

COMPARED

Curtis J. Heithoff

ATTORNEY AT LAW
AND REALTOR AND BROKER
Council Bluffs, Iowa 51501

December 29, 2000

INVEST # 11029
RECORDING FEE 7.50
AUDITOR FEE
ADVA FEE

FILE NUMBER
AND FILE NUMBER

Community Development Department
Zoning and Subdivision
205 South Main
Council Bluffs, IA 51501

Pottawattamie County Recorder
Pottawattamie County Courthouse
Council Bluffs, IA 51501

RE Oak Ridge Estates Phase 1 Platting Opinion

Ladies and Gentlemen:

I have examined the Abstract of Title to

See attached EXHIBIT 'A' - LEGAL DESCRIPTION

Located entirely within this legal description is a parcel of real estate which is legally described as follows:

Being a platting of part of the SE 1/4 of the SW 1/4 of Section 24, Township 75 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, more particularly described as follows: Beginning at the Southwest corner of said SE 1/4 of the SW 1/4 of Section 24, said point also being the Southeast corner of part of Lot 4, Auditor's Subdivision of the SW 1/4 of the SW 1/4 of said Section 24; thence N02°25'48"W (assumed bearing) along the West line of said SE 1/4 of the SW 1/4 of Section 24, said line also being the East line of said Part of Lot 4, Auditor's Subdivision of the SW 1/4 of the SW 1/4 of Section 24, a distance of 276.71 feet to a point on the Easterly right-of-way line of Park Wild Drive; thence Northerly along said Easterly right-of-way line of Park Wild Drive on a curve to the left with a radius of 1876.02 feet, a distance of 152.59 feet, said curve having a long chord which bears N05°56'52"E, a distance of 152.55 feet; thence Northerly along said Easterly right-of-way line of Park Wild Drive on a curve to the left with a radius of 399.70 feet, a distance of 90.59 feet, said curve having a long chord which bears N02°52'32"W, a distance of 90.40 feet, thence N87°34'12"E, a distance of 330.14 feet; thence S81°22'42"E, a distance of 299.30 feet; thence S56°47'58"E, a distance of 150.00 feet; thence Northerly on a curve to the left with a radius of 115.00 feet, a distance of 23.86 feet, said curve having a long chord which bears N06°22'12"E, a distance of 23.82

REC'D FOR RECORD
POTTAWATTAMIE CO. IA.
01 JAN 9 AM 11:16
OFFICE OF RECORDER

1-599

Entered for Taxation Jan. 9, 2001

Marilyn Jo Drake COUNTY AUDITOR

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feet, thence

Oak Ridge Estates Phase 1 Platting Opinion

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N00°34'28"W, a distance of 10.54 feet to a point on the Westerly right-of-way line of said Park Wild Drive, thence N84°23'12"E, a distance of 50.19 feet to a point on the Easterly right-of-way line of said Park Wild Drive, thence N00°34'28"W, a distance of 88.42 feet, thence N85°28'08"E, a distance of 249.19 feet, thence S78°32'48"E, a distance of 122.82 feet, thence S63°09'55"E, a distance of 162.36 feet to a point on the East line of said SE ¼ of the SW ¼ of Section 24, said point also being on the West line of Block 19, Resurvey of Galesburg Addition, a subdivision located in said SE ¼ of Section 24, thence S02°37'48"E, along said East line of the SE ¼ of the SW ¼ of Section 24, said line also being said West line of Block 19, Resurvey of Galesburg Addition, and also the West right-of-way line Selden Street, and also the West line of Auditor's Subdivision of the Resurvey of Block 24, of Resurvey of Galesburg Addition, a subdivision located in said SE ¼ of Section 24, and also the West right-of-way line of Fleming Avenue, a distance of 429.12 feet to the Southeast corner of said SE ¼ of the SW ¼ of Section 24, said point also being the Northeast corner of Lot 1, Auditor's Subdivision portion East ½ of the NW ¼ of Section 25, known as Oak Park Addition; thence S89°02'42"W along the South line of said SE ¼ of the SW ¼ of Section 24, said line also being the North line of said Auditor's Subdivision portion East ½ of the NW ¼ of Section 25, known as Oak Park Addition, and also the North line of Outlot 6, said Auditor's Subdivision of the NE ¼ of said NW ¼ of Section 25, known as Oak Park Addition, a distance of 1334.42 feet to the point of beginning. Said tract of land contains an area of 663,848 square feet or 15.240 acres, more or less.

which real estate is to be platted into:

Oak Ridge Estates Phase 1, an Addition to the City of Council Bluffs, Iowa, Lots 1 through 30 Inclusive and Outlots "A" and "B", being a Platting of part of the SE ¼ of the SW ¼ of Section 24, Township 75 North, Range 44 West of the 5th P.M., in Pottawattamie County, Iowa.

This Abstract does not cover matters included in Chapter 614.29 through 614.38 of the Code of Iowa as amended, the Marketable Title Act and Chapter 11 of the Iowa Land Title Examination Standards and the Abstracting Standards of the Iowa Land Title Association, which are excluded thereunder, except: Plats and survey; easements; party wall and other boundary line agreements; unexpired recorded leases; and patents and is certified to December 11, 2000 at 8:00 A.M. by Missouri River Title Co., Inc. and is in one part containing 72 entries. From my examination, I find marketable title to be in...

OAKRIDGE ESTATES, L.L.C., subject to the following:

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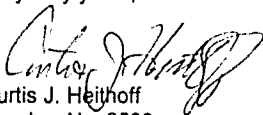
Oak Ridge Estates Phase 1 Platting Opinion
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1. Entry #61 sets forth a Mortgage, Security Agreement and Assignment of Rents in the amount of \$2,000,000.00 from Oakridge Estates, L.L.C., a Nebraska limited liability Company, to Firststar Bank, N.A., which Mortgage is dated May 31, 2000 and was recorded on May 31, 2000 in Book 100, Page 54129.
2. Entry #71 shows that the 1999 Real Estate Taxes are first-half paid, and second-half unpaid, with all prior years being paid in full.

CAUTION

This opinion is prepared pursuant to the provisions of §354.11(3) of the Code of Iowa, and only sets forth the names of the proprietors and holders of mortgages, liens, or other encumbrances on the real estate. Further as the abstract of title covers only matters which are of record in Pottawattamie County, Iowa, this examiner can make no determination concerning matters or problems which would be disclosed by a survey; the rights of parties who may be in possession of the real estate, other than the titleholders of record; and the right to file Mechanic's Liens against the premises for labor or materials furnished in connection with improvements made on the real estate within 90 days of furnishing the last item of improvement.

Very truly yours,


Curtis J. Heithoff
Member No. 2590

CJH:mee

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EXHIBIT 'A' - LEGAL DESCRIPTION

LEGAL #1

An 80 acres tract of land located East of Eighth Street, West of Harrison Street, abutting the Parkview Apartments property and legally described as: The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 75, Range 44, Council Bluffs, Pottawattamie County, Iowa.

LEGAL #2

Part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 75 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Council Bluffs, Iowa, more particularly described as follows: Commencing at the center of said Section 24 and point of beginning, thence North 88°29'09" West along the South line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, a distance of 1324.20 feet to the Southwest corner of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence North 0°14'33" West along the West line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, a distance of 1324.39 feet to the Northwest corner of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence South 88°48'16" East along the North line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, a distance of 220.22 feet to a point on the Southwesterly right of way line of Oak Park Road, thence South 53°26'22" East along said Southwesterly right of way line of Oak Park Road a distance of 243.04 feet, thence South 42°16'59" East along said Southwesterly right of way line of Oak Park Road a distance of 127.90 feet, thence South 20°54'13" East along said Southwesterly right of way line of Oak Park Road a distance of 4.67 feet, thence North 69°05'47" East a distance of 60.00 feet to a point on the Northeasterly right of way line of said Oak Park Road, thence South 20°45'05" East a distance of 57.35 feet, thence South 81°13'19" East a distance of 135.57 feet, thence North 23°05'45" East a distance of 201.86 feet to a point on the Southwesterly right of way line of DeLong Avenue, thence South 58°15'51" East along said Southwesterly right of way line of DeLong Avenue a distance of 90.78 feet to the Northwesterly corner of Lot 4, Schlott Middle Addition, Council Bluffs, Iowa, thence South 23°09'43" West along the Westerly line of said Lot 4 a distance of 177.53 feet to the Southwesterly corner of said Lot 4, thence South 67°35'13" East along the Southerly line of said Lot 4 a distance of 96.56 feet to the Southeasterly corner of said Lot 4; thence South 67°32'39" East along the Southerly line of Lot 3 of said Schlott Middle Addition a distance of 121.01 feet to the Southeasterly corner of said Lot 3; thence South 86°36'47" East along the Southerly line of Lot 2 of said Schlott Middle Addition a distance of 109.28 feet to the Southeasterly corner of said Lot 2; thence South 86°34'30" East along the Southerly line of Lot 1 of said Schlott Middle Addition, and along the prolongation of said Southerly line of said Lot 1, a distance of 211.36 feet to a point on the East line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence South 0°29'55" East along the East line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, a distance of 930.74 feet to the point of beginning. Parcel contains 33.613 acres, more or less. Said parcel is subject to Oak Park Road right of way and to all other rights of way and easements, if any. Note: The South line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 24 is assumed to bear North 88°29'09" West for this description.

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EXHIBIT A - CONTINUED

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Legal #3

Part of the Northeast quarter of the Northwest quarter of Section 24, Township 75 North, Range 44 West of the 5th P.M. Pottawattamie County, Council Bluffs, Iowa, more particularly described as follows: Commencing at the center of said Section 24 thence North 88°29'09" West along the South line of the Southeast quarter of the Northwest quarter of said Section 24 a distance of 1324.20 feet to the Southwest corner of said Southeast quarter of the Northwest quarter thence North 0°14'33" West along the West line of said Southeast quarter of the Northwest quarter a distance of 1324.39 feet to the Southwest corner of the Northeast quarter of the Northwest quarter of said Section 24 and point of beginning thence North 0°14'33" West along the West line of said Northeast quarter of the Northwest quarter a distance of 377.95 feet to a point on the Southwesterly right of way line of Oak Park Road thence South 10°19'40" East along said Southwesterly right of way line of Oak Park Road a distance of 75.07 feet thence South 30°04'47" East along said Southwesterly right of way line of Oak Park Road a distance of 312.47 feet thence South 53°28'22" East along said Southwesterly right of way line of Oak Park Road a distance of 64.35 feet to a point on the South line of said Northeast quarter of the Northwest quarter thence North 88°48'16" West along the South line of said Northeast quarter of the Northwest quarter a distance of 220.22 feet to the point of beginning. Parcel contains 0.735 of an acre, more or less. Said parcel is subject to all rights of way and easements, if any. NOTE: The South line of the Southeast quarter of the Northwest quarter of said Section 24 is assumed to bear North 88°29'09" West for this description.

Legal #4

Part of the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 75 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Council Bluffs, Iowa, more particularly described as follows: Commencing at the center of said Section 24, thence North 88°29'09" West along the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 24 a distance of 1324.20 feet to the Southwest corner of said Southeast 1/4 of the Northwest 1/4; thence North 0°14'33" West along the West line of said Southeast 1/4 of the Northwest 1/4 a distance of 1324.39 feet to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 24; thence North 0°14'33" West along the West line of said Northeast 1/4 of the Northwest 1/4 a distance of 377.95 feet to a point on the Southwesterly right of way line of Oak Park Road; thence North 10°19'40" West along said Southwesterly right of way line of Oak Park Road a distance of 5.84 feet; thence North 17°51'00" East along the Northwesterly right of way line of Oak Park Road a distance of 3.29 feet to a point on the West line of said Northeast 1/4 of the Northwest 1/4 and point of beginning; thence North 0°14'33" West along the West line of said Northeast 1/4 of the Northwest 1/4 a distance of 295.55 feet to a point on the Southwesterly right of way line of DeLong Avenue; thence South 44°14'26" East along said Southwesterly right of way line of DeLong Avenue a distance of 67.59 feet; thence South 34°39'30" East along said Southwesterly right of way line of DeLong Avenue a distance of 40.40 feet to the intersection with said Northwesterly right of way line of Oak Park Road; thence South 17°51'00" West along said Northwesterly right of way line of Oak Park Road a distance of 224.71 feet to the point of beginning. Parcel contains 0.242 of an acre, more or less. Said parcel is subject to all rights of way and easements, if any. Note: The South line of the Southeast 1/4 of the Northwest quarter of said Section 24 is assumed to bear North 88°29'09" West for this description.

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Legal #11

Part of the Northwest quarter of the Northwest quarter of Section 24 Township 25 North Range 44 West of the 5th P.M. Pottawattamie County Colored Bluffs Iowa more particularly described as follows: Commencing at the corner of said Section 24 thence South 88°29'09" West along the South line of the Southeast quarter of the Northwest quarter of said Section 24 a distance of 1324.25 feet to the Southwest corner of said Southeast quarter of the Northwest quarter thence North 0°14'33" West along the West line of said Southeast quarter of the Northwest quarter a distance of 1324.35 feet to the Southwest corner of the Northwest quarter of the Northwest quarter of said Section 24 and point of beginning thence North 35°44'02" West a distance of 205.96 feet thence North 0°14'33" West and parallel with the East line of said Northwest quarter of the Northwest quarter a distance of 610.00 feet to a point on the Southwesterly right of way line of DeLong Avenue thence South 41°21'28" East along said Southwesterly right of way line of DeLong Avenue a distance of 165.00 feet thence South 44°14'26" East along said Southwesterly right of way line of DeLong Avenue a distance of 174.75 feet to a point on the East line of said Northwest quarter of the Northwest quarter thence South 0°14'33" East along the East line of said Northwest quarter of the Northwest quarter a distance of 265.55 feet to a point on the Northwesterly right of way line of Oak Park Road thence South 17°51'00" West along said Northwesterly right of way line of Oak Park Road a distance of 329 feet thence South 10°19'40" East along the Southwesterly right of way line of Oak Park Road a distance of 5.84 feet to a point on the East line of said Northwest quarter of the Northwest quarter thence South 0°14'33" East along the East line of said Northwest quarter of the Northwest quarter a distance of 377.95 feet to the point of beginning Parcel contains 3.394 acres, more or less. Said parcel is subject to all rights of way and easements, if any. NOTE: The South line of the Southeast quarter of the Northwest quarter of said Section 24 is assumed to bear North 88°29'09" West for this description.

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COMPARED

STATEMENT OF MORTGAGE HOLDER

STATE OF Iowa)
Pottawattamie COUNTY)

This Statement of Mortgage Holder is made pursuant to Iowa Code Section 353.11(2) by the undersigned representative of Firstar Bank, N.A.

1. That Firstar Bank, N.A. is the holder of a certain Mortgage, Security Agreement and Assignment of Rents dated May 31, 2000 and recorded on May 31, 2000 in Book 100, Page 54129 of the Records of Pottawattamie County, Iowa, said Mortgage being given to Firstar Bank, N.A. by Oakridge Estates, L.L.C., a Nebraska limited liability company, and encumbering real estate owned by Oakridge Estates, L.L.C., which real estate is located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, and NW $\frac{1}{4}$ NW $\frac{1}{4}$, all in Section 24, Township 75 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, and more fully set forth in said Mortgage, Security Agreement and Assignment of Rents.

2. That the real estate which is the subject of the Mortgage, Security Agreement and Assignment of Rents recorded in Book 100, Page 54129 of the Records of Pottawattamie County and described in paragraph 1 includes real estate to be platted by Oakridge Estates, L.L.C., which real estate will thereafter be known as:

Oak Ridge Estates Phase 1, an Addition to the City of Council Bluffs, Iowa, Lots 1 through 30 inclusive and Outlots "A" and "B", being a Platting of part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 75 North, Range 44 West of the 5th P.M., in Pottawattamie County, Iowa.

with the real estate comprising Oak Ridge Estates Phase 1 being legally described as:

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Statement of Mortgage Holder

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Being a platting of part of the SE ¼ of the SW ¼ of Section 24, Township 75 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, more particularly described as follows: Beginning at the Southwest corner of said SE ¼ of the SW ¼ of Section 24, said point also being the Southeast corner of part of Lot 4, Auditor's Subdivision of the SW ¼ of the SW ¼ of said Section 24; thence N02°25'48"W (assumed bearing) along the West line of said SE ¼ of the SW ¼ of Section 24, said line also being the East line of said Part of Lot 4, Auditor's Subdivision of the SW ¼ of the SW ¼ of Section 24, a distance of 276.71 feet to a point on the Easterly right-of-way line of Park Wild Drive; thence Northerly along said Easterly right-of-way line of Park Wild Drive on a curve to the left with a radius of 1876.02 feet, a distance of 152.59 feet, said curve having a long chord which bears N06°58'52"E, a distance of 152.55 feet; thence Northerly along said Easterly right-of-way line of Park Wild Drive on a curve to the left with a radius of 399.70 feet, a distance of 90.59 feet, said curve having a long chord which bears N02°52'32"W, a distance of 90.40 feet, thence N87°34'12"E, a distance of 330.14 feet; thence S81°22'42"E, a distance of 299.30 feet; thence S56°47'58"E, a distance of 150.00 feet; thence Northerly on a curve to the left with a radius of 115.00 feet, a distance of 23.86 feet, said curve having a long chord which bears N06°22'12"E, a distance of 23.82 feet; thence N00°34'28"W, a distance of 10.54 feet to a point on the Westerly right-of-way line of said Park Wild Drive; thence N84°23'12"E, a distance of 50.19 feet to a point on the Easterly right-of-way line of said Park Wild Drive; thence N00°34'28"W, a distance of 88.42 feet; thence N85°28'08"E, a distance of 249.19 feet; thence S76°32'48"E, a distance of 122.62 feet; thence S63°09'55"E, a distance of 182.36 feet to a point on the East line of said SE ¼ of the SW ¼ of Section 24, said point also being on the West line of Block 19, Resurvey of Galesburg Addition, a subdivision located in said SE ¼ of Section 24; thence S02°37'48"E, along said East line of the SE ¼ of the SW ¼ of Section 24, said line also being said West line of Block 19, Resurvey of Galesburg Addition, and also the West right-of-way line Selden Street, and also the West line of Auditor's Subdivision of the Resurvey of Block 24, of Resurvey of Galesburg Addition, a subdivision located in said SE ¼ of Section 24, and also the West right-of-way line of Fleming Avenue, a distance of 429.12 feet to the Southeast corner of said SE ¼ of the SW ¼ of Section 24, said point also being the Northeast corner of Lot 1, Auditor's Subdivision portion East ½ of the NW ¼ of Section 25, known as Oak Park Addition; thence S89°02'42"W along the South line of said SE ¼ of the SW ¼ of Section 24, said line also being the North line of said Auditor's Subdivision portion East ½ of the NW ¼ of Section 25, known as Oak Park Addition, and also the North line of Outlot B, said Auditor's Subdivision of the NE ¼ of said NW ¼ of Section 25, known as Oak Park Addition, a distance of 1334.42 feet to the point of beginning. Said tract of land contains an area of 863,848 square feet or 15.240 acres, more or less.

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Statement of Mortgage Holder

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3. That the Final Plat for Oak Ridge Estates Phase 1, an Addition to the City of Council Bluffs, Iowa, which is composed of the real estate described in paragraph 2 and which is encumbered by the Mortgage, Security Agreement, and Assignment of Rents as described in paragraph 1, has been prepared with the free consent and in accordance with the desire of Firststar Bank, N.A., and Firststar Bank, N.A. hereby fully consents to the platting of the real estate set forth in paragraph 2 into:

Oak Ridge Estates Phase 1, an Addition to the City of Council Bluffs, Iowa, Lots 1 through 30 inclusive and Outlots "A" and "B", being a Platting of part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 75 North, Range 44 West of the 5th P.M., in Pottawattamie County, Iowa.

DATED this 2nd day of January, 2001.

FIRSTAR BANK, N.A.

BY: Scott Menke, VP
Scott Menke

NOW On this 2nd day of January, 2001, before me, a Notary Public in and for said County and State, personally appeared Scott Menke, to me personally known, who being by me duly sworn, did say that he is a Vice-President of Firststar Bank, N.A. executing the within and foregoing instrument to which this is attached; that no seal has been procured by Firststar Bank, N.A.; that the instrument was signed on behalf of Firststar Bank, N.A. by authority of its Board of Directors; and that Scott Menke, of Firststar Bank, N.A., acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Firststar Bank, N.A.; by it and by him voluntarily executed.

Kathleen A. Searles
NOTARY PUBLIC IN AND FOR SAID STATE

KATHLEEN A. SEARLES
Notary Public - State of Iowa
My Commission Expires July 19, 2003

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COMPARED

CERTIFICATE AND RECEIPT

STATE OF IOWA,

1 2000

Polk County,

The undersigned, Clerk of the City of Council Bluffs, Iowa,

hereby certifies that Resolution No. 02-281 is a true and correct copy

as the same appears of record in this office.

Witness my hand and seal of Council Bluffs, Iowa, this

1st day of December A.D. 2000

Olyvia Raminis
City Clerk of the City of Council Bluffs, Iowa



BX101PG32791

COMPARED

Presented by: City of Council Staff Legal Department, 219 East Second Street, Room 2100, OKLAHOMA CITY, OKLAHOMA 73102
Revised by: City of Council Staff Legal Department, 219 East Second Street, Room 2100, OKLAHOMA CITY, OKLAHOMA 73102

RESOLUTION NO. 00-231

A RESOLUTION granting final plat approval for Oak Ridge Estates Phase 1, with a variance to allow homes to be placed 11 feet from the front property line.

WHEREAS, Oak Ridge Estates, L.L.C., has requested final plat approval for a 30-lot single family residential subdivision to be known as Oak Ridge Estates Phase 1. The proposed subdivision is located on approximately 13 acres extending east from the paved portion of Parkwild Drive to connect with Oak Park Road on the south, as shown on Attachment "A", and

WHEREAS, the proposed subdivision is consistent with the 1994 Comprehensive Plan and the purpose and intent of the Subdivision and Zoning Ordinances, and

WHEREAS, the final plat of Oak Ridge Estates Phase 1 is generally consistent with the preliminary plan approved on April 24, 2000, by Resolution No. 00-110, and

WHEREAS, the final plat has been reviewed by the appropriate city departments and utilities, and

WHEREAS, the Community Development Department recommends approval of the final plat for a subdivision to be known as Oak Ridge Estates Phase 1, as shown on Attachment "A", subject to the following conditions:

1. Prior to executing the final plat, the developer shall enter into an agreement with the City to limit development in this subdivision to that which is consistent with the City's R-1/Single Family Residential District.
2. Prior to executing the final plat, all required public improvements shall be installed at developer's expense and accepted by the City, or the City shall be in receipt of a performance guarantee in an amount determined by the Public Works Department to be sufficient to finish all required public improvements not yet completed and/or certified and accepted by the Public Works Department. These required public improvements shall include installation of the turn-around between Lots 12 and 13, and placement of sidewalk in the street right-of-way from Parkwild Apartments property to the subdivision.
3. Prior to executing the final plat, all technical corrections required by the Community Development Department and/or Public Works Department shall be incorporated in the final plat document.
4. Prior to executing the final plat, the applicant shall provide the Community Development Department with a copy of the covenants applicable to the subdivision.
5. The developer shall provide the City with two sets of as-built construction drawings and a two-year maintenance bond, upon acceptance of all required improvements.
6. All fire hydrants shall be active and accessible prior to any framing activity in the subdivision.

- 7. The public right-of-way remaining Oak Park Road to the unimproved right-of-way on the south end shall be graded to allow access to emergency vehicles. A gate allowing fire and police access shall be installed across the subdivision's south property line.
- 8. Sidewalk shall be installed, at no expense to the City, along the street frontage of each lot prior to the issuance of a certificate of occupancy for each house.

NOW, THEREFORE, BE IT RESOLVED
 BY THE CITY COUNCIL
 OF THE
 CITY OF COUNCIL BLUFFS, IOWA:

That the final plat of a subdivision to be known as Oak Ridge Estates Phase 1 is hereby approved, subject to the conditions set forth above; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are authorized and directed to endorse the final plat.

ADOPTED
 AND November 21, 2000
 APPROVED


 THOMAS P. HANAFAN Mayor

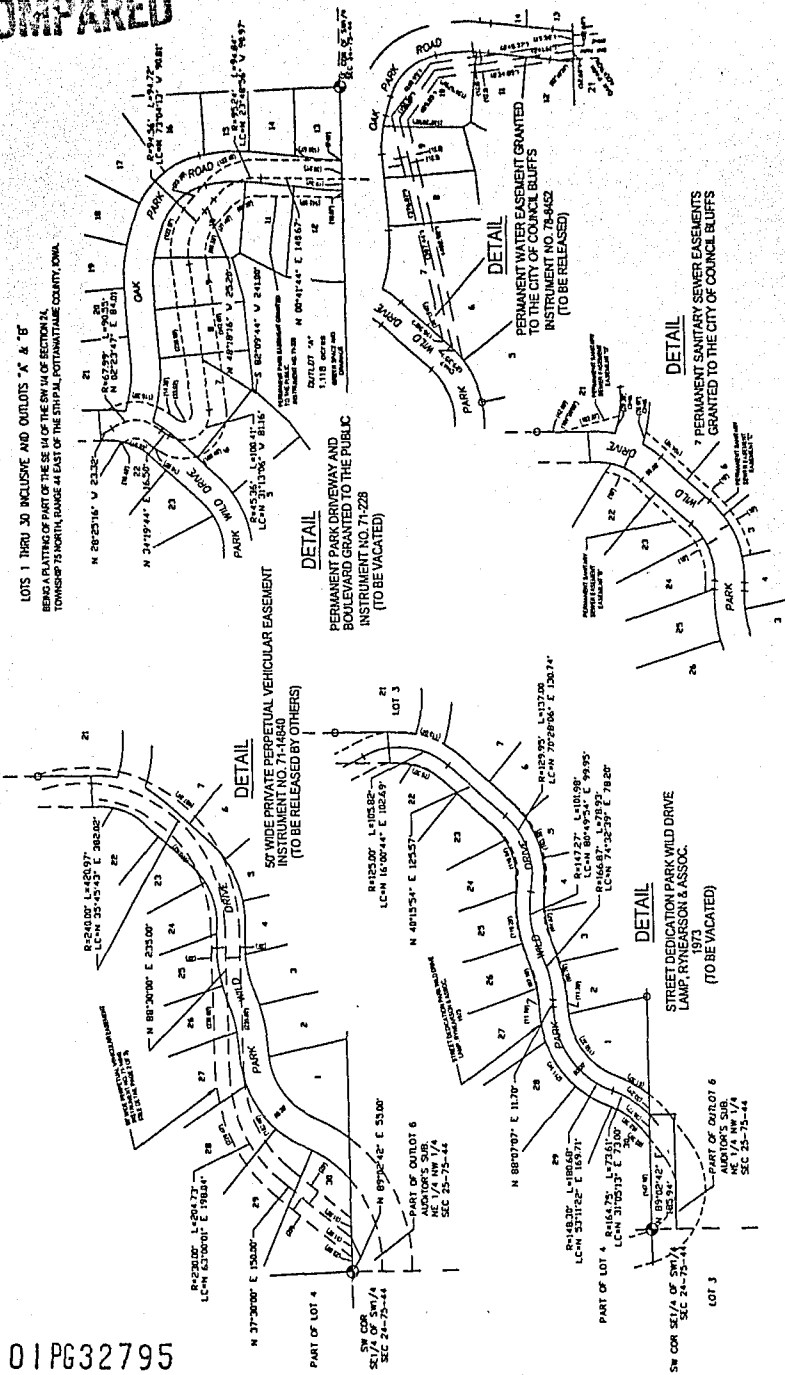
Attest: 
 OLGA RAMIREZ City Clerk

Planning Case No. SUB-00-015

COMPARED

OAK RIDGE ESTATES PHASE 1

LOTS 1 THRU 30 INCLUSIVE AND OUTLOTS "K" & "E"
 BEING A PART OF PART OF THE SW 1/4 OF THE SW 1/4 SEC 24, T4N, R10E, S11W,
 TOWNSHIP 4 NORTH, RANGE 41 EAST OF THE SERIAL POTTSWATER COUNTY, IOWA.



BK 101 PG 32795

E&A CONSULTING GROUP, INC.
 ENGINEERS • PLANNERS • SURVEYORS

108 SOUTH MAIN STREET, SUITE 100
 COUNCIL BLUFFS, IOWA 51501
 PHONE (515) 325-7777
 FACSIMILE (515) 325-7778
 FAX (515) 325-7779

OAK RIDGE ESTATES PHASE 1

COUNCIL BLUFFS, IOWA

FINAL PLAT

11/11/2000 09:52:29 AM L00

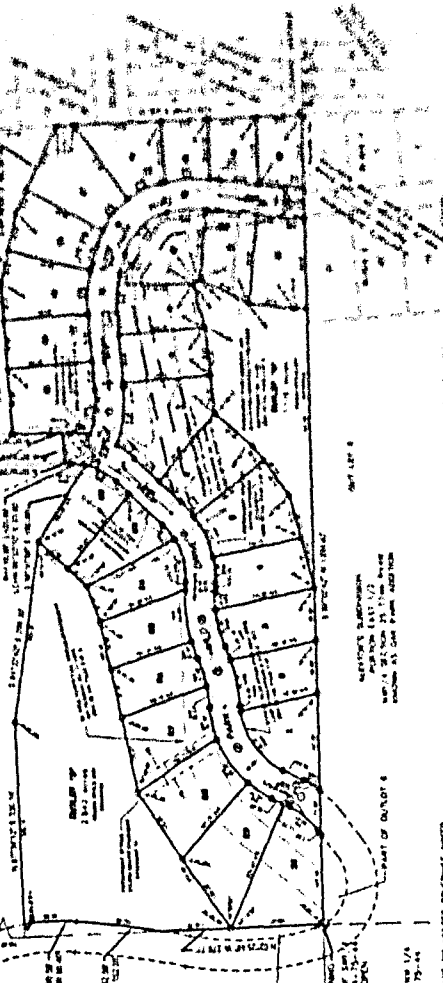
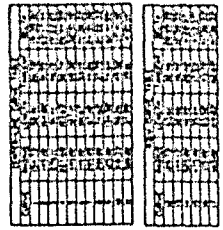
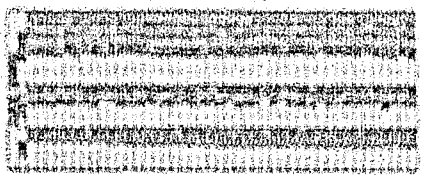
File No.	Revised	Date
20000212		
11/02/00	11/11/00	
Drawn By	MMR	
Checked By	LED	
Approved By		
Scale	AS SHOWN	

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RECORDED

OAK RIDGE ESTATES PHASE I

LOT 1, 2 AND 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



- 1. THIS PLAN IS A PART OF THE RECORD WITH REFERENCE TO PLATS
- 2. THE RECORD WITH REFERENCE TO PLATS
- 3. THIS PLAN IS A PART OF THE RECORD WITH REFERENCE TO PLATS
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- 10. THIS PLAN IS A PART OF THE RECORD WITH REFERENCE TO PLATS

BK 101 PG 32796

1. ALL LOTS ARE 50' UNLESS OTHERWISE NOTED
2. ALL LOTS LINES ARE MADE TO CORNER STREET UNLESS SHOWN AS (N.A.)
3. A PORTION OF LOT 1 IS SET AS RESERVED AS ONE OF THE SETBACKS FOR THE DEVELOPMENT OF THE PROJECT AND THE LOT LINES OF ALL LOTS ARE LOCATED AND FOR CITY UTILITIES AND MAINTENANCE AND FOR DRAINAGE CANALS, DRAINAGE AND EASEMENTS FOR THE DEVELOPMENT OF THE LOTS AS SHOWN HEREIN
4. ALL DIMENSIONS AND LOCATIONS AND WILL BE RECORDED WITH THIS PLAN
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 6. ALL DIMENSIONS AND LOCATIONS AND WILL BE RECORDED WITH THIS PLAN

E.A. CONNOR, CIVIL ENGINEER, INC.
 ENGINEERS • SURVEYORS • ARCHITECTS

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OAK RIDGE ESTATES PHASE I
 COURTESY MAPS, INC.

FINAL PLAT

11/17/70 09:51:08 AM [100]

APPROVED	DATE
FILED	DATE
RECORDED	DATE
INDEXED	DATE
CHECKED BY	DATE
DATE	DATE

11/17/70 09:51:08 AM [100]

COMPARED

After recording, please return to:

Marvin P. Pylant
CROKER, HUCK, KASHER, DEWITT,
ANDERSON & GONDERINGER, P.C.
2120 South 72nd Street, Suite 1250
Omaha, NE 68124

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK RIDGE ESTATES,
POTTAWATTAMIE COUNTY, IOWA**

THIS DECLARATION is made on the date hereinafter set forth by Oakridge Estates, L.L.C. a Nebraska Limited Liability Company, hereinafter referred to as "Declarant", and those other signatories hereto who join in this Declaration and all of the actions taken by the Declarant herein by their signatures below.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate hereinafter referred to as the "Properties" in the County of Pottawattamie, State of Iowa, described as follows:

Lots 1 through 30, inclusive, and Outlots A and B, Oak Ridge Estates, a subdivision as surveyed, platted and recorded in Pottawattamie County, Iowa; and

WHEREAS, Declarant is desirous of providing easements, restrictions, covenants and conditions for the use of the Properties for the purpose of protecting the value and desirability of said property.

NOW THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property above described and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof for a period of twenty-five (25) years from the date of filing this Declaration, at which time

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The Declaration shall be automatically amended for successive periods of one (1) year, unless terminated by written agreement of two-thirds (2/3) majority of the then owners of the Lots, said agreement to be executed and recorded in the manner provided by law for conveyance of real estate in the State of Nebraska. The Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or other arrangement or entity by the Declarant, or any person or shall terminate as the full and complete discharge for a period of seven (7) years from the date hereof. Any Amendment must be recorded. The terms and provisions of Articles II and III herein, dealing with the structure and activities of the Association, shall not become effective until recorded in writing by the Declarant or at the end of eight (8) years from the date hereof, whichever shall first occur.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Oak Ridge Estates Homeowners Association, its successors and assigns.

Section 2. "By-Laws" shall mean the By-Laws adopted by the Association as they may exist as amended from time to time.

Section 3. "Committee" shall mean and refer to an architectural control committee composed of three (3) or more representatives appointed by the Declarant or a majority of the owners, as provided in Article IV hereof.

Section 4. "Common Facilities" may include parks (public or otherwise); dedicated and non-dedicated roads, paths, ways and green areas; signs; the Outlots and entrances for the Properties.

Section 5. "Declarant" shall mean and refer to Oakridge Estates, L.L.C., a Nebraska Limited Liability Company, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Lot" shall mean and refer to any platted lot shown upon any recorded subdivision map of any part of the Properties with the exception of any park area and the Outlots, and includes any improvements now or hereafter appurtenant to that real estate.

Section 7. "Outlot" shall mean and refer to Outlots A and B, which shall be utilized and maintained for the general use and purposes of the Owners, their families and invitees, green areas, paths and sidewalks for ingress, egress and other normal or related activities.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 9. "Properties" shall mean and refer to Lots 1 through 30, inclusive, and Outlots A and B, of those lots described in the foregoing "WHEREAS" clause, and such additions thereto as may hereafter be made subject to these Declarations.

ARTICLE II.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment by the Association, as provided for in Article III hereof, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership of any Owner shall terminate upon conveyance of the interest of such person in a Lot to a new Owner.

Section 2. The Association shall have two classes of voting membership consisting of the following:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal eighty percent (80%) of the total votes outstanding for both classes of membership, or
- b. Ten (10) years after the date of filing of this Declaration, or
- c. The written direction of Declarant.

ARTICLE III.

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of an instrument of conveyance thereof, whether by deed, lease, land contract or otherwise, and whether or not it shall be so expressed in such instrument of conveyance, is deemed

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to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest from the due date at the rate of twelve percent (12%) per annum, and such reasonable late fees as shall be set by the Board of Directors from time to time, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and late fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the residential and recreational purposes, health, safety and welfare of the Owners and their respective licensees and invitees and for the improvement and maintenance of the Common Facilities. The annual assessments may be used, among other things, to pay the costs of operating and maintaining the Common Facilities; general public liability and hazard insurance, director's liability insurance, workman's compensation insurance, and other appropriate types of insurance; upkeep and maintenance of the park areas; landscaping and landscaping maintenance; wages; payroll taxes, license and permit fees; security; professional services; repairs; replacement; maintenance supplies; and such other items as may be determined by the Board of Directors for the promotion of the purposes of the Association.

Section 3. Determination of Amount of Annual Assessments and Time for Making Such Determination. At least fifty (50) days before the beginning of the Association's fiscal year, the Board of Directors shall adopt an annual budget by estimating the amount of money necessary to make payment of all estimated expenses growing out of or connected with those items described in Section 2 for the purpose of assessments. Within thirty (30) days after making the budget, the Board of Directors shall provide a summary of the budget to all Owners and shall set a date for the annual meeting of the members at which the ratification of the budget shall be considered and voted on. In the event the proposed budget is rejected at the annual meeting, the annual budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. Promptly upon ratification of the budget for the ensuing year, the Board of Directors shall determine the amount of the annual assessment to be levied against each Lot and shall give written notice to each Owner of the amount of the annual assessment. The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or release of Owners to pay the same. In determining the amount of the annual assessment to be paid by the Owners, consideration shall be given to all sources of income of the Association other than the annual assessments. As long as there is a Class B membership, the procedure for budgets, annual assessments and special assessments as described herein may be waived in the discretion of the Declarant, and, in that event, the Declarant shall determine the amount of any assessments to be levied against the Lots and shall make all decisions regarding the operation and maintenance of the common entrance and the Outlots.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair

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or replacement of a capital improvement upon the Common Facilities, including fixtures and personal property related thereto, or the amount by which the Board of Directors estimate that actual costs, expenses and liabilities of the Association, will exceed those budgeted for the fiscal year, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to all Lots at such time and in such amount as may be determined by the Board of Directors. Thereafter, the Board of Directors shall fix the amount of the annual assessment in the manner provided in Section 3 and the assessment year shall be deemed to begin on January 1 of one year and end on December 31 of the same year. Assessments may be collected on whatever basis is deemed to be reasonable by the Board of Directors, but in no event less often than annually. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment, or part thereof, not paid within ten (10) days after the due date shall also bear interest from the due date at the annual rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay any delinquent assessment, or may foreclose the lien against the Owner's Lot in the same manner as mortgages or other liens against real property are enforceable in the State of Nebraska at the time such lien arises. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Owner's Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect this assessment. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV.

ARCHITECTURAL CONTROL

Section 1. No dwelling; building; fence, other than fences constructed by Declarant; wall; pathway; driveway; patio; patio cover or enclosure; deck; rock garden; treehouse; swimming pool; tennis court; dog house; flag pole; solar heating or cooling collecting panels, device or equipment; tool shed; or other external improvement, above or below the surface of the ground (herein all

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improvement is or any "improvement" which be constructed, erected, placed, planted, removed or changed in any manner including color or structure maintained or permitted to remain on any Lot, and shall not grading, excavation, or any other work be commenced without a permit issued pursuant to the Declaration. Any dog runs shall be fully enclosed with fence on the rear yard only and with front screen approval of the Declarant.

Section 2. The Declarant shall consider general appearance, exterior colors or colors, architectural character, harmony of exterior design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain materials used will be acceptable. In this regard, Declarant intends that the Lots shall form a developed residential community with houses constructed of high quality materials consistent with this Declaration. The Declarant specifically reserves the right to deny permission to construct or place any of the Improvements which it determines will not conform to the general character, plan and outline for the development of the Lots.

Section 3. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the Improvement may be required of the applicant at the discretion of the Declarant. Each applicant shall submit to the Declarant the following documents, materials, designs and or plans (herein collectively referred to as the "Plans").

- a. Site plan indicating specific improvement and indicating Lot number, street address, grading, location of the structure proposed for the Lot, surface drainage and sidewalks.
- b. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fire place sections, exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials, exterior color or colors and landscaping plans.
- c. Concurrent with submission of the plans, Owner shall notify the Declarant of the Owner's mailing address.

Section 4. Written notice of any approval of a proposed Improvement shall be mailed to the owner at the address specified by the owner upon submission of the plans or hand delivered. Such notice shall be mailed or delivered within thirty (30) days after the date of submission of the plans. If written notice of approval is not mailed or delivered within such period, the proposed Improvement shall be deemed refused by the Declarant.

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ARTICLE V

GENERAL RESTRICTIONS

Section 1. Residential Purpose Only. Each Lot shall be used exclusively for single-family residential purposes, except for such Lots or parts thereof as may hereafter be conveyed or indicated by Declaration, or its amendments or assigns, for and in connection with a Common Facility, or in a school, school park, or for other such public use. Provided, however, this prohibition shall not apply:

- a. To any building or structure that is to be used exclusively by a public utility company in connection with the furnishing of public utility services to the Property, or
- b. To any portion of a building used by Declarant, its licensees or assigns, for a manager's office or a sales office.

Section 2. Fences, Etc. No fence shall be erected or permitted to remain in front of the minimum building setback line applicable to any Lot on the Properties. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front building line. No fences or walls shall exceed a height of six (6) feet. A particular type of fence may be specified as standard for the Properties by Declarant, but, in any event, any fence and the location thereof must still be approved by the Declarant as provided in Article IV. All produce or vegetable gardens shall be maintained only in rear yards. No external television or radio antenna shall hereafter be erected on or about any of the building sites or Lots within the Properties. A satellite receiving dish not exceeding eighteen (18) inches in diameter may be allowed if the appearance and location are approved by the Declarant as provided in Article V. No clothesline or clothes hangers may be constructed or used unless completely concealed within enclosed patio areas. No swimming pool shall be permitted which extends more than one (1) foot above ground level. No storage shed or playhouse of any kind shall be permitted on any Lot.

Section 3. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Provided, however, nothing contained herein shall restrict Declarant or its assigns from locating, constructing or moving a temporary real estate and/or construction office on any building site in the Properties to be used during the period of construction on and sale of the Lots within the Properties. Declarant or its assigns may also erect and maintain model homes for sales purposes, and rental and lease purposes, and may operate such office or offices therein for so long as it deems necessary for the purpose of selling, renting or leasing the Properties.

Section 4. Livestock and Poultry Prohibited. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot except that a doghouse shall be permitted provided the construction plans and specifications and the location of the proposed structure have first been approved in writing by the Declarant or the

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Committee. They and any signs shall be placed to the rear of the building, disconnected from public view. The annual assessment board is granted the right to erect signs on any Lot, except the no more than two signs, with no other limitations just mentioned within the buildings may be kept, provided that they are not large, loud or annoying for any commercial purposes.

Section 1. Billboards and Notices Prohibited. No sign, picture, banner, poster or other object of any kind shall be erected, placed, displayed to the public view, or permitted to remain on any Lot except one (1) sign per Lot consisting of not more than six (6) square feet advertising a lot in "For Sale", nor shall the premises be used in any way for any purpose which may detract the health or amenability through the sound or contents of any Lot or any resident thereof. Further, no business activities of any kind whatsoever shall be conducted on any Lot. Provided, however, the foregoing paragraph shall not apply to the business activities, signs and billboards of the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

Section 6. Nuisance Activity. No noxious or offensive activity shall occur on the Properties, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any vacant building site, nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residence of any adjacent property.

Section 7. Trash Incinerators. No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the dwelling and not exposed to view from the outside of the dwelling. No garbage, trash can, container or fuel tank shall be permitted to remain outside of any dwelling, except for pick-up purposes. During the period of construction, however, there may be occasions when it will be necessary to use temporary propane tanks until gas has been installed in the subdivision, and the temporary installation of these propane tanks is specifically allowed. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except when in actual use unless completely screened from view from every street and from all other Lots in the Properties. No garbage, refuse, rubbish or cutting shall be deposited on any street, road or Lot.

Section 8. General Building Restrictions. All Lots within the Properties shall be used only for detached single family residences, and no more than one single family dwelling with garage attached shall be erected, altered, placed or permitted to remain on any one of said Lots. All telephone, electric power or other utility service from property line to the residences shall be underground. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling. No excavation dirt shall be spread across any Lot in such a fashion as to materially change the contour or drainage of any Lot. No dwelling shall exceed two and one-half (2 1/2) stories in height excluding the basement or walk-out level. All homes constructed on said Lots must have at least two-car garages. All exposed foundations of each improved Lot facing the public or private street (front) shall be faced with brick, stone or a comparable substance approved by Declarant, and all other foundations shall be painted to harmonize with the exterior of the building. Except as otherwise allowed by Declarant or the

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Continued, the minimum floor area for each dwelling, a balance of porches, breezeways, carports and garages, shall be:

- a) A one story structure shall have not less than 1,400 square feet.
- b) A two story structure shall have not less than 2,000 square feet, and
- c) A one and one-half story structure shall have not less than 1,700 square feet.

Section 9. Maintenance of Vegetation and Equipment Any exterior air conditioning condenser unit shall be placed in the rear yard or any side yards. No grass, weeds or other vegetation will be grown or otherwise permitted to commence in existence, and no dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Vacant Lots shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lots shall be allowed to reach a height in excess of twenty-four (24) inches.

Section 10. Vehicles, Trailers and Equipment. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractors, trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this Section 10 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction.

Section 11. Tree Maintenance. The Association is granted an easement over a fifteen (15) foot strip of property along that portion of each lot which adjoins either public streets or the Outlots for the purpose of maintaining, moving, replacing, removing, trimming, servicing, feeding and otherwise dealing with any trees which have been planted or are growing within the described easement area. Any trees within such area will be the property of the owner of the subject Lot, but the Association will have the continuing and absolute right to work and deal with said trees as described above. No owner or designee of any owner shall take any action with respect to any of the trees in the described easement area without the prior written consent of the Association. The Association will use its best effort not to unduly interfere with any Lot in the exercise of its rights under this easement and will return any damaged or disturbed area to the same condition as existed before the subject activity.

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ARTICLE VI.

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by Declarant. Any amendment must be recorded.

Section 4. Conveyance of Outlots. The Declarant will convey the Outlots to the Association at such time as the Class B membership in the Association shall cease, or at such earlier time as the Declarant may determine, in its sole discretion. Easements shall be granted by the Declarant over the Outlots to accommodate sanitary and storm sewers and other public utilities to serve the Properties.

Section 5. Rules and Regulations. The Board of Directors shall have the right to promulgate rules and regulations for the use of the Common Facilities which may be enforced in the manner provided in the By-Laws; provided, however, that no such rule or regulation shall be effective unless and until it has been approved at a meeting of the members.

Section 6. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of the Owners. Upon dissolution, other than incident to a merger or consolidation, and after payment of any obligations of the Association, the assets of the Association shall be dedicated to an appropriate public agency or other nonprofit corporation for use for purposes similar to those for which this association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association or trust to be devoted to such similar purpose.

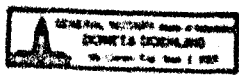
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IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 5th day of January, 2001.

DECLARANT:
OAKRIDGE ESTATES, L.L.C.,
A Nebraska Limited Liability Company
By: First Management, Inc., Manager

By: *Richard H. ...*
For: *President*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

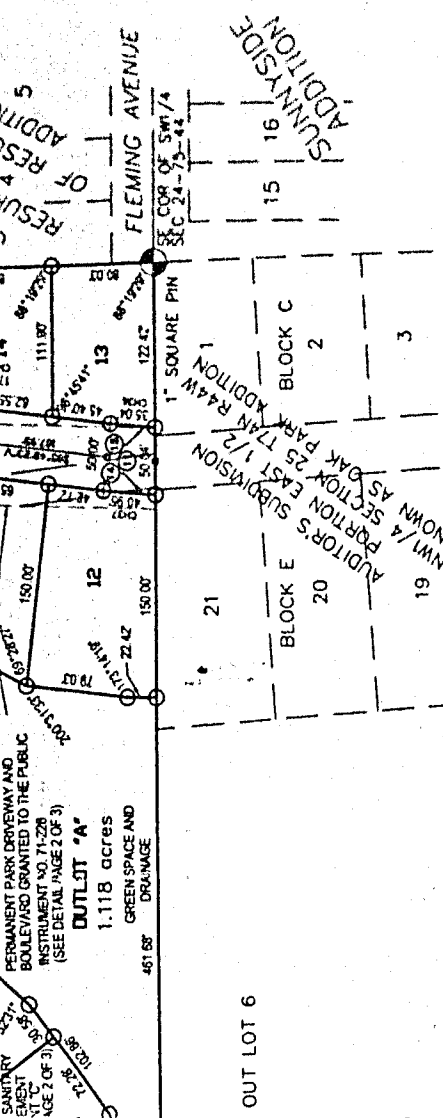


The foregoing instrument was acknowledged before me this 5th day of December, 2000, by *Richard H. ...* of First Management, Inc., Manager of Oakridge Estates, L.L.C., a Nebraska Limited Liability Company, on behalf of the Company

Richard H. ...
Notary Public

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C196	196.00	196.00
C197	197.00	197.00
C198	198.00	198.00
C199	199.00	199.00
C200	200.00	200.00



886, IN BOOK 87 AT PAGE 16034,
 THE WAY IN FAVOR OF THE CITY OF
 NORTHWESTERN BELL TELEPHONE COMPANY,
 AND PEOPLES NATURAL GAS FOR THE
 LOTS VACATED IN LOTS 1-30, OAK RIDGE ESTATES.

- PINS FOUND, 5/8" X 30" REBAR WITH ALUMINUM CAP #13373
 (UNLESS OTHERWISE NOTED)
- PINS SET, 5/8" X 30" REBAR WITH ALUMINUM CAP #13373
- ⊠ PINS SET, 5/8" STEEL PLUG
- (P) PLAT DIMENSION
- (S) SURVEY DIMENSION
- (R) RECORDED
- ⊕ SECTION CORNER FOUND

CH(x) CURVE CHORD DATA (SEE TABLE)

OAK RIDGE ESTATES PHASE 1



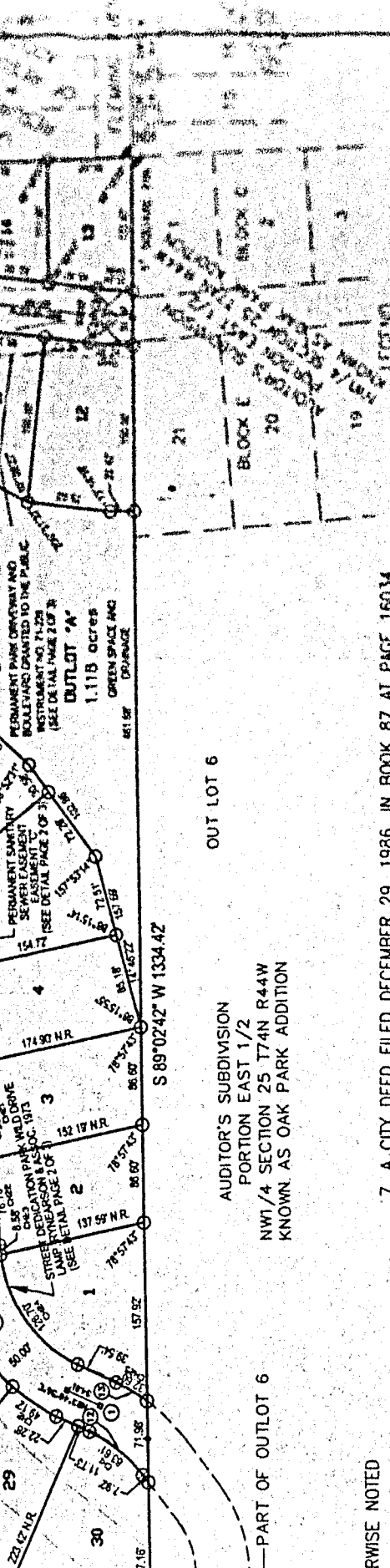
E&A CONSULTING GROUP, INC.
 ENGINEERS • PLANNERS • SURVEYORS

12001 O STREET
 COUNCIL BLUFFS, IOWA
 PHONE: (402) 866-4700
 FAX: (402) 866-3599

THE SOUTH 20TH STREET E. BLOCK 2
 LINDSEY ST. ADDITION
 PROJECT #2001-001-001
 PLAN SHEET 022-017-10

COMPARED 8X101932800

022-017-10



7. A CITY DEED FILED DECEMBER 29, 1986, IN BOOK 87 AT PAGE 16034, RESERVES ANY EXISTING EASEMENT OF WAY IN FAVOR OF THE CITY OF COUNCIL BLUFFS, LIMITED TO THE NORTHWESTERN BELL TELEPHONE COMPANY, IOWA POWER AND LIGHT COMPANY, AND PEOPLES NATURAL GAS FOR THE MAINTENANCE OF UTILITIES, TO BE VACATED IN LOTS 1-30, OAK RIDGE ESTATES.

UNLESS OTHERWISE NOTED, 10 FEET IN WIDTH IS RESERVED ALONG THE SIDELINES OF LOTS; AND 10 FEET IN WIDTH ALONG THE FRONT AND REAR LINES OF ALL LOTS; SAID EASEMENTS ARE FOR UTILITY INSTALLATION AND MAINTENANCE AND FOR DRAINAGE. SAID DRAINAGE AREAS AND ANY INCLUDED DRAINAGE SYSTEMS ARE PRIVATE AND TO BE INSTALLED AND MAINTAINED BY THE OWNERS OF THE LOTS ADJOINING THEM. RESTRICTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS HAVE BEEN PREPARED FOR THIS DEVELOPMENT AND WILL BE RECORDED WITH THE FINAL PLAT. DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE THE LOCATION OF EASEMENTS.

UNLESS OTHERWISE NOTED, CURVED STREETS UNLESS OTHERWISE NOTED.

- PMS 10/20, 1/6 x 1/2 (UNLESS OTHERWISE NOTED)
- PMS SET, 3/8 x 1/2
- ⊙ PMS SET, 3/8 x 1/2
- (P) PLAT DIMENSION
- (S) SURVEY DIMENSION
- (R) RECORDED
- ⊕ SECTION CORNER FOUND
- (X) CURVE CHORD DATA (SEE TABLE)

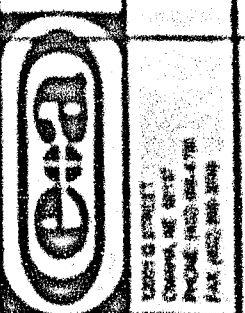
2000032.01	Revisors	date
11/01/2000		
MAW		

FINAL PLAT

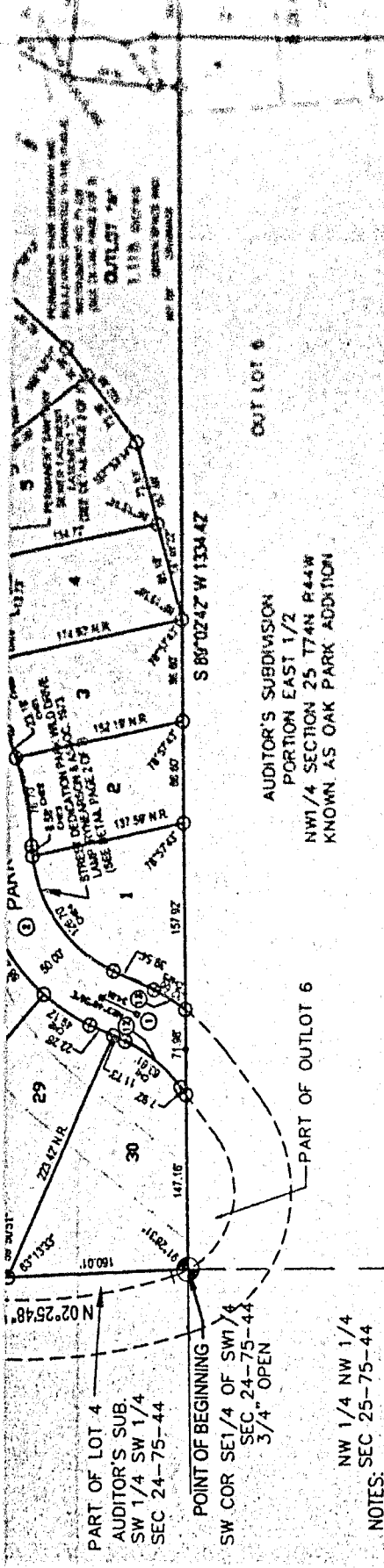
OAK RIDGE ESTATES PHASE 1

COUNCIL BLUFFS, IOWA

BY 101 DE 32809



COUNCIL BLUFFS, IOWA



PART OF LOT 4
AUDITOR'S SUB.
SW 1/4 SW 1/4
SEC 24-75-44

POINT OF BEGINNING
SW COR SE 1/4 OF SW 1/4
SEC 24-75-44
3/4" OPEN

NW 1/4 NW 1/4
SEC 25-75-44

AUDITOR'S SUBDIVISION
PORTION EAST 1/2
NW 1/4 SECTION 25 T74N R44W
KNOWN AS OAK PARK ADDITION

OUTLOT 6

S 89°02'42" W 1334.42'

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (N.R.).
4. A PERPETUAL EASEMENT 5 FEET IN WIDTH IS RESERVED ALONG THE SIDE LOT LINES OF LOTS; AND 10 FEET IN WIDTH ALONG THE FRONT AND REAR LOT LINES OF ALL LOTS; SAID EASEMENTS ARE FOR UTILITY INSTALLATION AND MAINTENANCE AND FOR DRAINAGE. SAID DRAINAGE AREAS AND ANY INCLUDED DRAINAGE SYSTEMS ARE PRIVATE AND TO BE INSTALLED AND MAINTAINED BY THE OWNERS OF THE LOTS, ADJOINING THEM.
5. PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS HAVE BEEN PREPARED FOR THIS DEVELOPMENT AND WILL BE RECORDED WITH THE FINAL PLAT.
6. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.

7. A CITY DEED FILED DECEMBER 29, 1986, IN BOOK 87 AT PAGE 1603A RESERVES ANY EXISTING EASEMENT OF WAY IN FAVOR OF THE CITY OF COUNCIL BLUFFS, LIMITED TO THE NORTHWESTERN BELL TELEPHONE COMPANY, IOWA POWER AND LIGHT COMPANY, AND PEOPLES NATURAL GAS FOR THE MAINTENANCE OF UTILITIES, TO BE VACATED IN LOTS 1-31, OAK RIDGE ESTATE.

Proj No:	2000032.01
Date:	11/01/2000
Designed By:	MAW
Drawn By:	LDO
Checked By:	
Scale:	1" = 100'

Revisions	Date
(1)	

FINAL PLAT

OAK RIDGE ESTATES PHASE 1

COUNCIL BLUFFS, IOWA

11/01/2000

Sheet 1 of 3
P:\2000\2000\032\01\GEO\PLAT\PLAT FRASE 1.dwg 11/07/00 09:52 AM LDO

COMPARED

COMPARED

EX 101632810

OAK

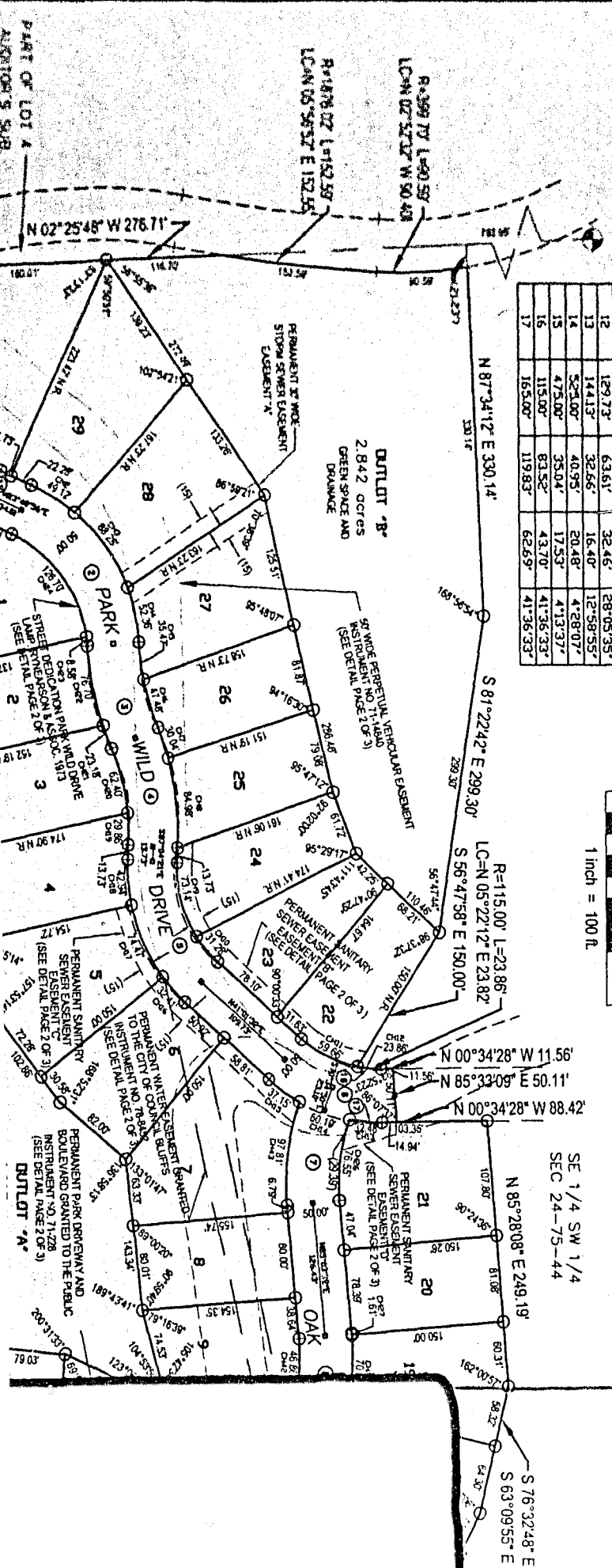
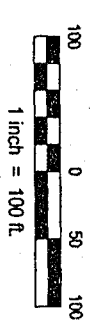
LOTS 1 THRU 30 INCLUSIVE
 BEING A PLATTING OF PART OF THE
 TOWNSHIP 75 NORTH, RANGE 44 EAST

CENTER-LINE CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	194.73'	52.91'	26.72'	19°35'31"
2	149.16'	164.80'	91.95'	63°17'44"
3	270.11'	91.41'	46.15'	19°23'25"
4	227.68'	103.65'	52.74'	26°04'59"
5	140.00'	127.11'	68.32'	52°01'18"
6	140.00'	101.67'	53.19'	41°36'33"
7	205.05'	97.18'	44.28'	24°21'38"
8	200.00'	74.62'	37.75'	21°22'33"
9	125.00'	134.58'	74.64'	61°41'09"
10	318.33'	98.26'	49.52'	17°41'10"
11	500.00'	37.99'	19.01'	4°21'14"

R.O.V. CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
12	129.73'	63.61'	32.46'	28°05'35"
13	144.13'	32.46'	16.40'	12°58'55"
14	525.00'	40.95'	20.48'	4°28'07"
15	475.00'	35.04'	17.53'	4°13'37"
16	115.00'	83.52'	43.70'	41°36'33"
17	165.00'	119.83'	62.69'	41°36'33"



NW COR SEC 1/4 OF SW 1/4
 SEC 24-75-44
 3/4" OPEN

SE 1/4 SW 1/4
 SEC 24-75-44

N 85°28'08" E 249.19'
 S 76°32'48" E
 S 63°09'55" E

R=115.00' L=23.86'
 LC=N 05°22'12" E 23.82'
 S 56°47'58" E 150.00'

N 87°34'12" E 330.14'

OUTLOT "B"
 2.842 ACRES
 GREEN SPACE AND
 DRAINAGE

PERMANENT WATER EASEMENT
 STORM SEWER EASEMENT
 EASEMENT "A"

PERMANENT SANITARY
 SEWER EASEMENT
 EASEMENT "C"
 (SEE DETAIL PAGE 2 OF 3)

PERMANENT WATER EASEMENT
 EASEMENT "B"
 (SEE DETAIL PAGE 2 OF 3)

PERMANENT PARK DRIVEWAY AND
 BOLDED GRANTED TO THE PUBLIC
 INSTRUMENT NO. 214228
 (SEE DETAIL PAGE 2 OF 3)

PERMANENT SANITARY
 SEWER EASEMENT
 EASEMENT "D"
 (SEE DETAIL PAGE 2 OF 3)

PART OF LOT 4
 ADJACENT'S SUB

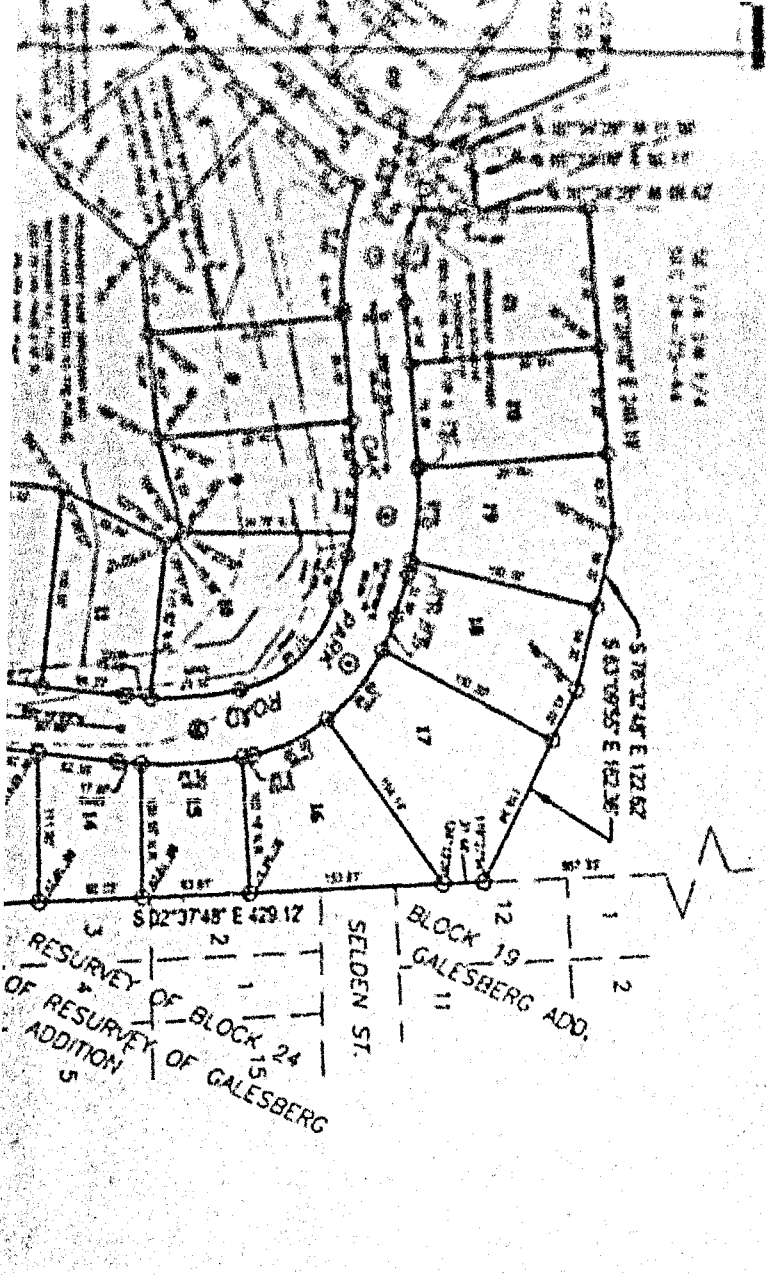
BK 101 PG 3282

COMPARED

OAK RIDGE ESTATES PHASE 1

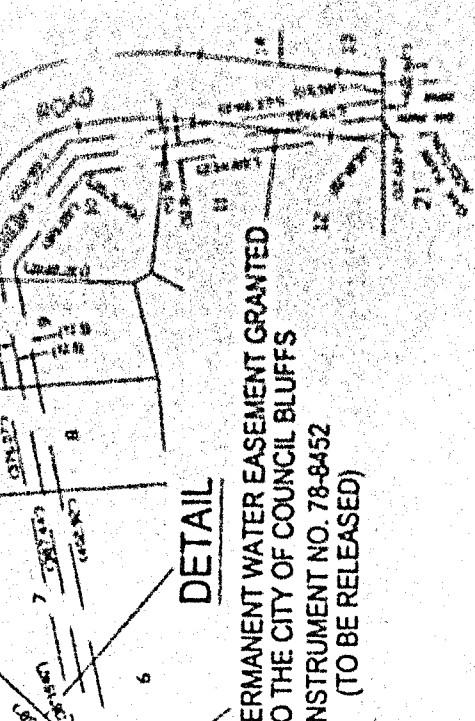
LOTS 1 THRU 30 INCLUSIVE AND OUTLOTS "A" & "B"
 BEING A PLATTING OF PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 24,
 TOWNSHIP 75 NORTH RANGE 44 EAST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA

NE COR SE 1/4 OF SW 1/4
 SEC 24--75--44
 CAP # 8639



CURVE CHORDS

LINE	CURVE LENGTH	BEARING
CH1	62.97	N37°51'44"E
CH2	48.95	N31°53'38"E
CH3	87.34	N54°29'29"E
CH4	52.17	N77°37'22"E
CH5	35.44	N82°05'21"E
CH6	47.41	N72°23'38"E
CH7	30.02	N70°15'03"E
CH8	84.58	N83°17'32"E
CH9	71.91	N74°42'28"E
CH10	31.18	N48°41'49"E
CH11	58.99	N26°10'28"E
CH12	23.82	N02°22'12"E
CH13	32.43	S05°03'54"E
CH14	50.00	S19°25'08"E
CH15	37.08	S34°35'02"E
CH16	32.30	S46°32'30"E
CH17	73.84	S65°05'20"E
CH18	42.81	S85°28'22"E
CH19	29.83	S88°42'24"E
CH20	62.16	S75°39'55"E
CH21	23.17	S69°05'41"E
CH22	76.48	S78°47'23"E
CH23	8.58	S84°15'20"E
CH24	121.28	S53°02'45"E
CH25	32.59	S30°18'24"E
CH26	75.98	S82°45'39"E
CH27	1.61	N85°15'50"E
CH28	70.33	S85°32'20"E
CH29	11.71	S75°03'22"E
CH30	27.19	S68°21'55"E
CH31	68.28	S50°00'36"E
CH32	64.87	S24°22'02"E
CH33	8.58	S11°09'45"E
CH34	79.26	S03°49'08"E
CH35	17.96	S04°18'31"E



PERMANENT WATER EASEMENT GRANTED TO THE CITY OF COUNCIL BLUFFS INSTRUMENT NO. 78-8452 (TO BE RELEASED)

DETAIL

PERMANENT SANITARY SEWER EASEMENTS GRANTED TO THE CITY OF COUNCIL BLUFFS

R=129.95' L=137.00
LC=N 70°28'05" E 130.74'

8' 99.95'
8.20'

PERMANENT SANITARY SEWER EASEMENT 'B'

PERMANENT SANITARY SEWER EASEMENT 'D'

PERMANENT SANITARY SEWER EASEMENT 'C'

PERMANENT SANITARY SEWER EASEMENT 'A'

E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS



12001 Q STREET
OMAHA, NE 68137
PHONE: (402) 895-4700
FAX: (402) 895-3599

7130 SOUTH 26TH STREET, SUITE 200
LINCOLN, NE 68504-2841
PHONE: (402) 426-7777
FAX: (402) 426-7778

OAK RIDGE ESTATES PHASE 1

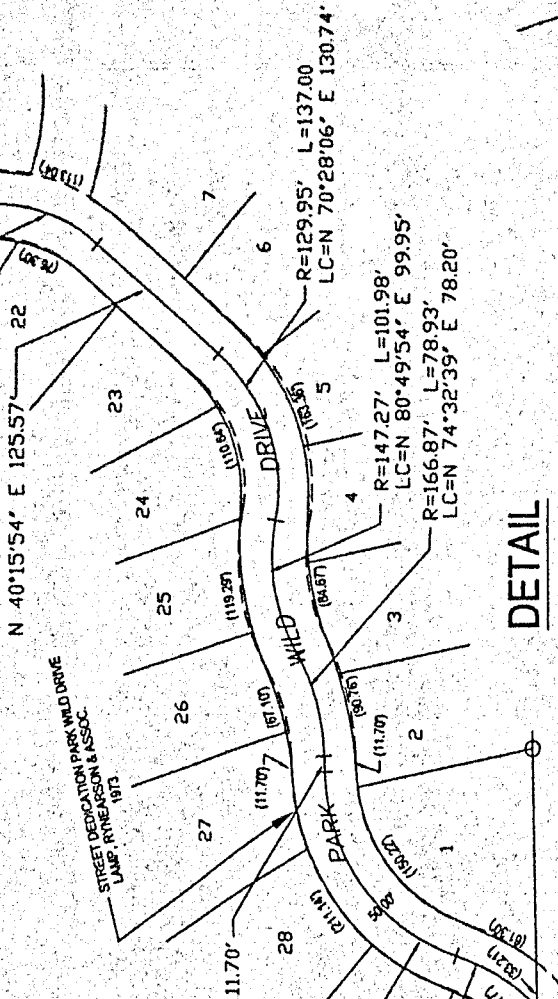
COUNCIL BLUFFS, IOWA

EK 101 PG 32814

EK 101 PG 32813

COMPARE

OUTLOT 6
S SUB.
NW 1/4
5-44



DETAIL

STREET DEDICATION PARK WILD DRIVE
 LAMP, RYNEARSON & ASSOC.
 1973
 (TO BE VACATED)

PART OF OUTLOT 6
 AUDITOR'S SUB.
 NE 1/4 NW 1/4
 SEC 25-75-44

DETAIL
 PERMANENT SANITARY
 GRANTED TO THE CITY

OAK RIDGE ESTATES PHASE 1

COUNCIL BLUFFS, IOWA



13201 O STREET
 COUNCIL BLUFFS, IA 52521
 PHONE: (641) 362-4700
 FAX: (641) 362-4098

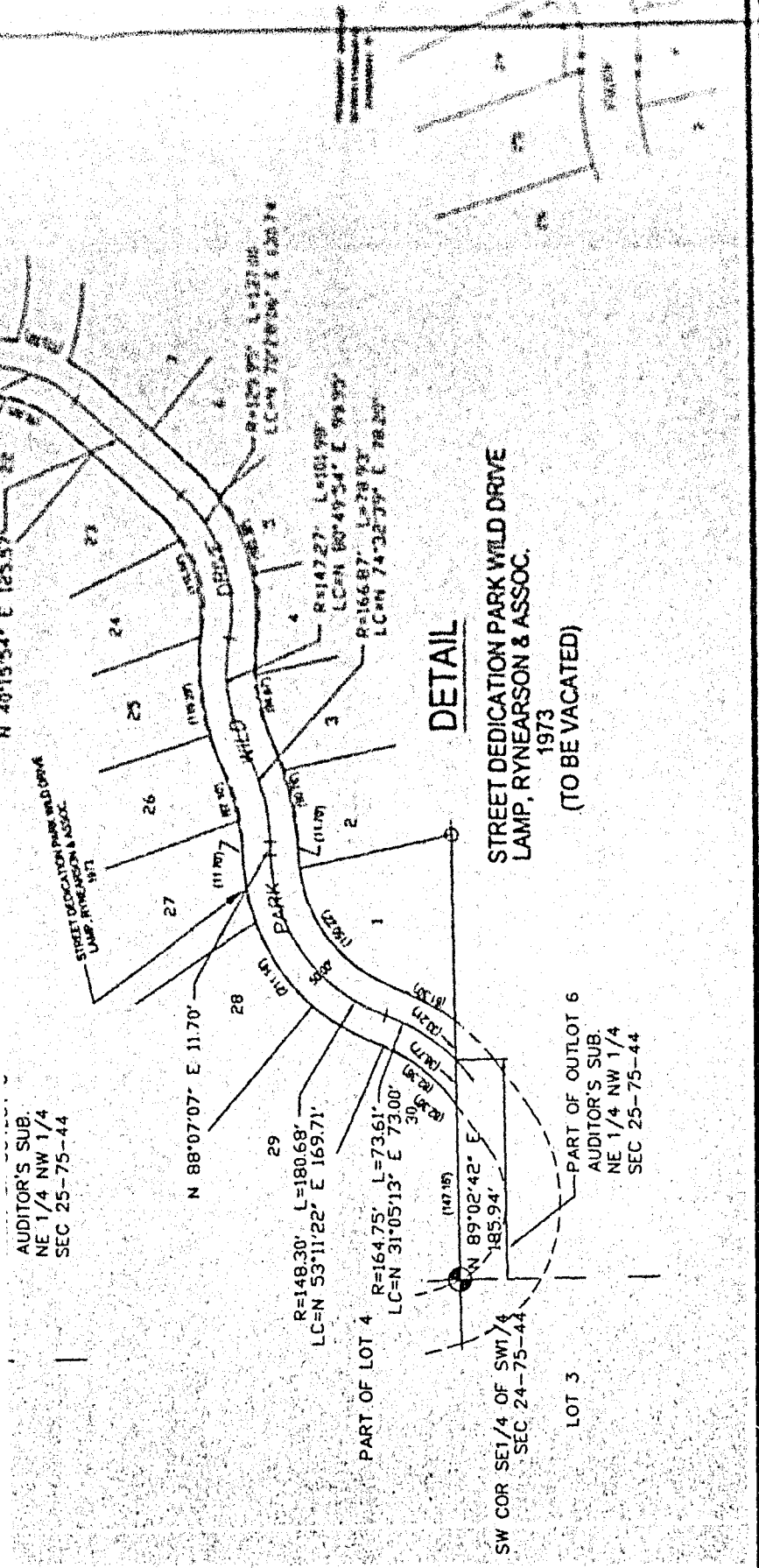
FINAL PLAT

32815

BK 101 PG 32814

COMPARED

0011



Proj No:	2000032.01
Date:	11/01/2000
Designed By:	MAW
Drawn By:	LDD
Checked By:	
Scale:	1" = 100'
Sheet	2 of 3

Revisions	Date
(No)	

FINAL PLAT

OAK RIDGE ESTATES PHASE

COUNCIL BLUFFS IOWA

COMPARED BK 101 PG 32815

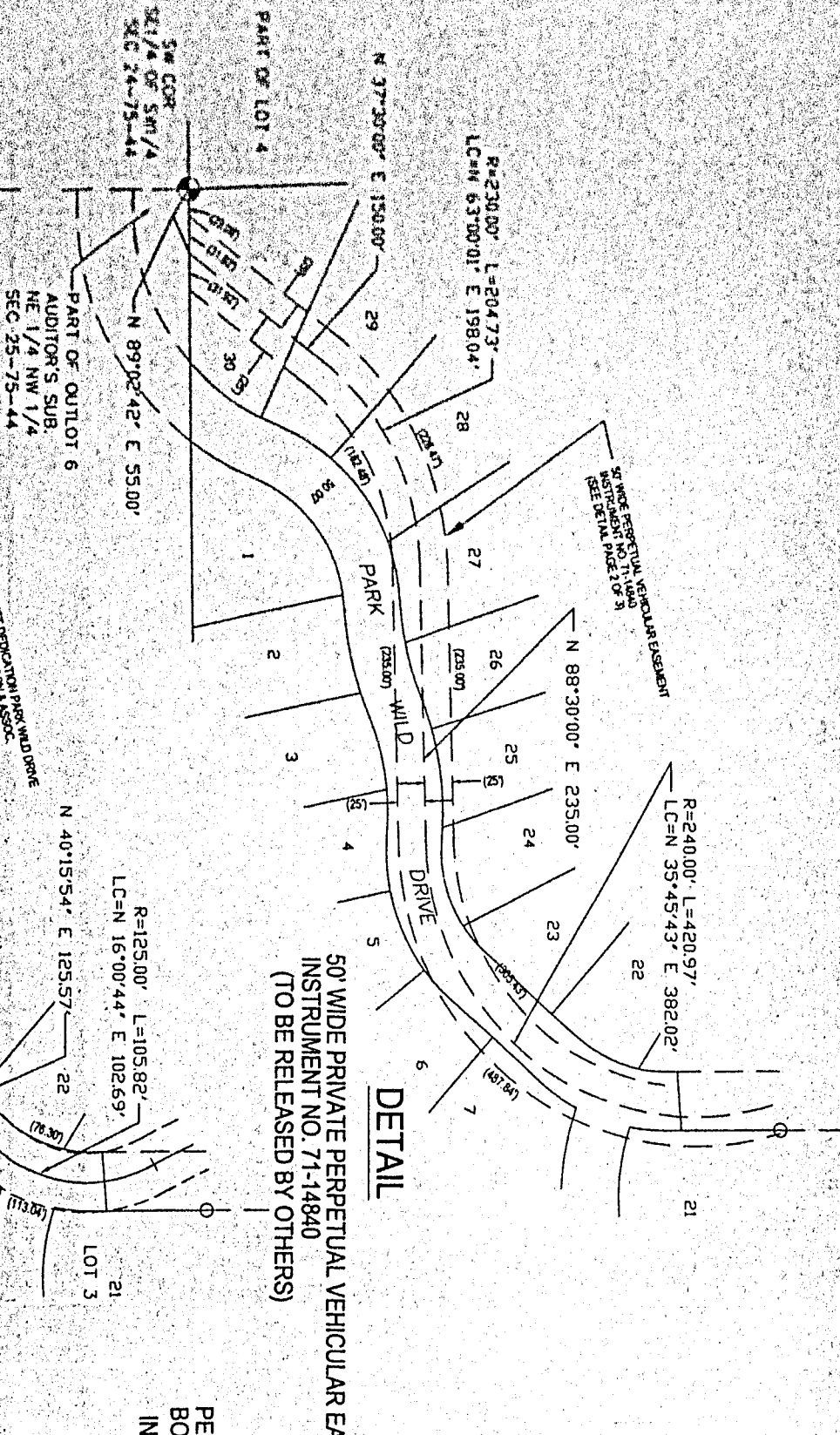
COMPARED BK 101 PG 32814

LOTS BEING A TOWNS

50' WIDE PRIVATE PERPETUAL VEHICULAR EASEMENT INSTRUMENT NO. 71-14840 (TO BE RELEASED BY OTHERS)

DETAIL

PERMAN BOULEV INSTRU (TO



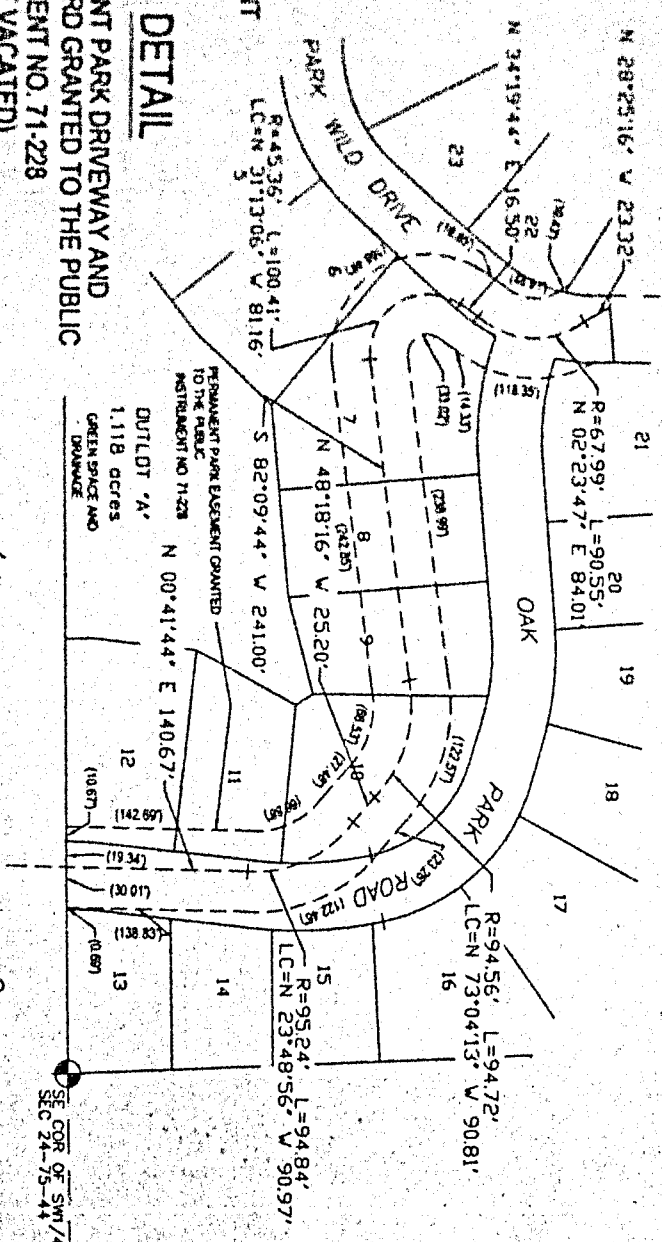
L18239101KB
COMPARED

OAK RIDGE ESTATES PHASE 1

LOTS 1 THRU 30 INCLUSIVE AND OUTLOTS 'A' & 'B'
BEING A PLATTING OF PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 24,
TOWNSHIP 75 NORTH, RANGE 44 EAST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA

PERMANENT PARK DRIVEWAY AND
BOULEVARD GRANTED TO THE PUBLIC
INSTRUMENT NO. 71-228
(TO BE VACATED)

DETAIL



DETAIL

PERMANENT PERPETUAL VEHICULAR EASEMENT
INSTRUMENT NO. 71-11440
(TO BE VACATED BY OTHERS)

SEC. COR. OF SW 1/4
SEC 24-75-44

Said tract of land contains an area of 663.848 square feet or 15.240 acres, more or less.

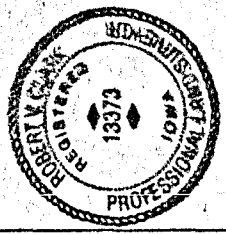
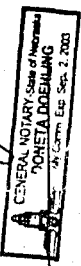
ACKNOWLEDGEMENT OF NOTARY
COUNTY OF POTTAWATTAMIE)

by

ON THIS 27 DAY OF Nov 2000, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAME TERRANCE D. HOGAN, CHAIRMAN, FIRST MANAGEMENT, INC. TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGES THE SAME TO BE HIS VOLUNTARY ACT AND DEED, AS SAID CHAIRMAN.

Doneta Doemling

NOTARY PUBLIC
MY COMMISSION EXPIRES



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 Registered Land Surveyor under the laws of the State of Iowa.

Signature: *Robert V. Clark* Date: 11-20-00
Robert V. Clark

License Number 13373
My License renewal date is December 31, 2000.
Pages or sheets covered by this seal: 3

COUNTY TREASURER'S CERTIFICATE.

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE, THIS 28 DAY OF January 2001.

Robert A. Miller
ROBERT A. MILLER, POTTAWATTAMIE COUNTY TREASURER

part of this platting in answer to a request by Oak Ridge Estates, L.L.C., the City of Council Bluffs, Iowa does hereby vacate all of its right, title and interest in part of the entire right-of-way of the roadway shown in the records of the Pottawattamie County, as a 50 foot wide dedication of Park Wild Drive as described in a Street Dedication filed by Lamp, Rynerson & Associates, Inc. 1973, adjoining Lots 1-7 and Lots 21-30, Oak Ridge Estates and also a Permanent Park Driveway and Boulevard, Instrument No. 71-228, encompassed within the boundaries of Oak Ridge Estates Phase 1.

OAK RIDGE ESTATES PHASE 1

COUNCIL BLUFFS, IOWA



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS

12001 Q STREET
OMAHA, NE 68137
PHONE: (402) 895-4700
FAX: (402) 895-5569

7130 SOUTH 26TH STREET SUITE 10
LINCOLN, NE 68504-8863
PHONE: (402) 439-7755
FAX: (402) 439-1778

BK101P632819

BK101P632818

COMPARED

any public, personally came Terrance D. Hogan, Chairman, First Management, Inc. to me personally instrument, and he acknowledges the same to be his voluntary act and deed, as said Chairman.

TERRANCE D. HOGAN, CHAIRMAN

DEPARTMENT APPROVED BY THE DEPARTMENT ON THIS

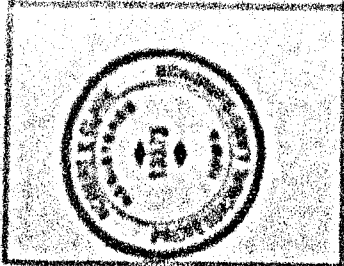
THIS APPROVED BY THE DAY OF NO 3

Terrance D. Hogan
[Signature]

Revisions _____ Date _____

ACKNOWLEDGEMENT OF NOTARY
COUNTY OF POTTAWATTAMIE, IOWA
ON THIS 27 DAY OF Nov, 2000, BEFORE ME THE UNDERSIGNED A
NOTARY PUBLIC, PERSONALLY CAME TERRANCE D. HOGAN, CHAIRMAN, FIRST
MANAGEMENT, INC. TO ME PERSONALLY KNOWN TO BE THE CEATICAL PERSON
WHOSE NAME IS AFFIXED TO THE FOREGOING INSTRUMENT, AND HE
ACKNOWLEDGES THE SAME TO BE HIS VOLUNTARY ACT AND DEED, AS SAID
CHAIRMAN.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____
[Signature]
COUNCIL BLUFFS, IOWA
DATE: Nov 1, 2000



VACATION

As part of this platting in answer to a request by Oak Ridge Estates, L.L.C., the City of Council Bluffs, Iowa, Iowa hereby vacate all of its right, title and interest in part of the entire right-of-way of the roadway shown in the records of the Pottawattamie County, as a 50 foot wide dedication of Park Way Drive as described in a Street Dedication filed by Lamp, Rynerson & Associates, Inc. 1973, adjoining Lots 1-7 and Lots 21-30, Oak Ridge Estates and also a Permanent Park Driveway and Boulevard, Instrument No. 71-228, encompassed within the boundary of Oak Ridge Estates Phase 1.

TERANCE D. HOGAN
NOTARY PUBLIC
COUNCIL BLUFFS, IOWA
[Signature]

OAK RIDGE ESTATES PHASE 1

COUNCIL BLUFFS, IOWA

FINAL PLAT



1300 O STREET
COUNCIL BLUFFS, IOWA
PHONE (562) 856-4370
FAX (562) 856-3399

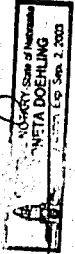
DATE: 11/03/2019

UNRECORDED

COMPAILED

County of Polk, Iowa, on this 27 day of Nov, 2000, before me the undersigned, a notary public, personally came Terrance D. Hogan, Chairman, First Management, Inc. to me personally known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledges the same to be his voluntary act and deed, as said Chairman.

Notary Public Wanda Hedberg



My Commission Expires _____

APPROVAL OF COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT
 THIS FINAL PLAT OF OAK RIDGE ESTATES PHASE 1, WAS APPROVED BY THE
 COUNCIL BLUFFS COMMUNITY DEVELOPMENT DAY OF DEPARTMENT ON THIS
 DAY OF Nov, 2000.

Donald Gross
 DONALD GROSS, DIRECTOR

APPROVAL OF COUNCIL BLUFFS CITY COUNCIL
 THIS FINAL PLAT OF OAK RIDGE ESTATES PHASE 1 WAS APPROVED BY THE
 COUNCIL BLUFFS CITY COUNCIL ON THIS 30 DAY OF NOV
 2000.

Thomas P. Hanafan
 THOMAS P. HANAFAN, MAYOR
 ATTEST: Olga Ramirez
 CITY CLERK
 OLGA RAMIREZ

Proj No: 2000032.01
 Date: 11/01/2000
 Designed By: MAW
 Drawn By: LDD
 Checked By:
 Scale: 1" = 100'
 Sheet 3 of 3

Revisions	Date
(N)	

FINAL PLAT

OAK RIDGE ESTATES PHASE 1
 COUNCIL BLUFFS, IOWA

COMPARED

BK 101PG32820

COMPARED

CA1U1PG32013

BY FIRST MANAGEMENT, INC. ATTORNEYS AT LAW

ACKNOWLEDGEMENT OF NOTARY
 COUNTY OF POLK, IOWA

ON THIS 27 DAY OF Nov, 2000, I, _____, a Notary Public, personally appeared _____, known to me to be the identical person whose name is affixed to the foregoing instrument, and he acknowledges the same to be his voluntary act and deed, as said Chairman.

NOTARY PUBLIC
 MY COMMISSION EXPIRES _____

VACATION

As part of the platting in answer to a request by Oak Ridge Estates, L.L.C. the City of Council Bluffs, Iowa hereby vacates all of its right, title and interest in part of the entire right-of-way at the remaining shown in the records of the Polk-Iowa County, as a 50 foot wide dedication of Park Drive Drive as illustrated in a plat Dedication filed by Laura Rymerson & Associates, Inc. 8/27, adjoining Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 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541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

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Dedication

Know all persons by these presents that Oak Ridge Estates, L.L.C., managed by First Management, Inc., hereafter known as Oak Ridge Estates, L.L.C. being the sole owner and proprietor of the land described in the surveyor's certificate and embraced within this plat, has caused said property to be subdivided into lots as shown said addition to be hereafter known as Oak Ridge Estates Phase 1, consisting of Lots 1 through 30, inclusive and Outlots 'A' & 'B'. Oak Ridge Estates, L.L.C. does hereby certify that the Plat is a subdivision of the property described therein, and that Oak Ridge Estates, L.L.C. is the sole and only owner and proprietor in fee simple of the above described property. This subdivision of the property as shown in the Plat is done with the consent and full knowledge of the proprietor and with the proprietors' desire that the property be subdivided and that the subdivision be known as Oak Ridge Estates Phase 1 Subdivision.

Oak Ridge Estates, L.L.C. does hereby ratify and approve the disposition of their property as shown on the plat.

Oak Ridge Estates, L.L.C. does hereby dedicate to the City of Council Bluffs, Iowa, for public use Park, Wild Drive, and Oak Park Road. Oak Ridge Estates, L.L.C. do hereby dedicate to the City of Council Bluffs, Iowa, the following permanent sanitary sewer and storm sewer and drainage way easements for the installation and maintenance of sewer conduits and appurtenances thereto and any drainage systems deemed necessary by the City of Council Bluffs, Iowa.

Storm Sewer Easements A and B and Sanitary Sewer Easements C and D are shown on Sheet Number 1. Said easements are subject to the following terms and conditions.

1. **ERECTOR OF STRUCTURES PROHIBITED:** Oak Ridge Estates, L.L.C. or its successors or assigns shall not erect any structure over or within the Easement Area without obtaining the prior written consent of the City Engineer.

2. **CHANGE OF GRADE PROHIBITED:** Oak Ridge Estates, L.L.C. or its successors or assigns shall not change the grade elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

3. **RIGHT OF ACCESS:** City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.

4. **REMOVAL and REPLACEMENT:** The cost of removal and replacement of any unauthorized improvement or structures within the Easement Area, necessitated by the exercise of the rights under this dedication, shall be borne by the Oak Ridge Estates, L.L.C. or its successors or assigns.

5. **SURFACE RESTORATION:** City's liability to restore the surface within the Easement Area shall be limited only to grading and seeding.

6. **DUTY TO REPAIR:** City agrees that any drain, tile, drive or access way, fence, or yard or other improvements outside of the Easement Area which may be damaged as a result of any entry made through an exercise of the City's right of access, shall be repaired at no expense to Oak Ridge Estates, L.L.C. or its successors or assigns.

7. **EASEMENT RUNS WITH LAND:** This easement shall be deemed to run with the land and shall be binding on Oak Ridge Estates, L.L.C. or its successors and assigns.

Oak Ridge Estates, L.L.C. does hereby set aside Outlots 'A' & 'B' for Green Space and drainage and is to be owned and maintained by Oak Ridge Estates, L.L.C. or its successors or assigns.

Oak Ridge Estates, L.L.C.

Terrance D. Hogan

By: First Management, Inc. Managing Member

Terrance D. Hogan, Chairman

Acknowledgment of Notary,
County of Pottawattamie

On this 27 day of Nov, 2000, before me the undersigned, a notary public, personally came Terrance D. Hogan, Chairman, First Management, Inc. to me personally known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledges the same to be his voluntary act and deed, as said Chairman.

OAK RIDGE

LOTS THROUGH INCLUSIVE

BEING A PLATTING OF PART OF THE S
TOWNSHIP 75 NORTH, RANGE 44 EAST

WE 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 COVENANTS IF ANY, WHICH WILL BE A PART OF THE SUBJECT DEVELOPMENT.

B. NOTARIZED CERTIFICATION OF OWNER THAT THE SUBDIVISION AS IT APPEARS HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER.

C. A NOTARIZED STATEMENT FROM THE MORTGAGEE OR LENDER, IF ANY, THAT THE PLAT IS PREPARED FREE CONSENT AND IN ACCORDANCE WITH THEIR

D. A NOTARIZED PARTIAL RELEASE FROM THE MORTGAGEE OR LENDER FOR ALL AREAS COMPLETED TO THE BODY OR DEDICATED TO THE PUBLIC.

E. CERTIFIED RESOLUTION OF EACH GOVERNING BODY APPROVING THE SUBDIVISION OR WAIVING THE

WE HEREBY CERTIFY THAT I WILL MEET ALL EQUITY AND FAIR MARKETING OBJECTIVES CONSISTENT WITH STATE AND LOCAL GUIDELINES.

OAK RIDGE ESTATES, L.L.C.

Terrance D. Hogan

BY: FIRST MANAGEMENT, INC. MANAGING MEMBER
TERRANCE D. HOGAN, CHAIRMAN

ACKNOWLEDGEMENT OF NOTARY
COUNTY OF POTTAWATTAMIE)
Brygden

2282C9D101NB
DEWANNOC

OAK RIDGE ESTATES PHASE 1

LOTS 1 THRU 30 INCLUSIVE AND OUTLOTS 'A' & 'B'
BEING A PLATTING OF PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 24,
TOWNSHIP 75 NORTH, RANGE 44 EAST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA.

THE HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE
ACCEPTED TO WITH THE POTTAWATTAMIE COUNTY REGISTERED
CONTRACTS/AGREEMENTS WITH THE PLAT OF THE FINAL PLAT.

A. ALL RESTRICTIONS AND/OR COVENANTS IF ANY,
WHICH WILL BE A PART OF THE SUBJECT DEVELOPMENT.

B. NOTARIZED CERTIFICATION OF OWNER THAT THE SUBDIVISION
AS IS BEING MADE IS WITH THE FREE CONSENT AND IN
ACCORDANCE WITH THE DESIRE OF THE OWNER.

C. A NOTARIZED STATEMENT FROM THE MORTGAGE HOLDER OR
LENDER/OWNER IF ANY THAT THE PLAT IS BEING MADE WITH THEIR
FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRE.

D. A NOTARIZED AFFIDAVIT RELEASE FROM THE MORTGAGE HOLDER
OR LENDER/OWNER FOR ALL AREAS CONNECTED TO THE GOVERNING
DEED OR INDICATED TO THE PUBLIC.

E. CERTIFY THE REGULATION OF EACH GOVERNING BODY
APPROVING THE SUBDIVISION OR MAKING THE REPORT TO REVIEW

THE MAPPING CERTIFY THAT IT WILL BEET ALL EQUAL OPPORTUNITY
AND I AM MAKING THIS CERTIFICATE CONSISTENT WITH FEDERAL,
STATE AND LOCAL ORDINANCES.

DAVID B. HARRIS, LLC

David B. Harris
BY THE SURVEYOR GENERAL OF POTTAWATTAMIE COUNTY

THOMAS J. HOGAN, CHAIRMAN

LEGAL DESCRIPTION

Being a platting of part of the SE 1/4 of the SW 1/4 of Section 24, Township 75 North, Range 44 West of the 5th P.M.,
Pottawattamie County, Iowa, more particularly described as follows:

Beginning at the Southwest corner of said SE 1/4 of the SW 1/4 of Section 24, said point also being the Southeast corner of part
of Lot 4, Auditor's Subdivision of the SW 1/4 of the SW 1/4 of said Section 24; thence N02°25'48"W (assumed bearing) along
the West line of said SE 1/4 of the SW 1/4 of Section 24, said line also being the East line of said Part of Lot 4, Auditor's
Subdivision of the SW 1/4 of the SW 1/4 of Section 24, a distance of 276.71 feet to a point on the Eastern right-of-way line of
Part Wild Drive; thence Northerly along said Eastern right-of-way line of Part Wild Drive on a curve to the left with a radius of
1876.02 feet, a distance of 152.55 feet, said curve having a long chord which bears N05°56'52"E, a distance of 152.55 feet;
thence Northerly along said Eastern right-of-way line of Part Wild Drive on a curve to the left with a radius of 399.70 feet, a
distance of 90.59 feet, said curve having a long chord which bears N02°52'32"W, a distance of 90.40 feet; thence N87°34'12"E,
a distance of 330.14 feet; thence S81°22'42"E, a distance of 299.30 feet; thence S56°47'56"E, a distance of 150.00 feet;
thence Northerly on a curve to the left with a radius of 115.00 feet, a distance of 23.66 feet, said curve having a long chord
which bears N05°22'12"E, a distance of 23.82 feet; thence N00°34'28"W, a distance of 10.54 feet to a point on the Western
right-of-way line of said Part Wild Drive; thence N04°23'12"E, a distance of 50.19 feet to a point on the Eastern right-of-way
line of said Part Wild Drive; thence N00°34'28"W, a distance of 88.42 feet; thence N85°28'08"E, a distance of 249.19 feet;
thence S78°32'48"E, a distance of 122.62 feet; thence S63°09'55"E, a distance of 162.36 feet to a point on the East line of said
SE 1/4 of the SW 1/4 of Section 24, said point also being on the West line of Block 19, Resurvey of Galesburg Addition, a
subdivision located in said SE 1/4 of Section 24; thence S02°37'48"E, along said East line of the SE 1/4 of the SW 1/4 of Section
24, said line also being said West line of Block 19, Resurvey of Galesburg Addition, and also the West right-of-way line Selden
Street, and also the West line of Auditor's Subdivision of the Resurvey of Block 24, of Resurvey of Galesburg Addition, a
subdivision located in said SE 1/4 of Section 24, and also the West right-of-way line of Fleming Avenue, a distance of 429.12
feet to the Southeast corner of said SE 1/4 of the SW 1/4 of Section 24, said point also being the Northeast corner of Lot 1,
Auditor's Subdivision portion East 1/2 of the NW 1/4 of Section 25, known as Oak Park Addition; thence S89°02'42"W along the
South line of said SE 1/4 of the SW 1/4 of Section 24, said line also being the North line of said Auditor's Subdivision portion East
1/2 of the NW 1/4 of Section 25, known as Oak Park Addition, and also the North line of Outlot 6, said Auditor's Subdivision of
the NE 1/4 of said NW 1/4 of Section 25, known as Oak Park Addition, a distance of 1334.42 feet to the point of beginning.

Said tract of land contains an area of 663,848 square feet or 15.240 acres, more or less.

I hereby certify that this land surveying document was