subsequent to the last certification date at the time of the filing of the plat of Northern Oaks Subdivision. I report the following information as required by Section 409A.11 of the Code of Iowa:

1. Marketable title to that real estate is owned by Duggan Land Development, Inc. Under the provisions of a warranty deed dated April 16, 1992, recorded on April 28, 1992, in Book 92 at Page 26603 of the records in the office of the Recorder of Pottawattamie County.
2. There are no holders of mortgages, liens or other encumbrances on the land being platted. As provided by law, utility easements are not to be construed as encumbrances.
3. The property under examination is subject to the provisions of zoning ordinances and other ordinances of the City of Council Bluffs of general application to land within its jurisdiction.
4. General real estate taxes for 1991 and prior years are shown paid.

NOV 15 1992
Marilyn J. Bunker
COUNTY AUDITOR

COMPARED

Dated this 16th day of November, 1992, at 10 a.m.



Jack W. Peters

STUART, TINLEY, PETERS, THORN,
FRENCH & HUGHES
P. O. Box 398
Council Bluffs, Iowa 51502


COMPARED

CERTIFICATE OF COUNTY TREASURER

I, JUDY ANN MILLER, Treasurer of Pottawattamie County, Iowa, hereby certify that the following described land is free from certified taxes and certified special assessments:

The South 203.02 feet of the East 616 feet of Lot 1, Auditor's Subdivision of the NE 1/4 NE 1/4 of Section 19, Township 75 North, Range 43 West of the 5th P.M., Council Bluffs, Pottawattamie County, Iowa.

Dated this 16th day of November, 1992.


Judy Ann Miller, Treasurer of
Pottawattamie County, Iowa



COMPARED
CERTIFICATE AND RECEIPT

STATE OF IOWA, }
Pottawattamie County, } ss.

The undersigned, Clerk of the City of Council Bluffs, Iowa, hereby certifies that:

the attached is a true and correct copy of Resolution No. 92-55 regarding the
Duggan Land Development to be known as Northern Oaks Subdivision.

as the same appears of record in this office.

Witness my hand and seal of the City of Council Bluffs, Iowa, this 16 day of

November A. D., 19 92.

Edgar Anderson
Clerk of the City of Council Bluffs, Iowa.



A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF COUNCIL BLUFFS AND DUGGAN LAND DEVELOPMENT, INC. ON CONDITIONS TO BE SATISFIED BEFORE FINAL PLAT APPROVAL OF NORTHERN OAKS SUBDIVISION.

WHEREAS, Duggan Land Development has applied for final plat approval of Northern Oaks Subdivision, a minor subdivision under Municipal Code Chapter 14.08; and

WHEREAS, the Community Development Department has examined the proposed subdivision and has recommended that certain improvements be performed before final plat approval is granted; and

WHEREAS, Duggan Land Development and the City have reached a mutual agreement on the installation of those improvements; the agreement is attached as Exhibit 'A' and incorporated to this resolution by reference; and

WHEREAS, the City Council has studied the recommendations of the City staff and deems that approval of the agreement between Duggan Land Development, Inc. and the City is in the best interests of the City of Council Bluffs, Iowa.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA:

That the agreement between the City of Council Bluffs, Iowa, and Duggan Land Development, Inc. (Exhibit 'A') is approved; and

BE IT FURTHER RESOLVED

That upon completion of the terms of the agreement within one year or less, the City shall give final plat approval to Northern Oaks Subdivision; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are authorized, empowered, and directed to execute the agreement (Exhibit 'A') between the City and Duggan Land Development, Inc.

ADOPTED
and
APPROVED Thomas P. Hanafan, 1992

Thomas P. Hanafan
THOMAS P. HANAFAN MAYOR

ATTEST: Olga Arellano-Anderson
OLGA ARELLANO-ANDERSON CITY CLERK

1.0

SUBDIVISION AGREEMENT

This agreement is entered this 11 day of March, 1992, between the City of Council Bluffs, Iowa, (City) and Duggan Land Development, Inc. (Developer). Duggan Land Development, Inc. has requested final plat approval of a twelve-lot minor subdivision to be known as Northern Oaks Subdivision under Chapter 14.08 of the Council Bluffs Municipal Code. In consideration of their mutual promises, the City and the Developer agree as follows:

1. Developer agrees to install one-inch water lines on all water services, as required by the Council Bluffs Water Works.
2. Developer agrees to be responsible for the installation of an 8 inch sanitary sewer extension from the existing connection, south of McKensie Ave. to run west along Simms Ave., parallel and accessible to all the lots in the Subdivision. Installation shall be according to Public Works Department standards. Approval of the Final Plat shall be conditional upon completion of:
 - a. the sanitary sewer being engineered and installed by Developer; or
 - b. payment by Developer for the cost of sanitary sewer engineering and installation at the time of final plat approval. The City agrees to have the sanitary sewer installed and available for hook-up by November 1, 1992. Initial payment by the Developer shall be based on the engineer's estimate. The Developer shall be responsible for actual engineering and installation costs. Any adjustments required to balance initial payments to actual costs, shall be made within 30 days of final acceptance of the project by the City.
3. The Developer agrees to provide evidence of execution of a deed of conveyance to Lot #7 to to the owner of Part of Lot #1, Aud. Sub. NE 1/4 NE 1/4, Section 19-75-43. All construction is prohibited on said Lot #7 until such time as other direct and abutting access might be provided to the lot abutting to the north.

4. The Developer agrees to submit comprehensive plans for grading, drainage, and erosion control for the entire subdivision for the construction and final development stages. The plans must meet the approval of the City's Public Works and Community Development Departments. The plans shall include a schedule of implementation and shall be prepared by a licensed professional engineer.
5. Developer agrees to obtain permits for all work performed in City right-of-way.

The City and Developer agree that items two through four shall be completed within one year of the date of this agreement. Upon timely completion of items two through four, the City shall give final plat approval to Northern Oaks Subdivision.

This subdivision agreement shall be binding upon the parties, their respective successors and assigns.


JERRY F. DUGGAN, President
Duggan Land Development, Inc.


THOMAS P. HANAFAN Mayor

ATTEST: 
OLGA ARELLANO-ANDERSON City Clerk

DECLARATION OF RESTRICTIONS FOR NORTHERN OAKS

This Declaration is made this 14th day of September, 1992, by DUGGAN LAND DEVELOPMENT, INC., an Iowa corporation hereinafter called "Developer".

ARTICLE I

STATEMENT OF INTENT

Developer owns the real estate commonly known as Northern Oaks in Pottawattamie County, Iowa, as more specifically identified in the Addendum to this Declaration. Developer desires to provide for the preservation of values in the development of said facilities, and, therefore, desires to subject said real estate to covenants, restrictions, easements, charges, and liens hereinafter set forth which are for the benefit of said property.

THEREFORE, the Developer hereby declares that the subject real estate be held, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof.

ARTICLE II

DEFINITIONS

For the purpose of these Restrictions, the following words shall be defined as follows:

(1) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration, and all Common Areas, and any addition to the residential community known as Northern Oaks which Developer may in its discretion make subject to this Declaration as hereinafter set forth.

(2) "Common Areas" shall mean and refer to all open spaces, street right-of-ways, streets and street islands, and frontage on certain lots of Northern Oaks now or hereafter held in the name of the Developer or its successor and dedicated to the common use and enjoyment of all the Lotowners and residents of the Properties.

(3) "Lot" shall mean and refer to any separately-owned parcel as may be shown by any recorded subdivision plat of the Properties, with the exception of Common Areas as heretofore defined. Where the context indicates or requires, the term "Lot" includes any structure on the Lot.

(4) "Residence" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

(5) "Lotowner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation, unless such person or entity has acquired title pursuant to foreclosure or upon proceeding instead of foreclosure. Lotowner shall include Developer.

(6) "Developer" shall mean and refer to Duggan Land Development, Inc., an Iowa corporation, its successors and assigns.

(7) "Front Property Line" shall mean the property line of any lot abutting the right-of-way of any street.

(8) "Outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant.

(9) "Exterior Structure" means any structure erected or maintained on a Lot other than the main residential structure or any structural component thereof, including but not limited to any deck, gazebo, greenhouse, doghouse or other animal shelter or run, outbuilding, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swingset, trampoline, sand box, playhouse, treehouse, or other recreational or play structure.

ARTICLE III

Section 1.

Use of Land. None of the Lots may be improved, used or occupied for other than single-family private residential purposes, and no duplex, flat or apartment house, although intended for residential purposes, may be erected thereon. No residential building which has previously been at another location shall be moved onto the Lot. No trailer, outbuilding or exterior structure erected on any Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any residence of temporary character be erected on any of such Lots or used for human habitation; provided, however, that nothing herein shall prevent the Developer from erecting temporary buildings and using such temporary buildings or any residence for model, office, sales or storage purposes during the development of the Properties.

Section 2.

Setback Lines. No part of any residence, except as hereinafter provided, may be erected or maintained on any of the lots nearer to nor further from the front street than twenty-five (25) feet. Provided, however, that Duggan Land Development, Inc. shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot, to change any building line on any such Lot or Lots, so long as the change conforms to such front, rear and side setback lines as are contained in the ordinances for the City of Council Bluffs, Iowa as the same is now enforced or may hereafter be amended.

Section 3.

Dwelling Size. Any residence erected on any of said Lots shall contain a minimum of nine hundred (900) square feet of enclosed floor area. The words "enclosed floor area" as used in this Section 3 shall include in all cases areas on the first and second floor of the residence enclosed and finished for all-year occupancy computed on outside measurement of the residence, and shall not include any area in any basement, garage, porch or attic finished for all-year occupancy and further shall not include any area in any basement, garage, porch or attic finished or unfinished. No residence erected on any of said lots shall be more than two stories in height, unless consented to in writing by Developer. Developer shall have and hereby reserves the right to reduce the floor area requirement set forth above, provided the total reduction for any one residence may not exceed twenty (20) percent of such minimum floor area requirements for such residence.

Section 4.

Approval of Plans and Post-Construction Changes.

a. No Residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof have been submitted to and approved in writing by the Developer. Nor shall any change or alteration in such building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof be made until such change or alteration has been submitted to and approved in writing by the Developer.

b. Following the completion of construction of any Residence or Exterior Structure, no exterior colors or landscaping thereof shall be changed and no exterior additions or alterations to any structure shall be made unless and until the changes have been submitted to and approved in writing by the Developer. All replacement of all or any portion of a structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same material as the original structure unless the changes have been submitted to and approved in writing by the Developer.

c. Architectural Control in the properties, including the power of approval as set forth in subsections (a) and (b) of this Section 4, shall be solely the function of Developer. Developer may, at its option delegate all or any part of the function of architectural control to its designee. If such delegation is made, architectural control shall be the function and obligation of the designee, and it may not be delegated to a separate architectural control committee or other similar group. Any such delegation by Developer of all or part of its architectural control function to the designee shall not be effective unless done in writing and signed by a person authorized to act on behalf of Developer.

Section 5.

Building Material Requirements. Exterior walls of all buildings, structures and appurtenances thereto shall be made of brick, stone, stucco, wood shingles, wood siding, wood paneling, glass blocks, or any combination thereof. Windows, doors and louvers shall be of wood, fiberglass or metal and glass. Roofs shall be covered with wood shingles, wood shakes, composition shingles, asphalt shingles, slate or tile. Exteriors, except roofs and shake sidewalls, shall be covered with no less than two coats of good paint or stain. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five months after commencement of construction. In the event of fire, windstorm, or other damages, no building shall be permitted to remain in damaged condition longer than three (3) months.

Section 6.

Buildings or Uses Other Than For Residential Purposes; Noxious Activities; Miscellaneous.

a. Except as otherwise provided in Article III, Section 1 above, no Residence or Exterior Structure shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot, provided, however that this restriction shall not prevent a Lotowner from maintaining an office area in his residence which is not his principal place of business.

b. No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, or be permitted to accumulate or remain on any Lot except such compost facilities as may be approved by Developer in writing, nor shall

anything be done which may be or become an annoyance or a nuisance to the neighborhood, including but not limited to mechanical work on automotive or other equipment of any kind. Each Lotowner shall properly maintain his Lot in a neat, clean and orderly fashion. All Residences and Exterior Structures shall be kept and maintained in good condition and repair at all times. Developer retains the right to keep and maintain such materials and equipment as it deems reasonably necessary to further development of this and any adjacent property owned by Developer.

c. No vehicles including but not limited to trailers, buses, campers, motor homes, recreational vehicles, boats, trucks, or commercial vehicles or any similar apparatus shall be parked, maintained or stored on any Lot or in any Common Area for more than a 24 hour period. All said vehicles shall be parked, maintained and stored inside the residence or other outbuilding and shall not be parked on the street or any other Common Area. It is the intent of the parties hereto that all automobiles shall be kept in an enclosed garage whenever possible. Motorized vehicles shall not be operated on any Lot or Common Area, other than in the street or in the area one hundred (100) feet beyond the back building line of a residence.

d. No television, radio, citizens' band, short wave or other antenna, solar panel, windmill, wind-driven electrical generating system, sun energy system, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Any satellite dish placement shall be approved in writing by Developer or its designee. Should any part or all of the restriction set forth in the preceding sentence be held by a court of competent jurisdiction to be unenforceable because it violates the First Amendment or any other provision of the United States Constitution, or for any other reason, the Developer or its designee shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the neighborhood and any such rules and regulations shall be binding upon all of the Lots. No lights or other illumination shall be higher than the residence.

e. No speaker, horn, whistle, siren, bell or other sound device, except intercoms and those used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any residence or in any yard.

f. In the event of vandalism, fire, windstorm or other damage, no residence or exterior structure shall be permitted to remain in damaged condition for longer than three months.

g. No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted, except during a sixty (60) day period beginning November 15th of each calendar year.

h. Dogs shall be confined to their owner's lot. No dogs shall be allowed to run at large in the Common Areas hereby restricted.

i. No greenhouses may be constructed or maintained on any of the lots hereby restricted, without prior consent in writing by Developer.

j. No air conditioning apparatus or unsightly projections shall be attached or affixed to the front of any residence.

k. No bright light (Mercury Vapor or Sodium) shall be placed on the exterior of any structure or constructed separately without the written consent of Developer.

Section 7.

Exterior Structures.

a. No Exterior Structure including but not limited to any outbuildings shall be erected upon, moved onto or maintained upon any Lot except (i) with and pursuant to the advance written approval of the Developer or its designee, and (ii) in compliance with the additional specific restrictions set forth in subsections (b) through (g) of this Section 7; provided, however, that the approval of the Developer or its designee shall not be required for any deck, gazebo or similar Exterior Structure that has been specifically approved by the Developer as part of the residential construction plans approved by the Developer and has been built in accordance with such approved plans.

b. All basketball goals shall be free-standing and not attached to the residence unless the Developer or its designee determines that there are compelling reasons for the basketball goal to be attached to the residence. All basketball goals shall be consistent with the standard designs and materials to be selected by the Developer or its designee. All backboards shall be clear or white and made of fiberglass, plastic or other approved materials. All poles shall be an earth-tone color and of one-piece construction. There shall be no more than two basketball goals per Lot. The location of each goal shall be approved by Developer.

c. All recreational or play structures (other than basketball goals) shall be located behind the back building line of the residence.

d. No above-ground swimming pools shall be permitted. All pools and hot tubs shall be fenced. All pools and hot tubs shall be kept clean and maintained in operable condition.

Section 8.

Driveways. All driveways must be improved with hard surface, consisting of a minimum of four (4) inches of reinforced concrete or other materials approved in writing by Developer.

Section 9.

Signs. No sign, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of said lots without the consent, in writing, of Developer; provided, however, that permission is hereby granted for erection and maintenance of not more than one advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than seven (7) square feet in size and may be used of the sole and exclusive purpose of advertising for sale or lease the lot or tract upon which it is erected.

Section 10.

Landscaping and Lawns. Prior to occupancy, and in all events within five months after commencement of construction, all front and back lawns, including all areas between each Residence and any adjacent street, regardless of the distance and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully seeded and shall remain fully seeded at all times thereafter; provided, however, that a Lotowner may leave a portion of the Lot as a natural area with the express written permission of the Developer. All vegetable gardens shall be located in the back yard. The Owner of each Lot shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four inches and shall properly maintain and replace all trees and landscaping. Noxious weeds and plants shall be kept seasonably mowed and dead or unsightly growth shall be removed from all improved Lots.

Section 11.

Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant right-of-ways or easements and rights-of-way shown on the recorded plat of the Properties or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of all Lotowners in the Properties as a cross-easement for utility line or service maintenance.

The Developer shall have and does hereby reserve for itself, its successors and assigns an easement over and through all unimproved portions of each Lot in the Properties for the purpose of maintaining any Common Area.

ARTICLE IV

GENERAL PROVISIONS

Section 1.

Property Subject to This Declaration. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration as of the date of this Declaration is that property more specifically identified in the addendum to this Declaration.

Section 2.

Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, or its successors and assigns, or by the Lotowner of any real estate subject to the Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by the Lotowners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed Agreement is sent to every Lotowner at least sixty (60) days in advance of any action taken.

Section 3.

Notices. Any notice required to be sent to any member or Lotowner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or Lotowner on the records of the Developer at the time of such mailing.

Section 4.

Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both and against the land to enforce any lien created by these covenants, and failure by any Lotowner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.

Severability. In the event any one of these covenants or restrictions are held invalid by a judgment or court order, this shall in no way effect any other provisions which shall remain in full force.

Section 6.

Amendment. By written consent of the owners of the area of land within the district as then constituted, evidenced by a Declaration duly executed and acknowledged by such owners and recorded in the Office of the Register of Deeds of Pottawattomie County, Iowa, this instrument may be modified and amended.

DUGGAN LAND DEVELOPMENT, INC.

By Jerry F. Duggan
Jerry F. Duggan, President

STATE OF IOWA)
))
COUNTY OF POTTAWATOMIE)) SS:

BE IT REMEMBERED, that on this 14 day of September, 1992, came Jerry F. Duggan, who is personally known to me to be the same person who executed the within instrument of writing on behalf of Duggan Land Development, Inc., and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Phyllis J. Herren
Notary Public

My Commission Expires:

8-28-94



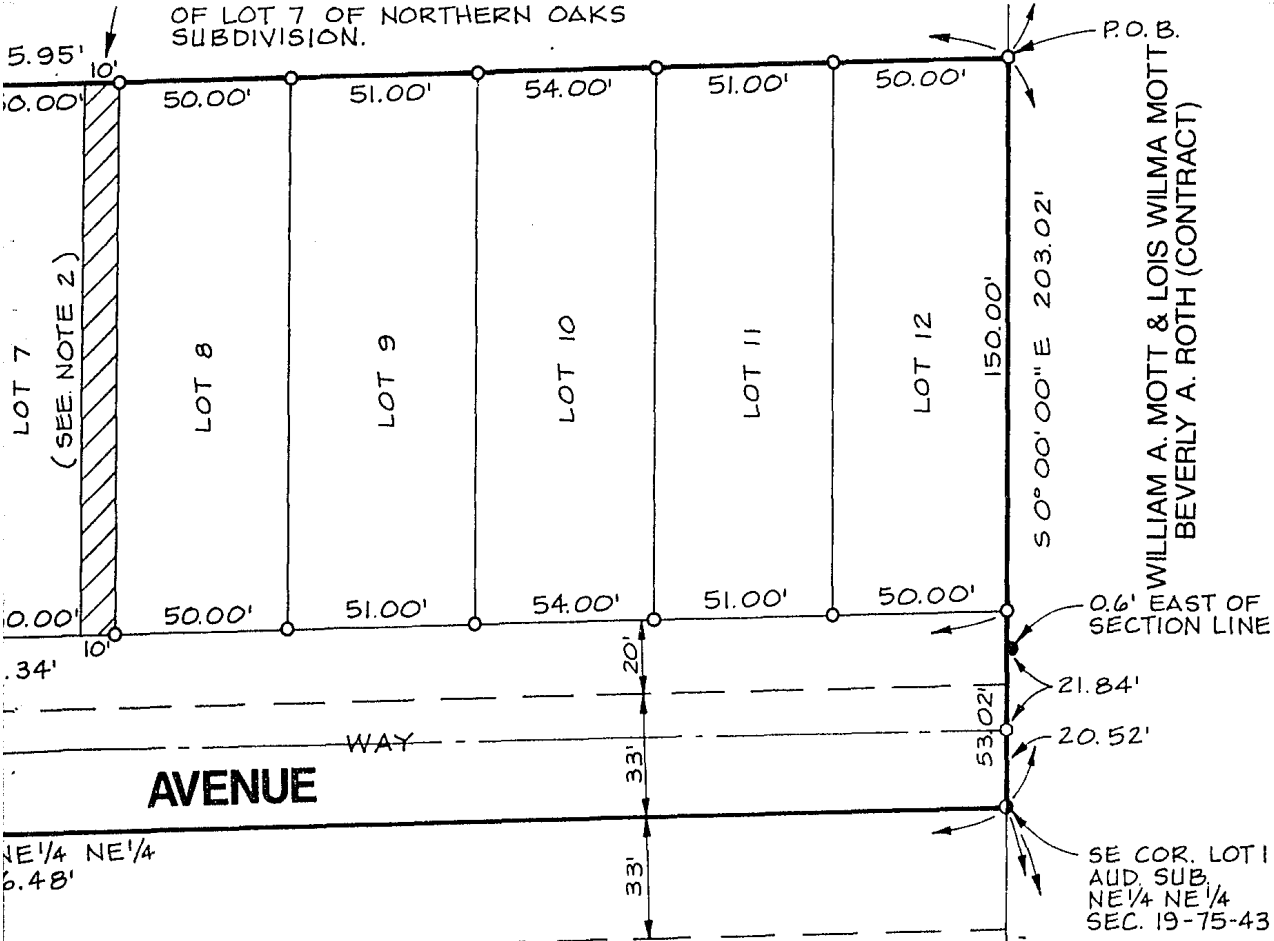
ADDENDUM TO DECLARATION OF RESTRICTIONS
FOR
NORTHERN OAKS

The real estate which is the subject of the Declaration of Restrictions for Farmington Hills, executed on the 14th day of September, 1992, is legally described as follows:

The South 203.02 feet of the East 616 feet of Lot 1, Auditor's Subdivision of the NE 1/4 NE 1/4 of Section 19, Township 75 North, Range 43 West of the 5th P.M., Council Bluffs, Pottawattamie County, Iowa.

g:\attorney\jmd\duggan\declarat.

OF LOT 7 OF NORTHERN OAKS SUBDIVISION.



P.O.B.
WILLIAM A. MOTT & LOIS WILMA MOTT &
BEVERLY A. ROTH (CONTRACT)

AVENUE

NE 1/4 NE 1/4
6.48'

SECTION 19-75-43

LEGAL DESCRIPTION:

THE SOUTH 203.02 FEET OF THE EAST 616 FEET OF LOT 1, AUDITOR'S SUBDIVISION OF THE NE 1/4 NE 1/4 SECTION 19, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE 50°00'00"E, 458.22 FEET ALONG THE EAST LINE OF THE NE 1/4 NE 1/4 OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE 50°00'00"E, 203.02 FEET TO THE SOUTHEAST CORNER LOT 1, AUDITOR'S SUBDIVISION OF THE NE 1/4 NE 1/4 SECTION 19; THENCE S88°30'12"W, 616.48 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE N0°09'04"E, 203.03 FEET; THENCE N88°30'12"E, 615.95 FEET TO THE EAST LINE OF THE NE 1/4 NE 1/4 OF SAID SECTION 19 AND THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2.87 ACRES MORE OR LESS.

THE HEREINABOVE DESCRIBED PARCEL OF LAND IS SUBJECT TO ANY AND ALL EXISTING EASEMENTS AND/OR RIGHTS-OF-WAY WHATSOEVER IN NATURE.

NOTE: THE EAST LINE OF THE NE 1/4 NE 1/4 OF SECTION 19 IS ASSUMED TO BEAR 50°00'00"E FOR THIS DESCRIPTION.

I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Daniel R. Davis
DANIEL R. DAVIS, L.S. IA. REG. NO. 12242

9/16/92 DATE

My registration expires December 31, 1993

DEDICATION:

KNOW ALL MEN OF THESE PRESENTS: THAT DUGGAN LAND DEVELOPMENT, INC. BEING THE SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND PERPETUALLY DEDICATED RIGHT-OF-WAY, SAID SUBDIVISION TO BE KNOWN AS NORTHERN OAKS SUBDIVISION, LOTS 1 THRU 12, INCLUSIVE, AND I HEREBY RATIFY AND APPROVE OF MY PROPERTY AS SHOWN ON THIS PLAT AND DEDICATE FOR USE THE EASEMENTS AND STREET RIGHT-OF-WAY AS SHOWN HEREIN.

IN WITNESS WHEREOF I DO HEREUNTO SET MY HAND THIS ____ DAY OF _____, 1992 A.D.

Gerry F. Duggan
GERRY F. DUGGAN, PRESIDENT, DUGGAN LAND DEVELOPMENT, INC. 9-18-92 DATE



SE COR. NE 1/4 NE 1/4 SEC. 19-75-43

93 14409

COMPARED

COMPARED

MWB	drawn	date
designed		
DRD	approved	date
2-92		
	revision	

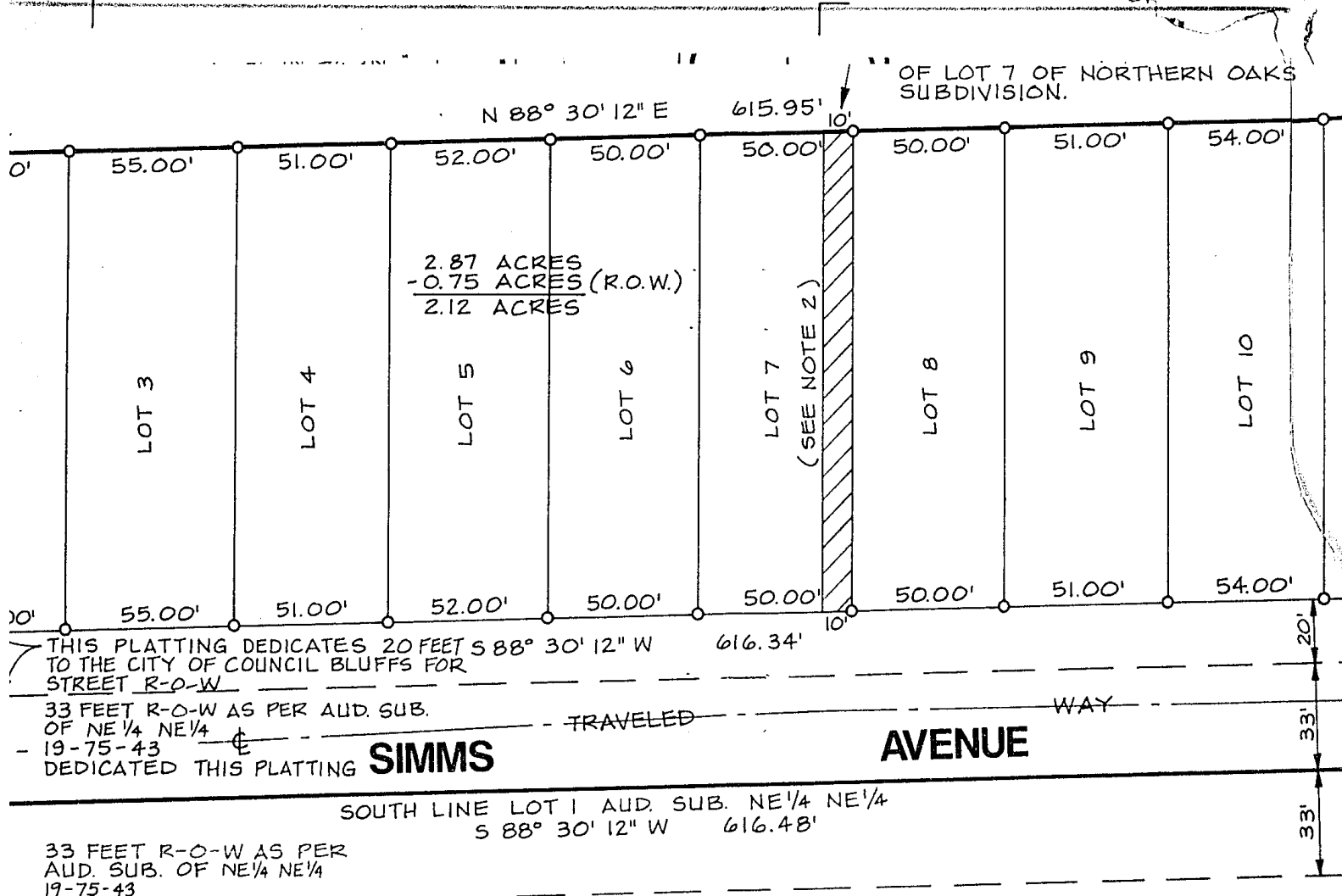
SUBDIVISION SURVEY
LOCATED IN LOT 1, AUD. SUB. OF THE NE 1/4 NE 1/4 SEC. 19, T. 75 N. R. 43 W OF THE 5TH P.M. CITY OF COUNCIL BLUFFS, IOWA

DUGGAN LAND DEVELOPMENT, INC.
1705 MCPHERSON AVENUE COUNCIL BLUFFS, IOWA 51503

FINAL PLAT

project sheet client sheet

project no.	10292
sheet	1



THIS PLATTING DEDICATES 20 FEET S 88° 30' 12" W 616.34' TO THE CITY OF COUNCIL BLUFFS FOR STREET R-O-W

33 FEET R-O-W AS PER AUD. SUB. OF NE 1/4 NE 1/4 19-75-43 DEDICATED THIS PLATTING

SIMMS AVENUE

TRAVELED WAY

SOUTH LINE LOT 1 AUD. SUB. NE 1/4 NE 1/4 S 88° 30' 12" W 616.48'

33 FEET R-O-W AS PER AUD. SUB. OF NE 1/4 NE 1/4 19-75-43

LOT 2 AUD. SUB. NE 1/4 NE 1/4 SECTION 19-75-43

LEGAL DESCRIPTION:
THE SOUTH 203.02 FEET OF THE EAST 616 FEET OF LC THE NE 1/4 NE 1/4 SECTION 19, TOWNSHIP 75 NORTH, POTTAWATTAMIE COUNTY, IOWA, FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTI 458.22 FEET ALONG THE EAST LINE OF THE NE 1/4 NE 1/4 POINT OF BEGINNING; THENCE CONTINUING ALONG SAID FEET TO THE SOUTHEAST CORNER LOT 1, AUDITOR'S S1 SECTION 19; THENCE S 88° 30' 12" W, 616.48 FEET ALON 1; THENCE N 0° 09' 04" E, 203.03 FEET; THENCE N 88° 30' 12" W, 616.48 FEET TO THE EAST LINE OF SAID SECTION 19 AND 1 PARCEL CONTAINS 2.87 ACRES MORE OR LESS.

THE HEREINAFOVE DESCRIBED PARCEL OF LAND IS SUBJ EASEMENTS AND/OR RIGHTS-OF-WAY WHATSOEVER IN NAT

NOTE: THE EAST LINE OF THE NE 1/4 NE 1/4 OF SECTI 50° 00' 00" E FOR THIS DESCRIPTION.

I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE PERSONAL SUPERVISION AND THAT I AM A DULY REGIST LAWS OF THE STATE OF IOWA.

Daniel R. Davis
DANIEL R. DAVIS, L.S. IA. REG. NO. 12242

My registration expires December 31, 1993

DEDICATION:

KNOW ALL MEN OF THESE PRESENTS: THAT DUGGAN LAND SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED AND EMBRACED WITHIN THIS PLAT HAVE CAUSED THE SA AND PERPETUALLY DEDICATED RIGHT-OF-WAY, SAID SUB NORTHERN OAKS SUBDIVISION, LOTS 1 THRU 12, INCLU APPROVE OF MY PROPERTY AS SHOWN ON THIS PLAT AND EASEMENTS AND STREET RIGHT-OF-WAY AS SHOWN HEREI

IN WITNESS WHEREOF I DO HEREUNTO SET MY HAND THI A.D.

Jerry F. Duggan
JERRY F. DUGGAN, PRESIDENT, DUGGAN LAND DEVELOPH

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE) ES

On this 18th day of September 1992, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Jerry F. Duggan, to be known to be the identical person named in and who executed the foregoing statement acknowledging the same as his voluntary act and deed.

Patricia A. Hoffman
PATRICIA A. HOFFMAN
MY COMMISSION EXPIRES
February 1, 1993

Patricia A. Hoffman
NOTARY PUBLIC

I HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUS WITH THE FILING OF THE FINAL PLAT:

- A. ALL PRIVATE RESTRICTIONS AND/OR CONVENANTS, IF ANY WHICH WILL BE A PART OF THE SUBJECT DEVELOPMENT.
- B. CERTIFIED STATEMENT OF THE COUNTY TREASURER THAT THE SUBDIVIDED LAND IS FREE FROM TAXES.

Jerry F. Duggan
JERRY F. DUGGAN, PRESIDENT,
DUGGAN LAND DEVELOPMENT, INC.

9-18-92
DATE

APPROVED BY:
Donald J. An
DIRECTOR, COMMUNITY DEVELOPMENT DEPT.

9-28-92
DATE

CITY COUNCIL
Thomas P. Hoffman
APPROVED BY THE MAYOR

9-28-92
DATE

WITNESSED TO BY:
Olga A. Anderson
CITY CLERK

9-28-92
DATE

93 14410

COMPARED

LOT 3 NE 1/4

PROVIDED ON EACH PLAT AND TO ALL ER IN NATURE.

BE FILED

SEC. 19-75-43

P = 664.00' S = 666.77'

CITY OF COUNCIL BLUFFS/
COUNCIL BLUFFS WATER WORKS
(BOARD OF TRUSTEES)

51.95' 50.00' 55.00' 51.00'

LOT 1

LOT 2

LOT 3

LOT 4

N 00° 09' 04" E 203.03'

150.01'

S 0° 00' 00" E

150.00'

NW COR LOT 2
AUD. SUB.
NE 1/4 NE 1/4
SEC. 19-75-43

52.34' 50.00' 55.00' 51.00'

N 0° 19' 21" E

1.5'

THIS PLATTING DEDICATES 20
TO THE CITY OF COUNCIL BLUFFS
STREET R-O-W

33 FEET R-O-W AS PER AUD. SUB.
OF NE 1/4 NE 1/4
19-75-43

DEDICATED THIS PLATTING **SIN**

SOUTH

33 FEET R-O-W AS PER
AUD. SUB. OF NE 1/4 NE 1/4
19-75-43

WEST LINE LOT 2
AUD. SUB. NE 1/4 NE 1/4
SECTION 19-75-43

SE COR. LOT 6
AUD. SUB. OF PT. LOT 3
AUD. SUB. NE 1/4 NE 1/4
SEC. 19-75-43

SE COR. LOT 4
AUD. SUB. OF PT. LOT 3
AUD. SUB. NE 1/4 NE 1/4
SEC. 19-75-43

COMPARED

N 0° 44' 45" E P & S = 194.00'

1975.29'

704.55'

29.80'

20'

33'

33'

NOTE 1: A 5' PERMANENT UTILITY EASEMENT SHALL BE PROVIDED ON EACH
SIDE LOT LINE, SUBJECT TO EASEMENTS AS SHOWN ON PLAT AND TO ALL
PREVIOUS EASEMENTS AND/OR RIGHTS-OF-WAY WHATSOEVER IN NATURE.

NOTE 2: AN EXECUTED SUBDIVISION AGREEMENT WILL BE FILED
CONCURRENT WITH THIS PLAT.

STATE OF IOWA
COUNTY OF POTTAWATTAMIE

On this 1
undersigned, a Notary
personally appeared
identical person
acknowledged the
deed.



I HEREBY CERTIFY
THE POTTAWATTAMIE
OF THE FINAL PLAT

- A. ALL PR WHICH
- B. CERTIF SUBDIV

Gerry F. Duggan
GERRY F. DUGGAN,
DUGGAN LAND REVEL

APPROVED BY:
[Signature]
DIRECTOR, COMMUNI

CITY COUNCIL
[Signature]
APPROVED BY THE M

TESTED TO BY:
[Signature]
CITY CLERK

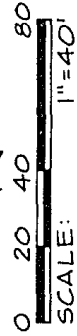
93 14411

542334

COMPARED

FINAL PLAT NORTHERN OAKS SUBDIVISION

OWNER / DEVELOPER
DUGGAN LAND DEVELOPMENT, INC.
1705 MCPHERSON AVENUE
COUNCIL BLUFFS, IOWA 51503



N 1/4 COR.
SEC. 19-75-43
NW COR.
NE 1/4 NE 1/4
SEC. 19-75-43

S 88° 44' 21" W 1317.15'

614.67'

MICHAEL & DIANE MCKEE

PART OF LOT 1
AUD. SUB. NE 1/4 NE 1/4
SECTION 19-75-43

93 14412

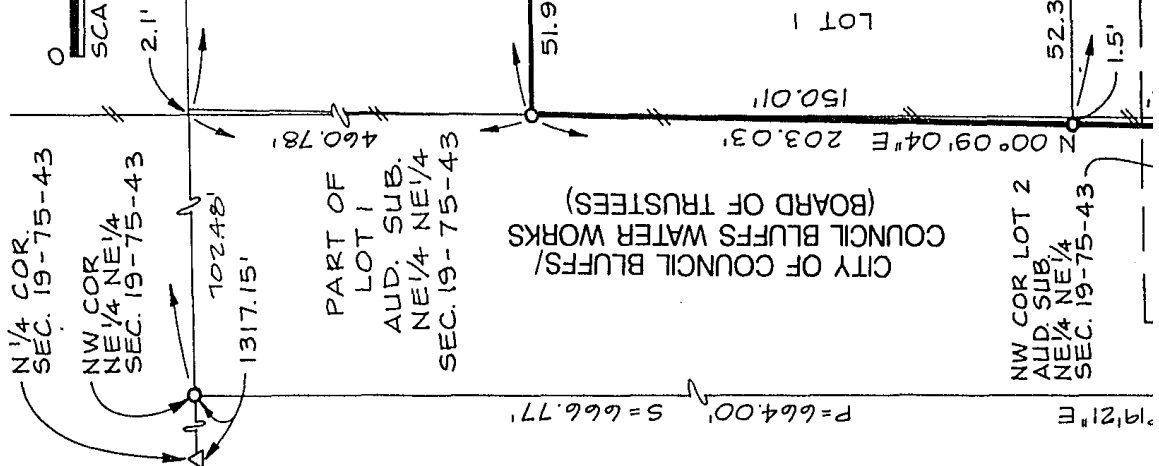
PART OF
LOT 1
AUD. SUB.
NE 1/4 NE 1/4
SEC. 19-75-43

CITY OF COUNCIL BLUFFS/
COUNCIL BLUFFS WATER WORKS
(BOARD OF TRUSTEES)

NW COR LOT 2
AUD. SUB.
NE 1/4 NE 1/4
SEC. 19-75-43

P=664.00' S=666.77'

19'21" E



PRIVATE 10' S
EASEMENT. THE
SYSTEM IS TO
AND MAINTAIN
OWNER AND
OF LOT 7 G.F.
SUBDIVISION

2.87 ACRES
-0.75 ACRES (R.O.W.)
2.12 ACRES

THIS PLATTING DEDICATES 20 FEET 5 88° 30' 12" W
TO THE CITY OF COUNCIL BLUFFS FOR
STREET R-O-W
20 FEET DEDICATION PER A.D. 618

FINAL PLAT

NORTHERN OAKS SUBDIVISION

OWNER / DEVELOPER
 DUGGAN LAND DEVELOPMENT, INC.
 1705 MCPHERSON AVENUE
 COUNCIL BLUFFS, IOWA 51503

MICHAEL & DIANE MCKEE

PART OF LOT 1
 AUD. SUB. NE 1/4 NE 1/4
 SECTION 19-75-43

LEGEND

- △ FOUND CONC. MONUMENT W/ BRASS CAP
- FOUND 1 1/4" Ø HOLLOW TOP PIPE
- FOUND 3/4" Ø PINCH TOP PIPE
- FOUND 3/4" Ø HOLLOW TOP PIPE
- FOUND IRON PIN W/ YELLOW CAP # 3628
- FOUND 1" HOLLOW TOP PIPE
- SET 5/8" Ø X 30" REBAR W/ CAP # 12242
- X SET CHISELED "X"

COMPARED

POINT OF BEGINNING

NE COR.
 SEC. 19-75-43

1317.15'
 614.67'

PRIVATE 10' STORM DRAINAGE
 BASEMENT. THIS DRAINAGE
 EASEMENT AND DRAINAGE
 SYSTEM IS TO BE INSTALLED
 AND MAINTAINED BY THE
 OWNER AND HIS OR HER ASSIGNS
 OF LOT 7 OF NORTHERN OAKS
 SUBDIVISION.

93 14413

EAST LINE
 NE 1/4 NE 1/4
 SEC. 19-75-43

P.O.B.

50° 00' 00" E 203.02'

WILLIAM A. MOTT & LOIS WILMA MOTT
 BEVERLY A. ROTH (CONTRACT)

0.6' EAST OF
 SECTION LINE

FEET S 88° 30' 12" W
 616.34'

This drawing is being made
 available by hgm associates inc.
 in accordance with their standard
 terms of the above agreement.
 hgm associates inc.
 1705 McPherson Avenue
 Council Bluffs, Iowa 51503

hgm
 ASSOCIATES INC.
 ENGINEERING ARCHITECTURE SURVEYING
 Council Bluffs Iowa

MWB	drawn
_____	designed
_____	DRD
_____	approved
2-92	date
_____	revision

