

# OAK RIDGE ESTATES PHASE III

INST # 20251  
 RECORDING FEE 170  
 AUDITOR FEE 5  
 RMA FEE 5

**COMPARED**

04 MAR 15 AM 9:34  
 JOHN SCIORTINO  
 RECORDER

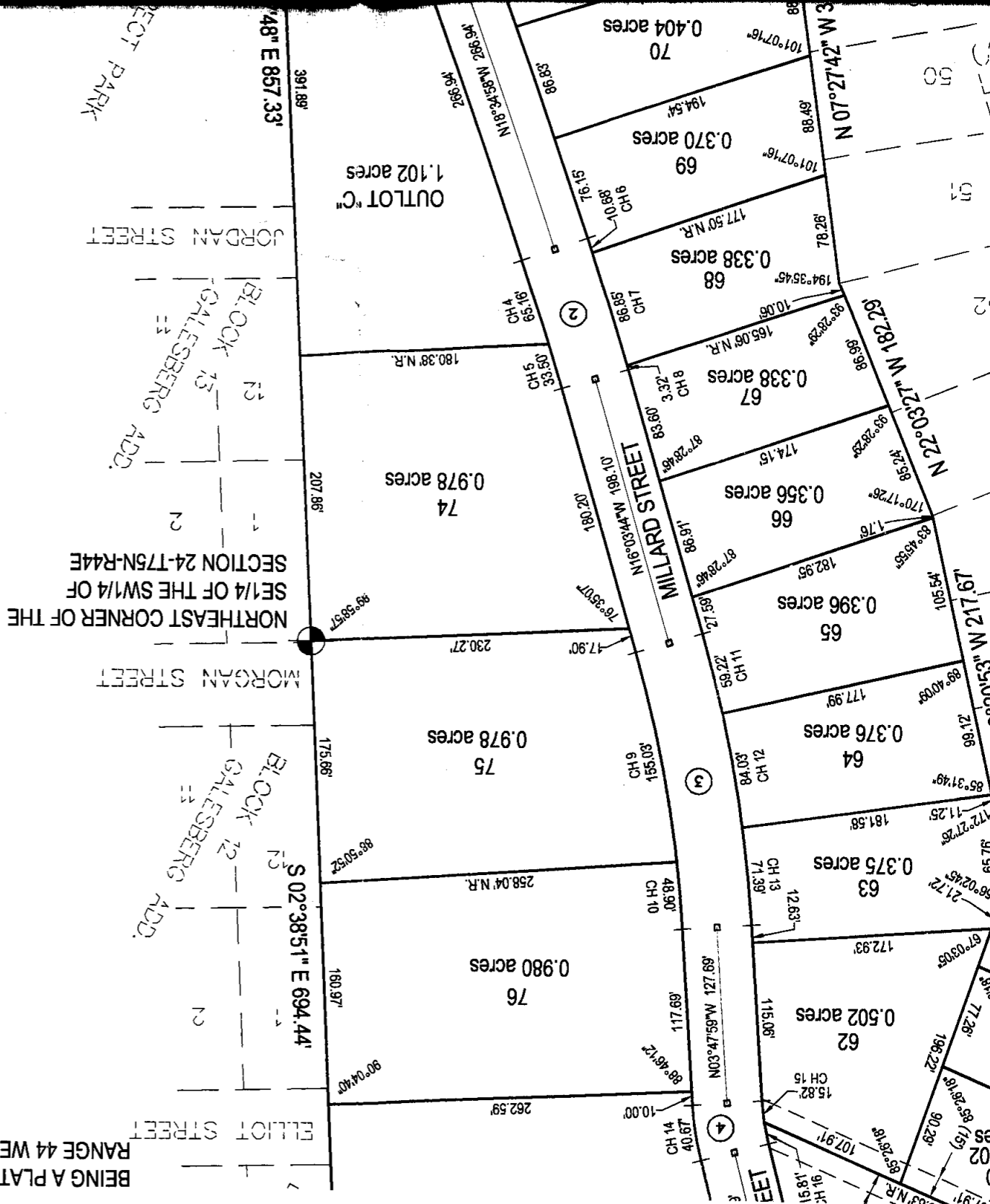
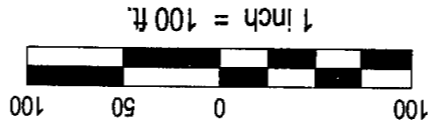
Entered for Taxation MAR 15 2004  
*Marilyn J. Drake*  
 COUNTY AUDITOR

FILED FOR RECORD  
 POTTAWATTAMIE CO. IA.

BK 104 PG 20174

LOTS 58 THRU 88 INCLUSIVE AND OUTLOT "C"  
 BEING A PLATTING OF PART OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 75 NORTH,  
 RANGE 44 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA.

- LEGEND**
- 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
  - ⊙ SECTION CORNER FOUND
  - CH(x) CURVE CHORD DATA (SEE TABLE)



1-576

# E&A CONSULTING GROUP, INC.

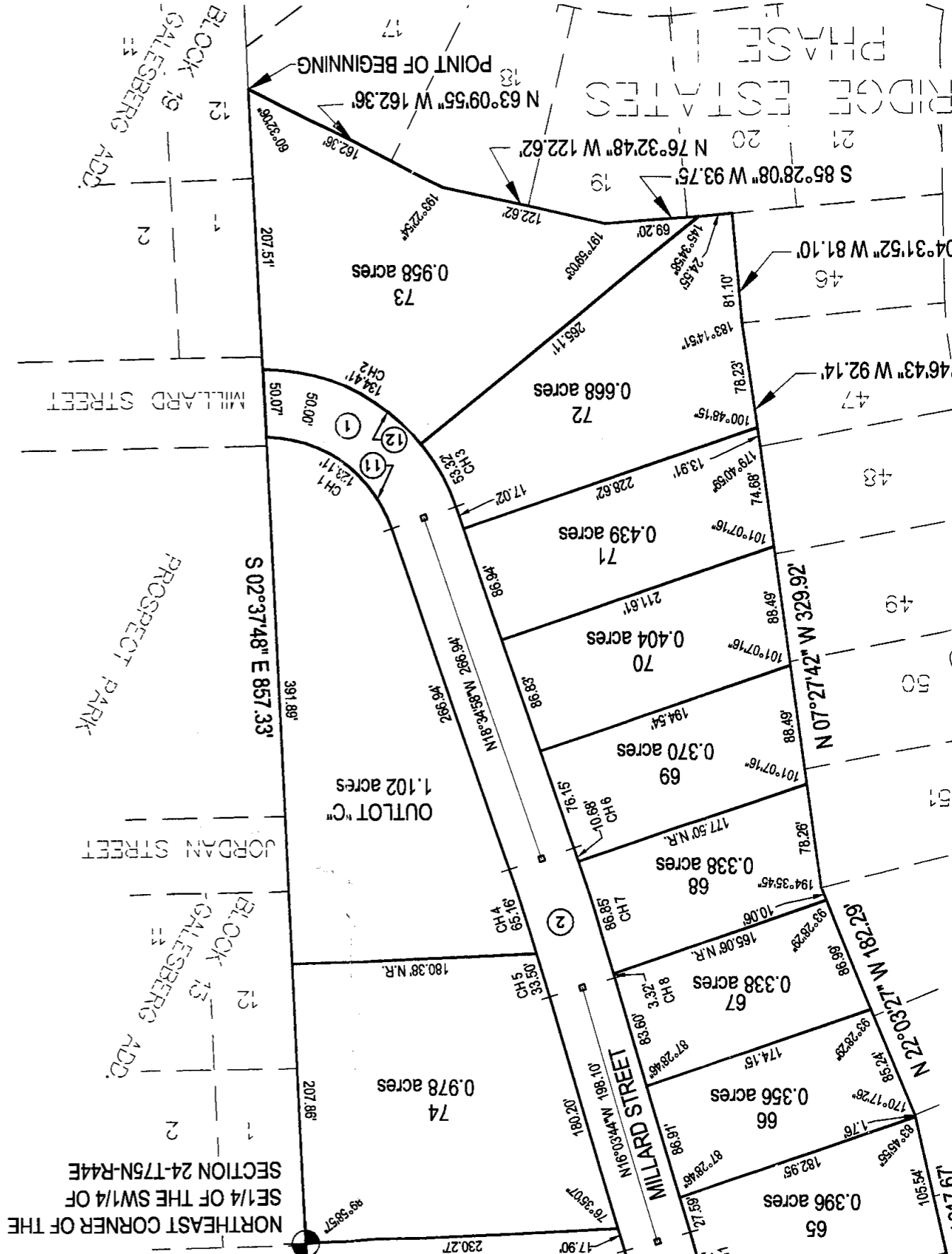


7130 SOUTH 29TH STREET, SUITE D  
LINCOLN, NE 68516-5841  
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12001 Q STREET  
OMAHA, NE 68137  
PHONE: (402) 895-4700  
FAX: (402) 895-3599

## OAK RIDGE ESTATES PHASE III

COUNCIL BLUFFS, IOWA



- NOTES:
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
  2. ALL LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS (N.R.).
  3. A PERPETUAL EASEMENT 5 FEET IN WIDTH IS RESERVED ALONG THE SIDE 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.
  4. PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS HAVE BEEN PREPARED FOR THIS DEVELOPMENT AND WILL BE RECORDED WITH THE FINAL PLAT.
  5. ALL DIMENSIONS AND ANGLES SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF EASEMENTS.

- LEGEND
- PINS FOUND, 5/8" X 30" REBAR WITH ALUMINUM CAP #13373
  - PINS SET, 5/8" X 30" REBAR WITH ALUMINUM CAP #13373 (UNLESS OTHERWISE NOTED)
  - ☒ PINS SET, 5/8" STEEL PLUG
  - ⊙ SECTION CORNER FOUND
  - CH(X) CURVE CHORD DATA (SEE TABLE)

BK 104P620174

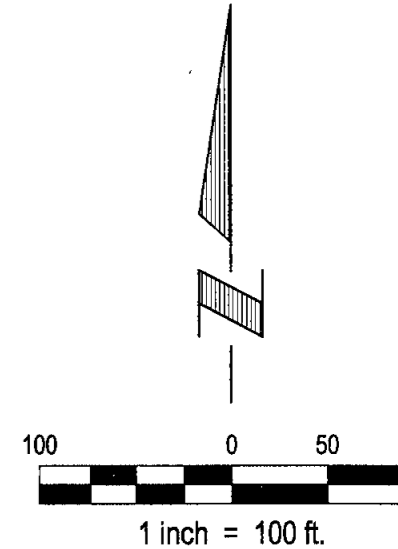
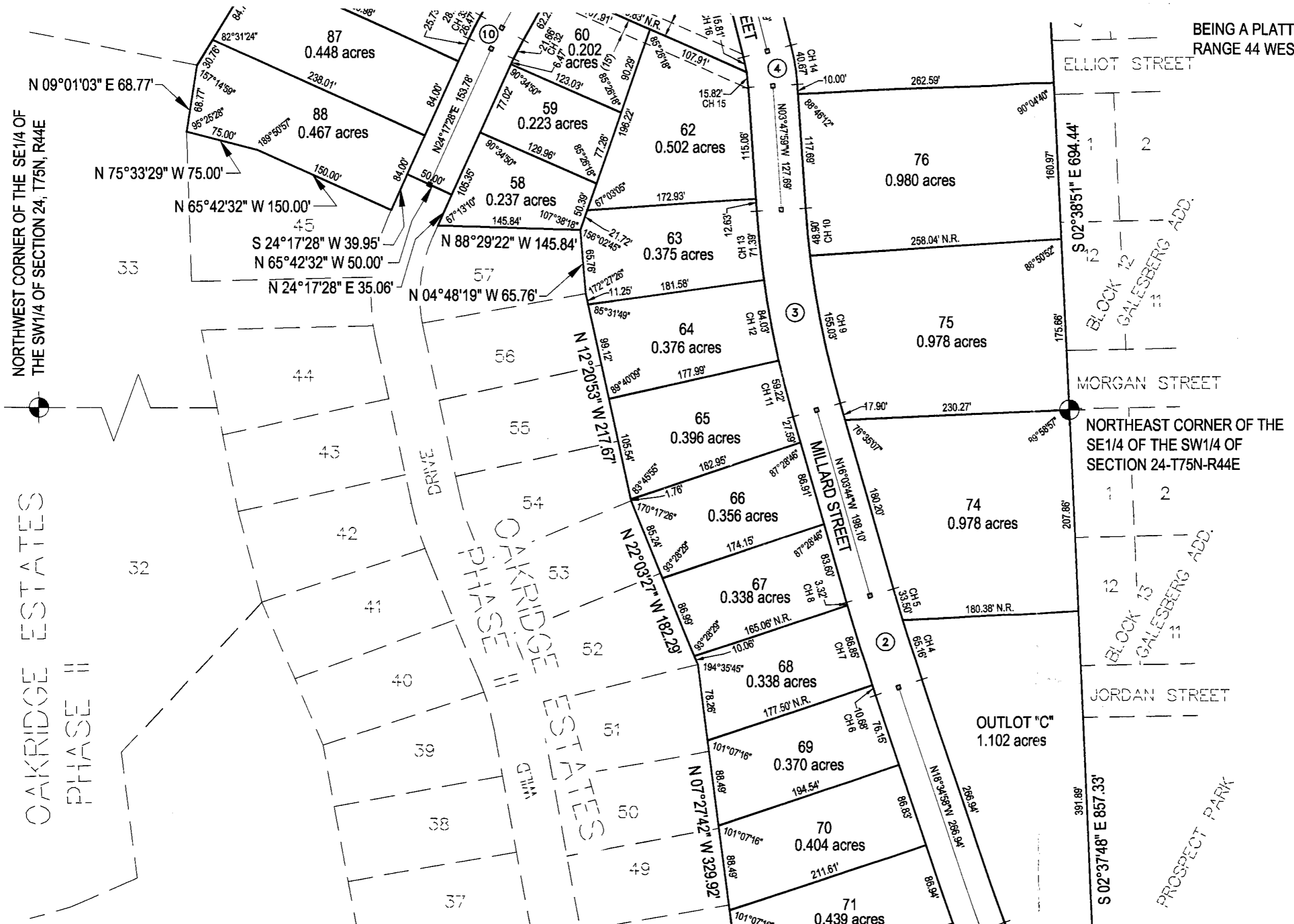
2004  
PROPERTY AUDITOR

1 inch = 100 ft.

# OAK RIDGE E

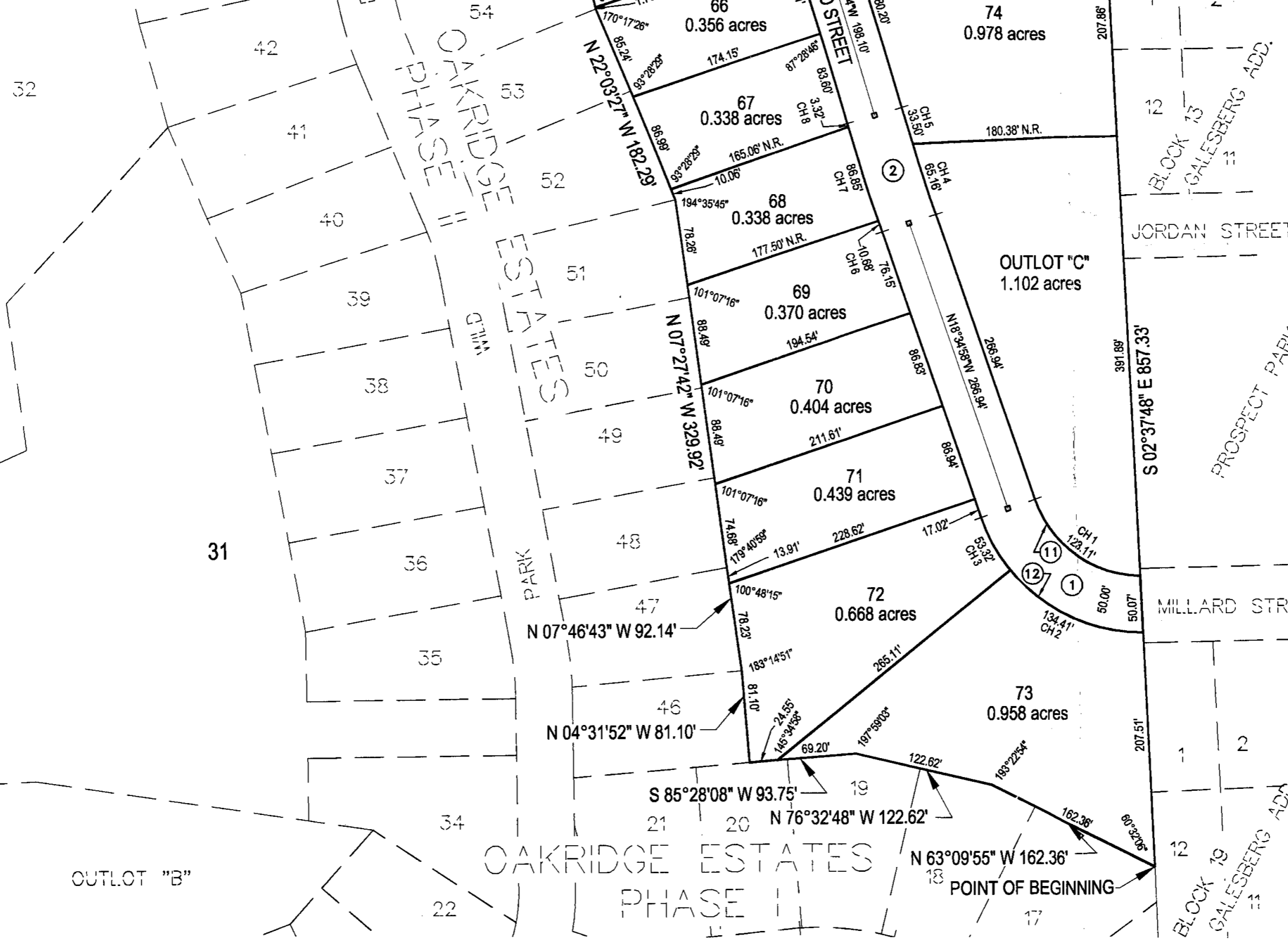
LOTS 58 THRU 88 INCL

BEING A PLATTING OF PART OF THE EAST 1/2  
RANGE 44 WEST OF THE 5TH P.M., POTTAWATOMIE COUNTY, IOWA



- LEGEND**
- PINS FOUND, 5/8" (UNLESS OTHERWISE NOTED)
  - PINS SET, 5/8"
  - ⊠ PINS SET, 5/8"
  - ⊙ SECTION CORNER
  - CH(x) CURVE CHORD

OAKRIDGE ESTATES  
PHASE II



- LEG**
- PINS FOUND, 5/8" X 1/4" (UNLESS OTHERWISE NOTED)
  - PINS SET, 5/8" X 1/4"
  - ⊠ PINS SET, 5/8" X 1/4"
  - ⊕ SECTION CORNER
  - CH(x) CURVE CHORD

- NOTES:**
1. ALL ANGLES ARE 90°
  2. ALL LOTS LINES ARE (N.R.).
  3. A PERPETUAL EASEMENT IS GRANTED TO THE ADJACENT LOTS; AND THE LOT LINES OF ALL LOTS AND MAINTENANCE AND REPAIRS INCLUDED DRAINAGE SYSTEMS ARE TO BE MAINTAINED BY THE OWNER.
  4. PROTECTIVE COVERINGS ARE TO BE PREPARED FOR THIS FINAL PLAT.
  5. ALL DIMENSIONS AND LOCATIONS OF EASEMENTS ARE AS SHOWN.

Proj No:	2000032.02
Date:	10/14/2003
Designed By:	MAA
Drawn By: LDD	Chk By (Dsgn):
Chk By (Insp):	Chk By (Cad Mgr):
Scale:	1" = 100'
Sheet 1 of 3	

Revisions	
No	Date
1	10/30/2003
2	12/17/2003
3	02/25/2004

FINAL PLAT

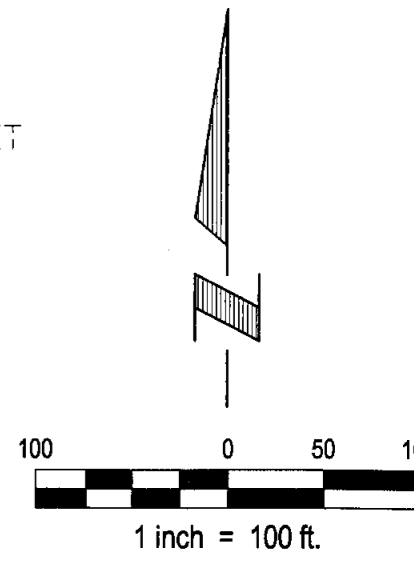
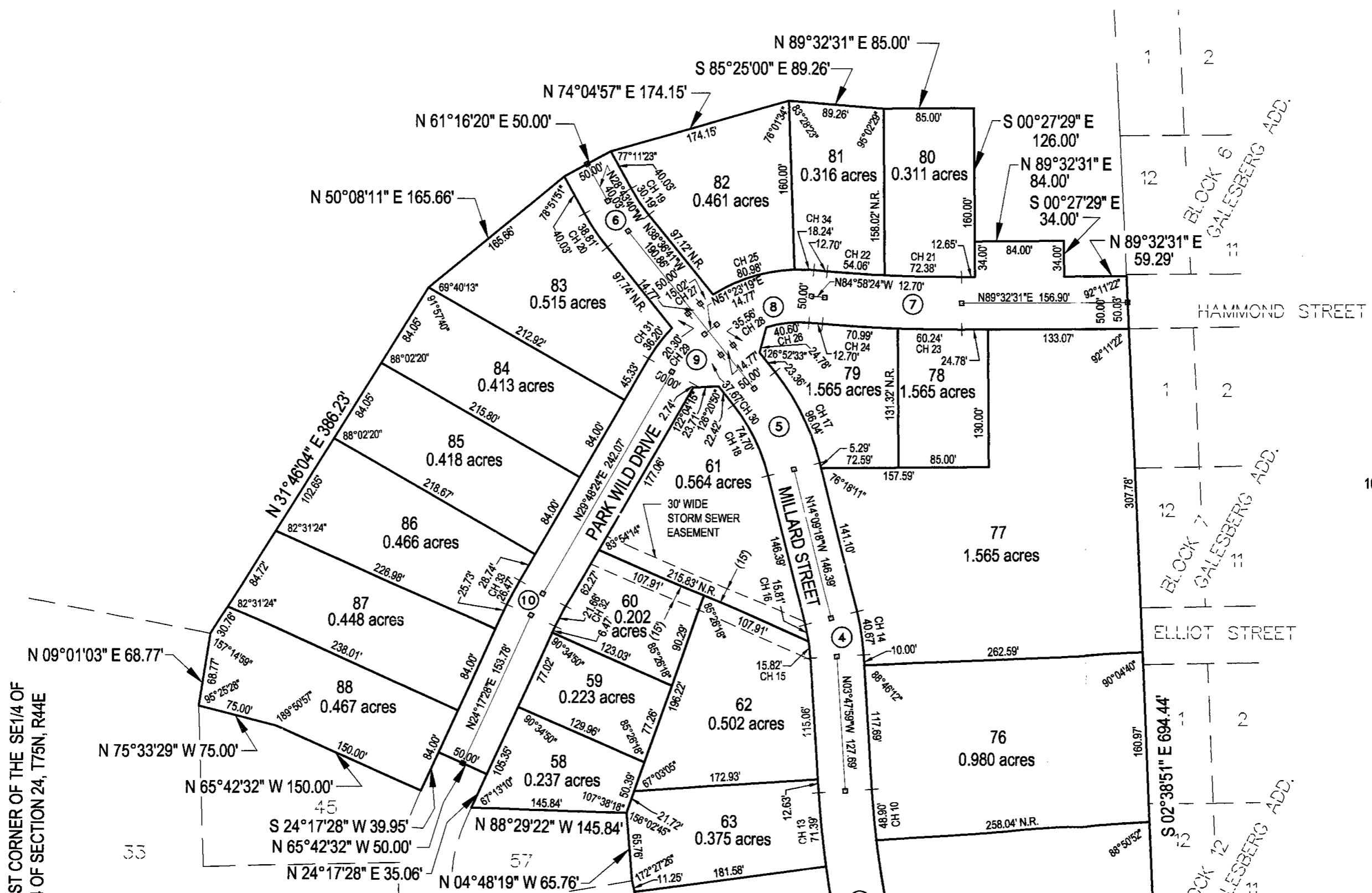
OAK RIDGE ESTATES PHASE III  
COUNCIL BLUFFS, IOWA

12001 Q STREET  
OMAHA, NE 68137  
PHONE: (402) 895-4...  
FAX: (402) 895-3599

# OAK RIDGE E

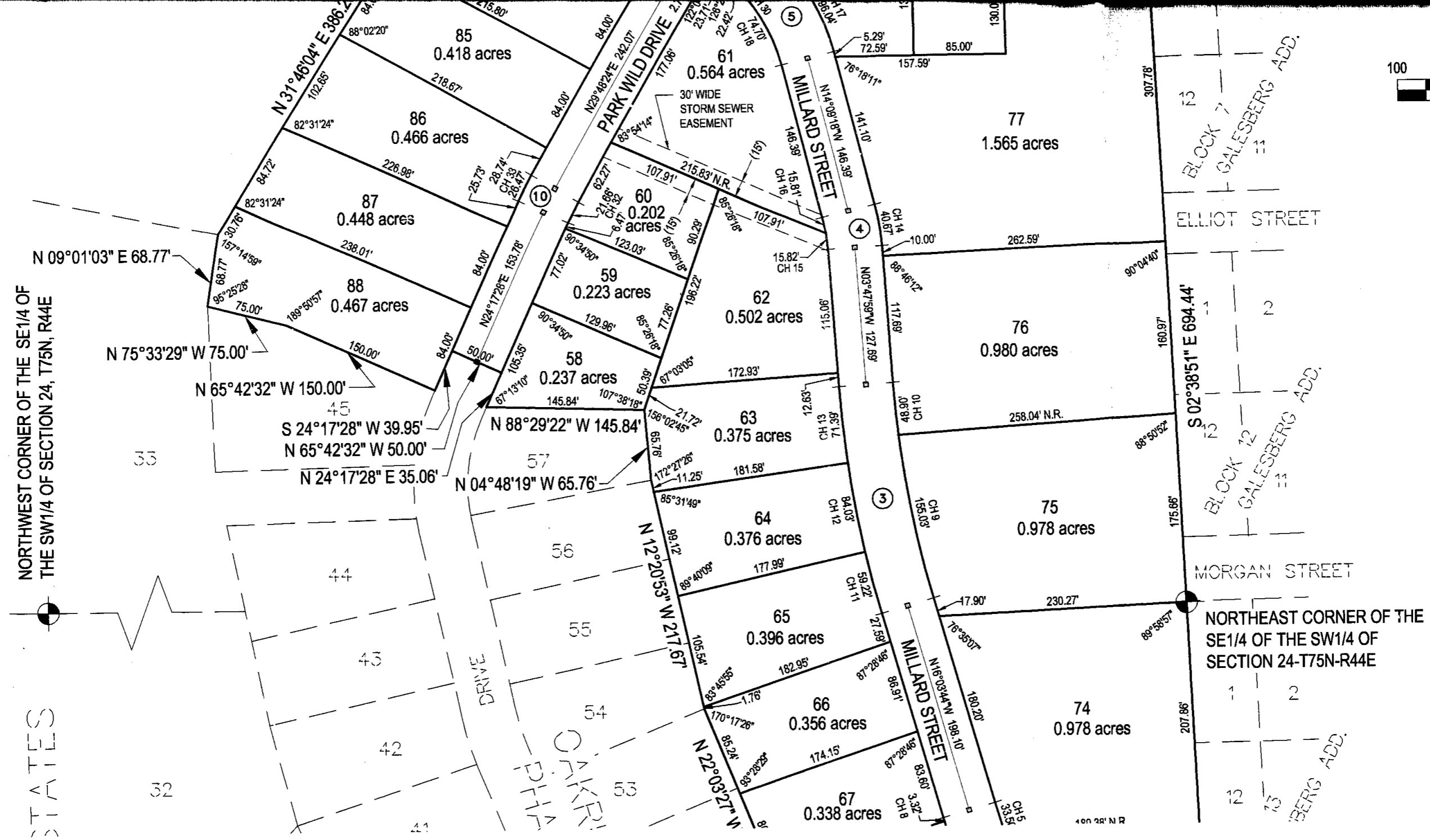
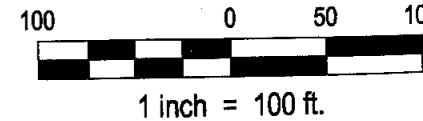
LOTS 58 THRU

BEING A PLATTING OF PART OF THE  
RANGE 44 WEST OF THE 5TH P.M., F



ST CORNER OF THE SE1/4 OF  
SECTION 24, T75N, R44E

33



STATES

NORTHWEST CORNER OF THE SE1/4 OF THE SW1/4 OF SECTION 24, T75N, R44E

NORTHEAST CORNER OF THE SE1/4 OF THE SW1/4 OF SECTION 24-T75N-R44E

Proj No:	2000032.02
Date:	10/14/2003
Designed By:	MAA
Drawn By: LDD	Chk By (Dsgn):
Chk By (Insp):	Chk By (Cad Mgr):
Scale:	1" = 100'

Revisions	
No	Date
1	10/30/2003
2	12/17/2003
3	02/25/2004

**FINAL PLAT**

**OAK RIDGE ESTATES PHASE III**

COUNCIL BLUFFS, IOWA



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 OMAHA, NE 68137  
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# OAK RIDGE ESTATES PHASE III

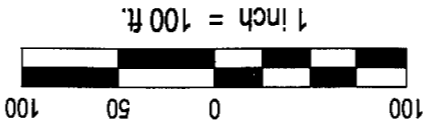
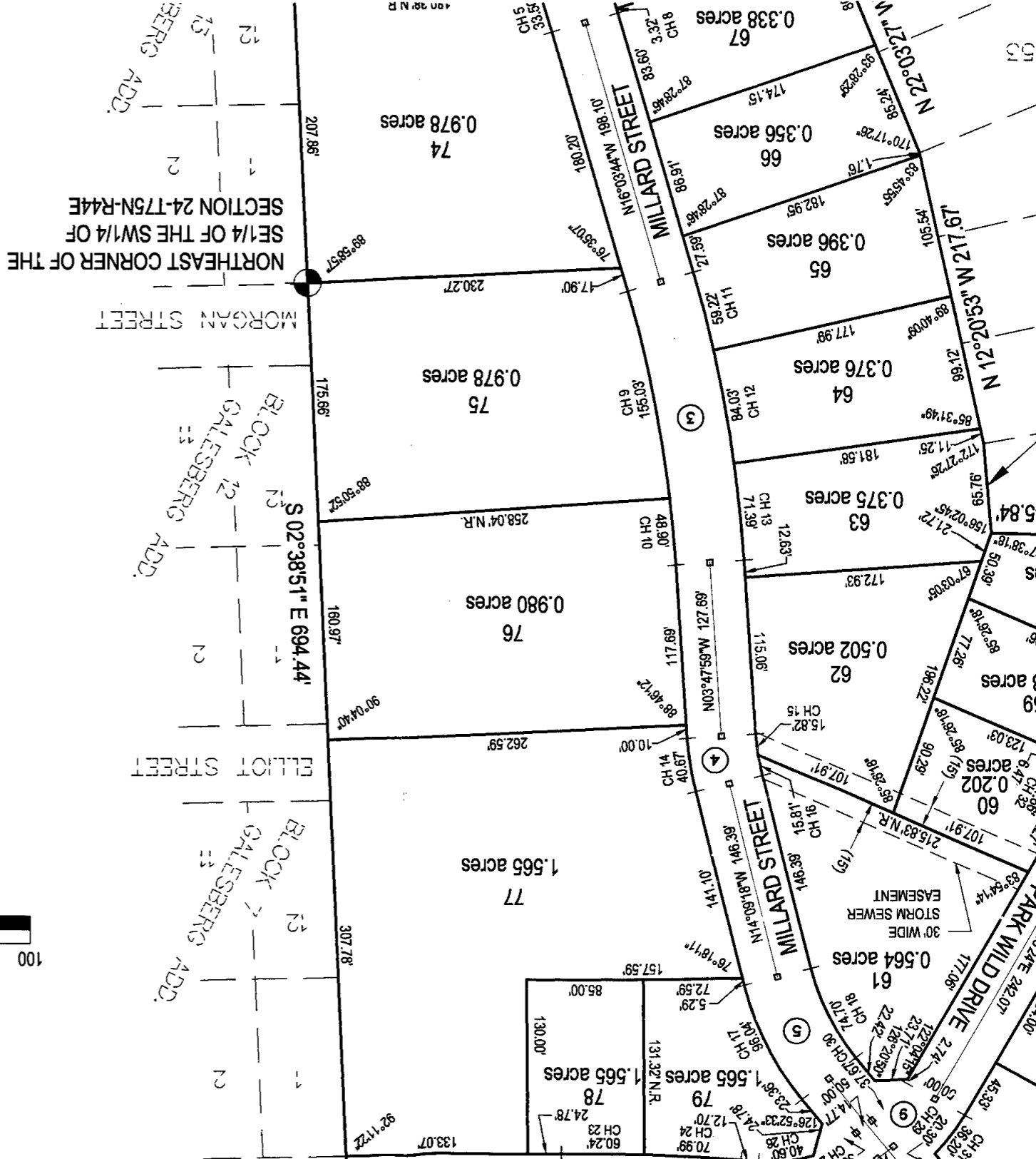
COUNCIL BLUFFS, IOWA



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

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CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	125.00'	156.55'	90.41'	71°45'18"
2	2267.51'	99.76'	49.89'	2°31'14"
3	977.87'	209.29'	105.04'	12°15'45"
4	200.00'	36.15'	18.12'	10°21'19"
5	200.00'	85.37'	43.34'	24°27'23"
6	200.00'	34.50'	17.29'	9°53'01"
7	1345.84'	128.84'	64.47'	5°29'05"
8	125.00'	95.20'	50.04'	43°38'17"
9	125.00'	47.08'	23.82'	21°34'55"
10	250.00'	24.07'	12.04'	5°30'56"
R.O.W. CURVE TABLE				
11	100.00'	123.11'	70.72'	70°32'04"
12	150.00'	187.73'	108.39'	71°42'22"

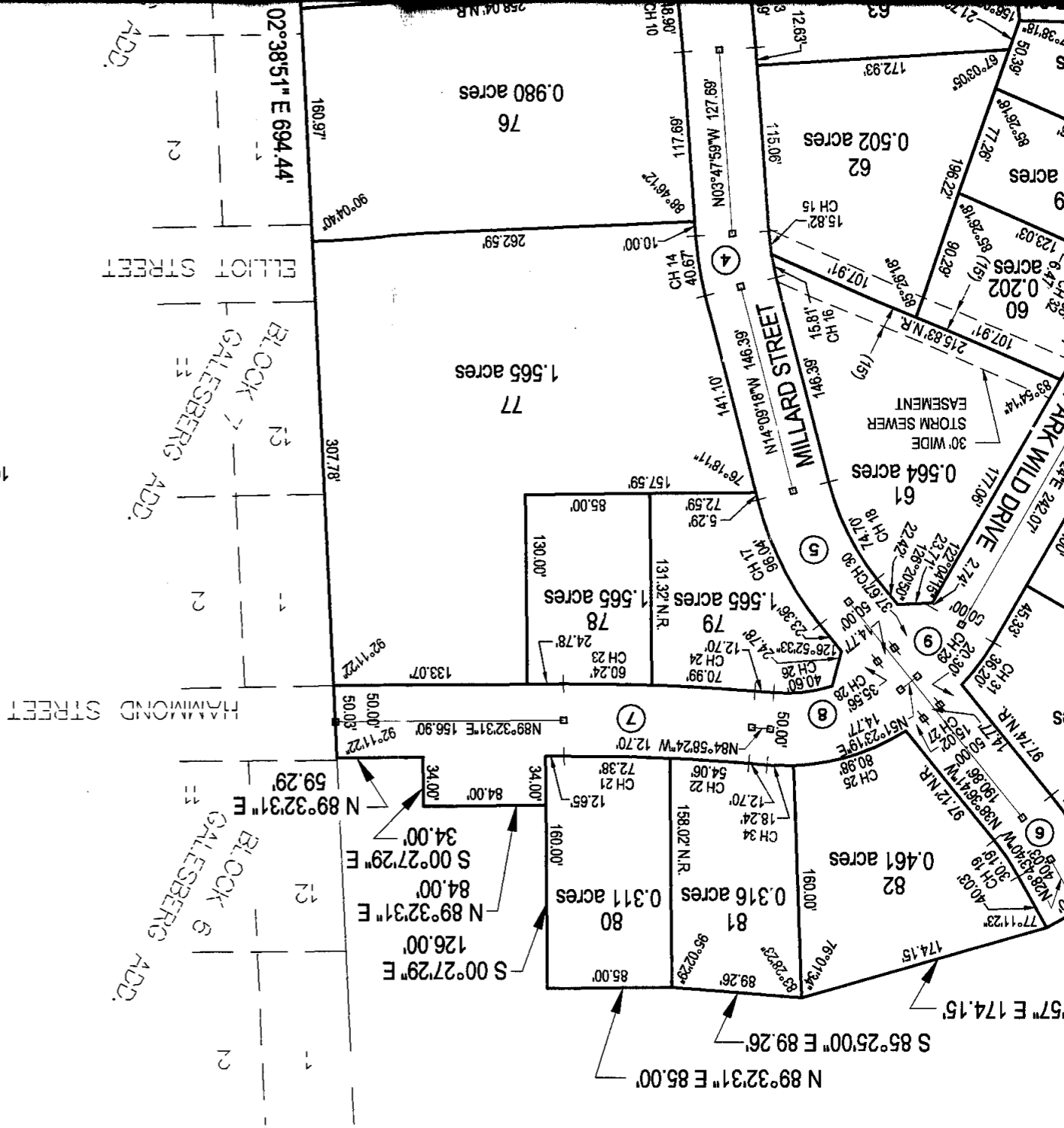
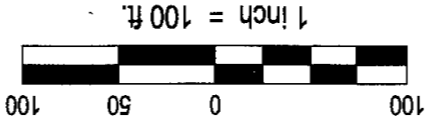
CH 8	3.32	N16°06'13"W
CH 9	154.86	N11°24'04"W
CH 10	48.90	N05°16'12"W
CH 11	59.21	N14°22'14"W
CH 12	84.00	N10°16'43"W
CH 13	71.38	N05°50'21"W
CH 14	40.61	N08°58'39"W
CH 15	15.81	N06°23'19"W
CH 16	15.81	N11°33'58"W
CH 17	95.31	N26°23'00"W
CH 18	74.13	N26°23'00"W
CH 19	30.15	N33°40'10"W
CH 20	38.76	N33°40'10"W
CH 21	72.37	S88°53'17"E
CH 22	54.05	S86°08'45"E
CH 23	60.23	S89°11'58"E
CH 24	70.98	S86°27'25"E
CH 25	80.00	S72°35'25"W
CH 26	40.32	S83°23'44"W
CH 27	15.01	S54°15'23"W
CH 28	35.38	S61°34'35"W
CH 29	20.28	S47°30'44"W
CH 30	37.45	S40°35'52"W
CH 31	36.12	S36°43'16"W
CH 32	21.65	S27°02'56"W
CH 33	26.46	S27°02'56"W
CH 34	18.24	S88°27'30"E

# OAK RIDGE ESTATES PHASE III

LOTS 58 THRU 88 INCLUSIVE AND OUTLOT C

BEING A PLATTING OF PART OF THE SW1/4 OF SECTION 24, TOWNSHIP 75 NORTH,  
RANGE 44 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA.

LINE	LENGTH	BEARING
CH 1	115.48	N53°51'00"W
CH 2	129.96	N64°37'07"W
CH 3	53.04	N28°45'56"W
CH 4	65.16	N17°45'01"W
CH 5	33.50	N16°29'24"W
CH 6	10.68	N18°26'58"W
CH 7	86.85	N17°13'50"W
CH 8	3.32	N16°06'13"W
CH 9	154.86	N11°24'04"W
CH 10	48.90	N05°16'12"W
CH 11	59.21	N14°22'14"W
CH 12	84.00	N10°16'43"W
CH 13	71.38	N05°50'21"W
CH 14	40.61	N08°58'39"W
CH 15	15.81	N06°23'19"W
CH 16	15.81	N11°33'58"W
CH 17	95.31	N26°23'00"W
CH 18	74.13	N26°23'00"W
CH 19	30.15	N33°40'10"W
CH 20	38.76	N33°40'10"W
CH 21	72.37	S88°53'17"E
CH 22	54.05	S86°08'45"E
CH 23	80.23	S89°11'58"E
CH 24	70.98	S86°27'25"E
CH 25	80.00	S72°35'25"W
CH 26	40.32	S83°23'44"W
CH 27	15.01	S54°15'23"W
CH 28	35.38	S61°34'35"W
CH 29	20.28	S47°30'44"W
CH 30	37.45	S40°35'52"W
CH 31	36.12	S36°43'16"W
CH 32	21.65	S27°02'56"W
CH 33	26.46	S27°02'56"W
CH 34	18.24	S88°27'30"E





# OAK RIDGE ES

LOTS 58 THRU 88

BEING A PLATTING OF PART OF THE  
RANGE 44 WEST OF THE 5TH P.M.,

### 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 subdivision to be hereafter known as Oak Ridge Estates Phase III, consisting of Lots 58 through 88, inclusive and Outlot "C". 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. The 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 III.

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 Parkwild Drive. Oak Ridge Estates, L.L.C. does hereby dedicate to the City of Council Bluffs, Iowa, any sanitary sewer and storm sewer and drainage way easements for the installation and maintenance of sewer conduits and appurtenance thereto and any drainage systems deemed necessary by the City of Council Bluffs, Iowa.

1. ERECTION OF STRUCTURES PROHIBITED: Oak Ridge Estates, L.L.C. or it's 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 it's 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 it's 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 it's 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 it's successors and assigns.

Oak Ridge Estates, L.L.C.

*Randy Weisler*  
By: First Management, Inc, ~~Managing Member~~ *manager*  
Randy Weisler, ~~Chairman~~ *President*

Acknowledgement of Notary )  
County of ~~Pottawattamie~~ ) Douglas

On this 8th day of March, 2004, before me the undersigned, a notary public, personally came Randy Weisler, ~~Chairman~~ *President*, 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~~ *President*.

*Rikki M. Flott*  
Notary Public  
GENERAL NOTARY - State of Nebraska  
RIKKI M. FLOTT  
My Commission Expires July 2, 2006

### APPROVAL OF COUNCIL BLUFFS CITY COUNCIL

THIS FINAL PLAT OF OAK RIDGE ESTATES PHASE III WAS APPROVED BY THE COUNCIL BLUFFS CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

*Thomas P. Hanafan*  
THOMAS P. HANAFAN, MAYOR

ATTEST:

### LEGAL DESCRIPTION

A tract of land located in the SW1/4 of Section 24, Township 75 North,

Beginning at the Northeast corner of Lot 17, Oakridge Estates Phase I, Lot 17, Oakridge Estates Phase I, and also the Northerly line of Lots 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, N63°09'55"W, a distance of 162.36 feet; thence N76°32'48"W, a distance of 162.36 feet; thence N07°46'43"W, a distance of 92.14 feet; thence N07°27'42"W, a distance of 217.67 feet; thence N04°48'19"W, a distance of 65.76 feet; thence S00°27'27"W, a distance of 145.84 feet; thence S24°17'28"W along said Easterly right-of-way line of Park Wild Drive; thence N24°17'28"E along said Easterly right-of-way line of Park Wild Drive and the Northerly right-of-way line of Park Wild Drive, a distance of 50.00 feet to the point of intersection of said Northerly right-of-way line of Park Wild Drive and the Northerly right-of-way line of Park Wild Drive; thence S24°17'28"W along said Westerly right-of-way line of Park Wild Drive, a distance of 50.00 feet to the point of intersection of said Northerly right-of-way line of Park Wild Drive and the Northerly right-of-way line of Park Wild Drive; thence along the Northerly line of said Lot 45, Oakridge Estates Phase II, a distance of 75.00 feet to the Northwest corner of said Lot 45, Oakridge Estates Phase II; thence N09°01'03"E along said Easterly line of Lot 30, Oakridge Estates Phase II; thence N31°46'04"E, a distance of 386.23 feet; thence N74°04'57"E, a distance of 174.15 feet; thence S85°25'00"E, a distance of 126.00 feet; thence N89°32'31"E, a distance of 84.00; thence S00°27'27"W, a distance of 145.84 feet to the Northeast corner of said Lot 17, Oakridge Estates Phase I, and also the West line of Lots 1 and 12, Block 7, Galesberg Addition, and also the West line of Lots 1 and 12, Block 12, said Galesberg Addition, and also the West line of Lots 1 and 12, Block 19, said Galesberg Addition, and also the West right-of-way line of Jordan Street, and also the West right-of-way line of Jordan Street, and also the West line of Lots 1 and 12, Block 19, said Galesberg Addition, and also the West right-of-way line of Jordan Street, and also the West line of Lots 1 and 12, Block 19, said Galesberg Addition.

Said tract of land contains an area of 855,162 square feet or 19.631 acres.

Said tract contains 2.772 acres of dedicated right-of-way.



I hereby certify that this land surveying document and the related survey work was performed by me or under my personal supervision and that I am a duly Registered Professional Land Surveyor under the laws of the State of Iowa.  
Signature: *Robert V. Clark*  
Robert V. Clark  
License Number 13373  
My License renewal date is December 31, 2004.  
Pages or sheets covered by this seal: 3 OF 3

APPROVAL OF COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT  
THIS FINAL PLAT OF OAK RIDGE ESTATES PHASE III, WAS APPROVED BY THE

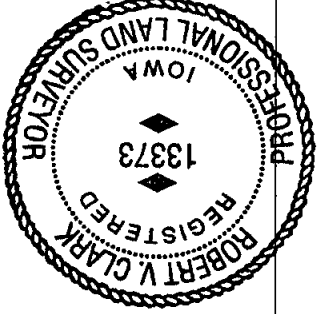


Easement Area which may be damaged as a result of any entry  
cessors or assigns.  
ates, L.L.C. or its successors and assigns.

N75°33'29"W, a distance of 75.00 feet to the Northwest corner of said Lot 45, Oakridge Estates Phase II, said point also being on the Easterly line of Lot 33, said Oakridge Estates Phase II; thence N09°01'03"E along said Easterly line of Lot 33, Oakridge Estates Phase II, a distance of 68.77 feet to the Northeast corner of said Lot 33, Oakridge Estates Phase II; thence N31°46'04"E, a distance of 386.23 feet; thence N50°08'11"E, a distance of 165.66 feet; thence N61°16'20"E, a distance of 50.00 feet; thence N74°04'57"E, a distance of 174.15 feet; thence S85°25'00"E, a distance of 89.26 feet; thence N89°32'31"E, a distance of 85.00 feet; thence S00°27'29"E, a distance of 126.00 feet; thence N89°32'31"E, a distance of 84.00; thence S00°27'29"E, a distance of 34.00 feet; thence N89°32'31"E, a distance of 59.29 feet to a point on the East line of said SW 1/4 of Section 24, said point also being on the West right-of-way line of Hammond Street; and also the West line of Lots 1 and 12, Block 7, Galesberg Addition, a subdivision located in the SE 1/4 of said Section 24, and also the West right-of-way line of Elliott Street, and also the West line of Lots 1 and 12, Block 12, said Galesberg Addition, and also the West right-of-way line of Morgan Street, a distance of 694.44 feet to the Northeast corner of said SE 1/4 of the SW 1/4 of Section 24; thence S02°37'48"E along said West right-of-way line of Morgan Street, and also the West line of Lot 1, Block 13, said Galesberg Addition, and also the West right-of-way line of Jordan Street, and also the West line of Prospect Park, and also the West right-of-way line of Millard Street, and also the West line of Lots 1 and 12, Block 19, said Galesberg Addition, a distance of 857.33 feet to the point of beginning.

Said tract of land contains an area of 355,162 square feet or 19.63<sup>1</sup> acres, more or less.

Said tract contains 2.772 acres of dedicated right-of-way.

<p>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.</p> <p>Signature: <u>Robert V. Clark</u> Date: <u>3-5-04</u></p>	

WE HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUSLY 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 MORTGAGE HOLDER OR LIENHOLDER, IF ANY, THAT THE PLAT IS PREPARED WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRE.

D. A NOTARIZED PARTIAL RELEASE FROM THE MORTGAGE HOLDER OR LIENHOLDER FOR ALL AREAS CONVEYED TO THE GOVERNING BODY OR DEDICATED TO THE PUBLIC.

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

WE HEREBY CERTIFY THAT I WILL MEET ALL EQUAL OPPORTUNITY AND FAIR MARKETING OBJECTIVES CONSISTENT WITH FEDERAL, STATE AND LOCAL GUIDELINES.

OAK RIDGE ESTATES, L.L.C.

BY: Randy Weisler *Randy Weisler*  
MANAGING MEMBER  
BY: Randy Weisler *Randy Weisler*  
CHAIRMAN

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



OAK RIDGE ESTATES PHASE III

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FAX: (402) 895-3599

VAL OF COUNCIL BLUFFS CITY COUNCIL  
NAL PLAT OF OAK RIDGE ESTATES PHASE III WAS APPROVED BY THE COUNCIL  
S CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.  
S P. HANAFAN, MAYOR  
CITY CLERK

President  
Chairman, First Management, Inc. to me personally known to be  
and deed, as said Chairman, President

MANAGEMENT OF NOTARY  
Y OF POTTAWATTAMIE )  
S 12th DAY OF March, 2004, BEFORE ME THE UNDERSIGNED,  
ARY PUBLIC, PERSONALLY CAME RANDY WEISLER, CHAIRMAN, FIRST  
EMENT, INC. TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON  
NAME IS AFFIXED TO THE FOREGOING INSTRUMENT, AND HE  
MLEDGES THE SAME TO BE HIS VOLUNTARY ACT AND DEED, AS SAID  
MAN.  
Randy Weisler  
ARY PUBLIC  
MISSION EXPIRES 12/2/07

# OAK RIDGE ESTATES PHASE III

LOTS 58 THRU 88 INCLUSIVE AND OUTLOT "C"

BEING A PLATTING OF PART OF THE SW1/4 OF SECTION 24, TOWNSHIP 75 NORTH,  
RANGE 44 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA.

## LEGAL DESCRIPTION

A tract of land located in the SW1/4 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 Northeast corner of Lot 17, Oakridge Estates Phase I, a subdivision located in the SE 1/4 of Section 24; thence along the Northernly line of said Lot 17, Oakridge Estates Phase I, and also the Northernly line of Lots 18, 19 and 20, said Oakridge Estates Phase I on the following described courses: thence N63°09'55"W, a distance of 162.36 feet; thence N76°32'48"W, a distance of 122.62 feet; thence S85°28'08"W, a distance of 93.75 feet to the Southeast corner of Lot 46, Oakridge Estates Phase II, a subdivision located in the East 1/2 of said SW1/4 of Section 24; thence Northernly along the Easterly line of said Lot 46, Oakridge Estates Phase II, and also along the Easterly line of Lots 47 thru 57, inclusive, said Oakridge Estates Phase II on the following described courses: thence N04°31'52"W, a distance of 81.10 feet; thence N07°46'43"W, a distance of 92.14 feet; thence N07°27'42"W, a distance of 329.92 feet; thence N22°03'27"W, a distance of 182.29 feet; thence N12°20'53"W, a distance of 217.67 feet; thence N04°48'19"W, a distance of 65.76 feet to the Northeast corner of said Lot 57, Oakridge Estates Phase II; thence N88°29'22"W along the Northernly line of said Lot 57, Oakridge Estates Phase II, a distance of 145.84 feet to the Northwest corner of said Lot 57, Oakridge Estates Phase II, said point also being on the Easterly right-of-way line of Park Wild Drive; thence N24°17'28"E along said Easterly right-of-way line of Park Wild Drive, a distance of 35.06 feet to the point of intersection of said Easterly right-of-way line of Park Wild Drive and the Northernly right-of-way line of said Park Wild Drive; thence N65°42'32"W along said Northernly right-of-way line of Park Wild Drive, a distance of 39.95 feet to the Northeast corner of Lot 45, said Oakridge Estates Phase II; thence S24°17'28"W along said Westernly right-of-way line of Park Wild Drive, a distance of 150.00 feet; thence along the Northernly line of said Lot 45, Oakridge Estates Phase II on the following described courses: thence N65°42'32"W, a distance of 150.00 feet; thence N75°33'29"W, a distance of 75.00 feet to the Northwest corner of said Lot 45, Oakridge Estates Phase II, said point also being on the Easterly line of Lot 33, said Oakridge Estates Phase II; thence N09°01'03"E along said Easterly line of Lot 33, Oakridge Estates Phase II, a distance of 68.77 feet to the Northeast corner of said Lot 33, Oakridge Estates Phase II; thence N31°46'04"E, a distance of 386.23 feet; thence N50°08'11"E, a distance of 165.66 feet; thence N61°16'20"E, a distance of 50.00 feet; thence N74°04'57"E, a distance of 174.15 feet; thence S85°25'00"E, a distance of 89.26 feet; thence N89°32'31"E, a distance of 85.00 feet; thence S00°27'29"E, a distance of 126.00 feet; thence N89°32'31"E, a distance of 84.00; thence S00°27'29"E, a distance of 34.00 feet; thence N89°32'31"E, a distance of 59.29 feet to a point on the East line of said SW 1/4 of Section 24, said point also being on the West right-of-way line of Hammond Street, and also the West line of Lots 1 and 12, Block 7, Galesberg Addition, a subdivision located in the SE 1/4 of said Section 24, and also the West right-of-way line of Elliott Street, and also the West line of Lots 1 and 12, Block 12, said Galesberg Addition, and also the West right-of-way line of Morgan Street, a distance of 694.44 feet to the Northeast corner of said SE 1/4 of the SW 1/4 of Section 24; thence S02°37'48"E along said West right-of-way line of Morgan Street, and also the West line of Lot 1, Block 13, said Galesberg Addition, and also the West line of Prospect Park, and also the West right-of-way line of Millard Street, and also the West line of Lots 1 and 12, Block 19, said Galesberg Addition, a distance of 857.33 feet to the point of beginning.

Said tract of land contains an area of 855,162 square feet or 19.63<sup>1</sup> acres, more or less.

Said tract contains 2.772 acres of dedicated right-of-way.

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*  
Robert V. Clark  
Date: 3-5-04



ak Ridge Estates, L.L.C. being the sole owner and proprietor of  
as shown, said subdivision to be hereafter known as Oak Ridge  
the Plat is a subdivision of the property described therein, and  
division of the property as shown in the Plat is done with the  
ion be known as Oak Ridge Estates Phase III.

ates, L.L.C. does hereby dedicate to the City of Council Bluffs,  
and appurtenance thereto and any drainage systems deemed

cture over or within the Easement Area without obtaining the

ation or contour of any part of the Easement Area without

ably necessary for the use and enjoyment of the Easement Area

the Easement Area, necessitated by the exercise of the rights

d seeding.

Easement Area which may be damaged as a result of any entry

essors or assigns.

ates, L.L.C. or its successors and assigns.

Chairman, First Management, Inc. to me personally known to be  
President

VAL OF COUNCIL BLUFFS CITY COUNCIL

NAL PLAT OF OAK RIDGE ESTATES PHASE III WAS APPROVED BY THE COUNCIL  
S CITY COUNCIL ON THIS  
DAY OF  
, 2004.



Oak Ridge Estates Phase III, an Addition to the City of Council Bluffs, Iowa, Lots 58 through 88 Inclusive and Outlot "C", being a Platting of part of the SW $\frac{1}{4}$  of Section 24, Township 75 North, Range 44 West of the 5<sup>th</sup> P.M., in Pottawattamie County, Iowa.

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

A tract of land located in the SW $\frac{1}{4}$  of Section 24, Township 75 North, Range 44 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, more particularly described as follows: Beginning at the Northeast corner of Lot 17, Oak Ridge Estates Phase I, a subdivision located in the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 24; thence along the Northerly line of said Lot 17, Oakridge Estates Phase I, and also the Northerly line of Lots 18, 19 and 20, said Oakridge Estates Phase I on the following described courses; thence N63°09'55" W, a distance of 162.36 feet; thence N76°32'48"W, a distance of 122.62 feet; thence S85°28'08"W, a distance of 93.75 feet to the Southeast corner of Lot 46, Oakridge Estates Phase II, a subdivision located in the E $\frac{1}{2}$  SW $\frac{1}{4}$  of Section 24; thence Northerly along the Easterly line of said Lot 46, Oakridge Estates Phase II, and also along the Easterly line of Lots 47 thru 57, inclusive, said Oakridge Estates Phase II on the following described courses: thence N04°31'52"W, a distance of 81.10 feet; thence N07°46'43"W, a distance of 92.14 feet; thence N07°27'42"W, a distance of 329.92 feet; thence N22°03'27"W, a distance of 182.29 feet; thence N12°20'53"W, a distance of 217.67 feet; thence N04°48'19"W, a distance of 65.76 feet to the Northeast corner of said Lot 57, Oakridge Estates Phase II; thence N88°29'22"W along the North line of said Lot 57, Oakridge Estates Phase II a distance of 145.84 feet to the Northwest corner of said Lot 57, Oakridge Estates Phase II, said point also being on the Easterly right-of-way line of Park Wild Drive; thence N24°17'28"E along said Easterly right-of-way line of Park Wild Drive, a distance of 35.06 feet to the point of intersection of said Easterly right-of-way of Park Wild Drive and the Northerly right-of-way line of said Park Wild Drive; thence N65°42'32" W along said Northerly right-of-way line of Park Wild Drive, a distance of 50.00 feet to the point of intersection of said Northerly right-of-way line of Park Wild Drive and the Westerly right-of-way line of said Park Wild Drive; thence S24°17'28"W along said Westerly right-of-way line of Park Wild Drive, a distance of 39.95 feet to the Northeast corner of Lot 45, said Oakridge Estates Phase II; thence along the Northerly line of said Lot 45, Oakridge Estates Phase II on the following described courses; thence N65°42'32"W, a distance of 150.00 feet; thence N75°33'29"W, a distance of 75.00 feet to the Northwest corner of said Lot 45, Oakridge Estates Phase II, said point also being on the

Easterly line of Lot 33, said Oakridge Estates Phase II; thence N09°01'03"E along said Easterly line of Lot 33, Oakridge Estates Phase II, a distance of 68.77 feet to the Northeast corner of said Lot 33, Oakridge Estates Phase II; thence N31°46'04"E, a distance of 386.23 feet; thence N50°08'11"E, a distance of 165.66 feet; thence N61°16'20"E, a distance of 50.00 feet; thence N74°04'57"E, a distance of 174.15 feet; thence S85°25'00"E, a distance of 89.26 feet; thence N89°32'31"E, a distance of 85.00 feet; thence S00°27'29"E, a distance of 126.00 feet; thence N89°32'31"E, a distance of 84.00 feet; thence S00°27'29"E, a distance of 34.00 feet; thence N89°32'31"E, a distance of 59.29 feet to a point on the East line of said SW¼ of Section 24, said point also being on the West right-of-way line of Hammond Street; thence S02°38'51"E along said West right-of-way line of Hammond Street, and also the West line of Lots 1 and 12, Block 7, Galesburg Addition, a subdivision located in the SE¼ of said Section 24, and also the West right-of-way line of Elliott Street, and also the West line of Lots 1 and 12, Block 12, said Galesburg Addition, and also the West right-of-way line of Morgan Street, a distance of 694.44 feet to the Northeast corner of said SE¼ SW¼ of Section 24; thence S02°37'48"E along said West right-of-way line of Morgan Street, and also the West line of Lot 1, Block 13, said Galesburg Addition, and also the West right-of-way line of Jordan Street, and also the West line of Prospect Park, and also the West right-of-way line of Millard Street, and also the West line of Lots 1 and 12, Block 19, said Galesburg Addition, a distance of 857.33 feet to the point of beginning.

4. That the Final Plat for Oak Ridge Estates Phase III, an Addition to the City of Council Bluffs, Iowa, which is composed of the real estate described in paragraph 3 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 U.S. Bank, and U.S. Bank hereby fully consents to the platting of the real estate set forth in paragraph 3 into:

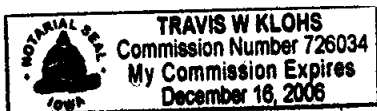
Oak Ridge Estates Phase III, an Addition to the City of Council Bluffs, Iowa, Lots 58 through 88 Inclusive and Outlot "C", being a Platting of part of the SW¼ of Section 24, Township 75 North, Range 44 West of the 5<sup>th</sup> P.M., in Pottawattamie County, Iowa.

DATED this 8<sup>th</sup> day of MARCH, 2004.

U.S. BANK, Successor in Interest of  
Firststar Bank, N.A.

BY: *Scott Menke*  
Scott Menke -Vice-President

NOW On this 8<sup>th</sup> day of March, 2004, 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 U.S. Bank executing the within and foregoing instrument to which this is attached; that no seal has been procured by U.S. Bank; that the instrument was signed on behalf of U.S. Bank by authority of its Board of Directors; and that Scott Menke, of U.S. Bank, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of U.S. Bank; by it and by him voluntarily executed.



*Travis W Klohs*  
NOTARY PUBLIC IN AND FOR SAID STATE



**Curtis J. Heithoff**

ATTORNEY AT LAW  
508 SOUTH 8TH STREET  
Council Bluffs, Iowa 51501

(712) 325-0888  
FAX (712) 325-0894

March 3, 2004

Community Development Department  
Zoning and Subdivision  
205 South Main  
Council Bluffs, IA 51503

Pottawattamie County Recorder  
Pottawattamie County Courthouse  
Council Bluffs, IA 51501

RE: Oak Ridge Estates Phase III Platting Opinion

Ladies and Gentlemen:

I have examined the Abstract of Title to:

A tract of land located in the SW $\frac{1}{4}$  of Section 24, Township 75 North, Range 44 West of the 5<sup>th</sup> P.M., Pottawattamie County, Iowa, more particularly described as follows: Beginning at the Northeast corner of Lot 17, Oak Ridge Estates Phase I, a subdivision located in the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 24; thence along the Northerly line of said Lot 17, Oakridge Estates Phase I, and also the Northerly line of Lots 18, 19 and 20, said Oakridge Estates Phase I on the following described courses; thence N63°09'55" W, a distance of 162.36 feet; thence N76°32'48"W, a distance of 122.62 feet; thence S85°28'08"W, a distance of 93.75 feet to the Southeast corner of Lot 46, Oakridge Estates Phase II, a subdivision located in the E $\frac{1}{2}$  SW $\frac{1}{4}$  of Section 24; thence Northerly along the Easterly line of said Lot 46, Oakridge Estates Phase II, and also along the Easterly line of Lots 47 thru 57, inclusive, said Oakridge Estates Phase II on the following described courses: thence N04°31'52"W, a distance of 81.10 feet; thence N07°46'43"W, a distance of 92.14 feet; thence N07°27'42"W, a distance of 329.92 feet; thence N22°03'27"W, a distance of 182.29 feet; thence N12°20'53"W, a distance of 217.67 feet; thence N04°48'19"W, a distance of 65.76 feet to the Northeast corner of said Lot 57, Oakridge Estates Phase II; thence N88°29'22"W along the North line of said Lot 57, Oakridge Estates Phase II a distance of 145.84 feet to the Northwest corner of said Lot 57, Oakridge Estates Phase II, said point also being on the Easterly right-of-way line of Park Wild Drive; thence N24°17'28"E along said Easterly right-of-way line of Park Wild Drive, a distance of 35.06 feet to the point of intersection of said Easterly right-of-way of Park Wild Drive and the Northerly right-of-

way line of said Park Wild Drive; thence N65°42'32" W along said Northerly right-of-way line of Park Wild Drive, a distance of 50.00 feet to the point of intersection of said Northerly right-of-way line of Park Wild Drive and the Westerly right-of-way line of said Park Wild Drive; thence S24°17'28"W along said Westerly right-of-way line of Park Wild Drive, a distance of 39.95 feet to the Northeast corner of Lot 45, said Oakridge Estates Phase II; thence along the Northerly line of said Lot 45, Oakridge Estates Phase II on the following described courses; thence N65°42'32"W, a distance of 150.00 feet; thence N75°33'29"W, a distance of 75.00 feet to the Northwest corner of said Lot 45, Oakridge Estates Phase II, said point also being on the Easterly line of Lot 33, said Oakridge Estates Phase II; thence N09°01'03"E along said Easterly line of Lot 33, Oakridge Estates Phase II, a distance of 68.77 feet to the Northeast corner of said Lot 33, Oakridge Estates Phase II; thence N31°46'04"E, a distance of 386.23 feet; thence N50°08'11"E, a distance of 165.66 feet; thence N61°16'20"E, a distance of 50.00 feet; thence N74°04'57"E, a distance of 174.15 feet; thence S85°25'00"E, a distance of 89.26 feet; thence N89°32'31"E, a distance of 85.00 feet; thence S00°27'29"E, a distance of 126.00 feet; thence N89°32'31"E, a distance of 84.00 feet; thence S00°27'29"E, a distance of 34.00 feet; thence N89°32'31"E, a distance of 59.29 feet to a point on the East line of said SW¼ of Section 24, said point also being on the West right-of-way line of Hammond Street; thence S02°38'51"E along said West right-of-way line of Hammond Street, and also the West line of Lots 1 and 12, Block 7, Galesburg Addition, a subdivision located in the SE¼ of said Section 24, and also the West right-of-way line of Elliott Street, and also the West line of Lots 1 and 12, Block 12, said Galesburg Addition, and also the West right-of-way line of Morgan Street, a distance of 694.44 feet to the Northeast corner of said SE¼ SW¼ of Section 24; thence S02°37'48"E along said West right-of-way line of Morgan Street, and also the West line of Lot 1, Block 13, said Galesburg Addition, and also the West right-of-way line of Jordan Street, and also the West line of Prospect Park, and also the West right-of-way line of Millard Street, and also the West line of Lots 1 and 12, Block 19, said Galesburg Addition, a distance of 857.33 feet to the point of beginning.

which real estate is to be platted into:

Oak Ridge Estates Phase III, an Addition to the City of Council Bluffs, Iowa, Lots 58 through 88 Inclusive and Outlot "C", being a Platting of part of the SW¼ of Section 24, Township 75 North, Range 44 West of the 5<sup>th</sup> 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 February 24, 2004 at 8:00 A.M. by Abstract Guaranty Company and is in one part containing 38 entries. From my examination, I find marketable title to be in. . . .

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

1. Entry #19 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 #28 showsthat the 2002 Real Estate Taxes are first one-half, paid, and second one-half, unpaid.

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

**CERTIFICATE AND RECEIPT**

=====

**STATE OF IOWA**

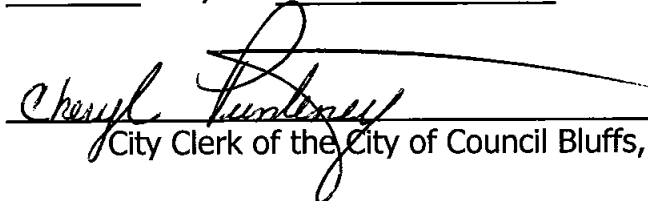
} ss.

Pottawattamie County,

The undersigned, Clerk of the City of Council Bluffs, Iowa, hereby certifies that Resolution 03-276 and Attachment A are as the same appears of record in this office.

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

this 11th day of March A.D. 2004

  
\_\_\_\_\_  
City Clerk of the City of Council Bluffs, Iowa

=====



INST # 16501  
RECORDING FEE 3000  
AUDITOR FEE \_\_\_\_\_  
RMA FEE 100 ECOM 500

FILED FOR RECORD  
MOTTAWATTAMIE CO. IA.

04 JAN 16 PM 2:59

JOHN SCIORTINO  
RECORDER

Prepared by: City of Council Bluffs Legal Department, 209 Pearl Street, Council Bluffs, Iowa 51503 (712) 328-4620  
Return to: City Clerk, 209 Pearl Street, Council Bluffs, Iowa 51503 (712) 328-4616

RESOLUTION NO. 03-276

A RESOLUTION granting final plat approval for Oak Ridge Estates Phase III.

WHEREAS, Oak Ridge Estates, LLC has requested final plat approval for a 32-lot, 19.5 acre residential subdivision to be known as Oak Ridge Estates Phase III. The proposed development is a northerly extension of Parkwild Drive, which turns south and connects to Millard Avenue; and

WHEREAS, the preliminary plan for Oak Ridge Estates Phase III was approved by Resolution No.02-280 on September 23, 2002; and

WHEREAS, the proposed subdivision is consistent with the purpose and intent of the Subdivision and Zoning Ordinances; 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 III, as shown on Attachment "A", subject to the following conditions:

1. Prior to executing the final plat, all corrections required by the Community Development Department and/or Public Works Department shall be incorporated in the final plat document.
2. Upon completion, inspection and acceptance of the required public improvements, the Developer shall provide the City with two sets of final as-built mylars, and a two-year maintenance guarantee sponsored by the Developer.
3. A water main extension agreement shall be executed prior to executing the final plat.
4. All fire hydrants shall be active and accessible prior to initiation of any framing activity in the subdivision.
5. Turn-arounds adequate for emergency apparatus shall be provided where Parkwild Drive meets the right-of-way for Mt. Vernon Street.
6. Sidewalks 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. Sidewalks shall be installed at no expense to the City along the street frontage of all outlots prior to issuance of the first building permit in Phase III.
7. Street lights shall be installed consistent with Public Works Department standards and shall be functional prior to issuance of a certificate of occupancy for any house located in the subdivision.
8. The variances approved with the preliminary plan are accepted.

- 9. Private covenants shall be provided to the Community Development Department prior to execution of the final plat, as well as the Recorder, contemporaneously with the final plat,
- 10. Tree piles located on Lots 59, 63 or 64, and 70 or 71 shall be removed prior to execution of the plat.
- 11. Lots 74 is not suitable for development and shall be incorporated with Lot 73 prior to execution of the final plat.
- 12. Lot 58 shall be redesigned to meet the minimum lot width requirement of 50 feet.
- 13. Ownership and maintenance agreements for the stormwater detention basin shall be reviewed and approved by the City prior to the execution of the final plat.
- 14. Lots 71, 72 and 73 shall be graded sufficiently to accommodate a building pad site for a single family residence prior to execution of the final plat.
- 15. Additional fill is needed along the back of curb adjacent to Lots 61, 80, 83 and 84 prior to execution of the final plat.
- 16. Additional right-of-way shall be dedicated to the public at the intersection of Millard and Park Wild Drive. Line of sight isosceles triangle from Lot 61 and Lot 80 shall be platted as city right-of-way. The triangle dimensions are 20 feet along the right-of-way line from the right-of-way line point of intersection. The triangles shall be graded and cleared of debris to adequately provide unobstructed line of sight.

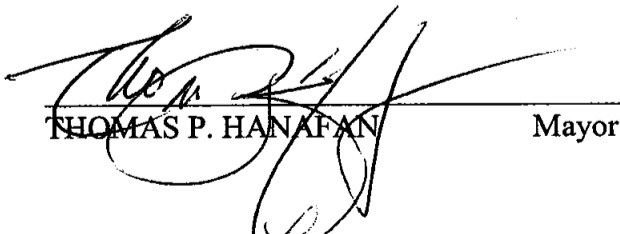
NOW, THEREFORE, BE IT RESOLVED  
 BY THE CITY COUNCIL  
 OF THE  
 CITY OF COUNCIL BLUFFS, IOWA:

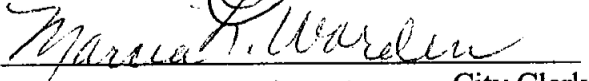
That the final plat for Oak Ridge Estates Phase III, as shown on Attachment "A", is hereby approved, subject to the conditions set forth above; and

BE IT FURTHER RESOLVED

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

ADOPTED  
 AND December 15, 2003  
 APPROVED

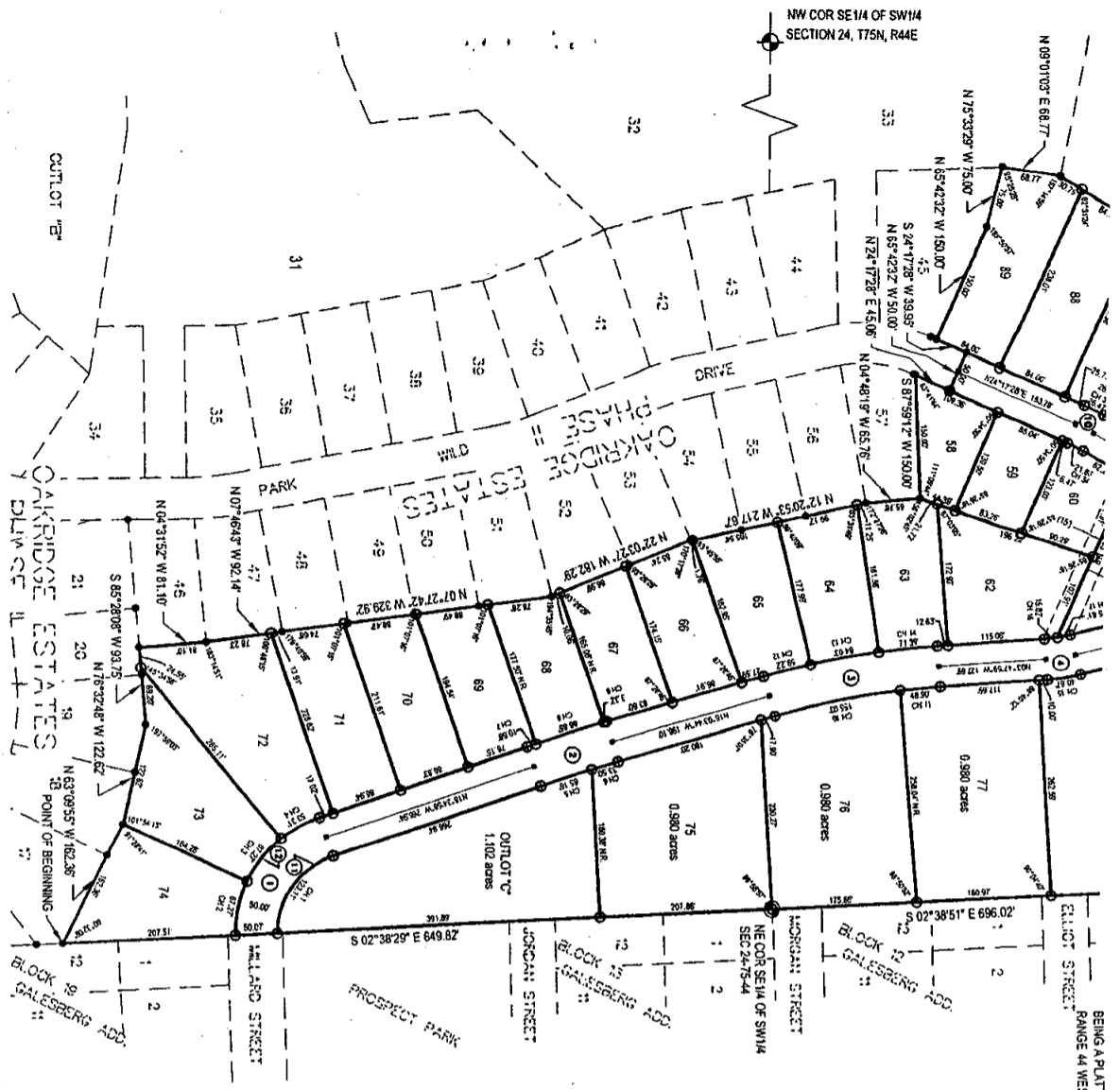
  
 \_\_\_\_\_  
 THOMAS P. HANAFAN Mayor

Attest:   
 \_\_\_\_\_  
 Marcia L. Worden Deputy City Clerk

# OAK RIDGE ESTATES PHASE III

LOTS 58 THRU 89 INCLUSIVE AND OUTLOT 'C'

BEING A PLATTING OF PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 75 NORTH, RANGE 44 WEST OF THE 5TH P.M., POTTAWATTAMEE COUNTY, IOWA.



- LEGEND**
- PINS FOUND 3/4" X 3/8" REBAR WITH ALUMINUM CAP PIPES (UNLESS OTHERWISE NOTED)
  - PINS SET 3/4" X 3/8" REBAR WITH ALUMINUM CAP PIPES
  - PINS SET 3/4" X 3/8" STEEL PILES
  - ◊ SECTION CORNER FOUND
  - ◐ CURVE CORNER FOUND
  - CURVE CHORD DATA SET TABLE

- NOTES**
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED
  2. ALL LOTS LINES ARE ROUNDED TO CURVED STRIPS UNLESS SHOWN AS (N/A)
  3. A PERPETUAL EASEMENT 5 FEET IN WIDTH IS RESERVED ALONG THE SIDE LOT LINES OF LOTS 58 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.
  4. PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS HAVE BEEN PREPARED FOR THIS DEVELOPMENT AND WILL BE RECORDED WITH THE FINAL PLAT.
  5. ALL DIMENSIONS AND ANGLES SHOWN WITH PRECEDENCES ARE FOR THE LOCATION OF EASEMENTS.

Plot No.	20000202
Date	10/14/2003
Designed By	MAJ
Drawn By: LOD	CHK BY: (CAD) MPT
CHK BY: (MSP)	CHK BY: (CAD) MPT
Scale	1" = 100'
Sheet	1 of 3

Revised	Date

**FINAL PLAT**

**OAK RIDGE ESTATES PHASE III**

COUNCIL BLUFFS, IOWA

**E&A CONSULTING GROUP, INC.**  
ENGINEERS • PLANNERS • SUPERVISORS

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

THIS SECOND AMENDED 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 in the County of Pottawattamie, State of Iowa, described as follows:

Lots 58 through 88, inclusive, Oak Ridge Estates, a subdivision as surveyed, platted and recorded in Pottawattamie County, Iowa; and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions covering Lots 1 through 30, and Outlots A and B, Oak Ridge Estates, a subdivision as surveyed, platted and recorded in Pottawattamie County, Iowa was filed in the Office of the Recorder of Pottawattamie County, Iowa in Miscellaneous Book 101 at Pages 32797 through 32807; and

WHEREAS, a First Amended Declaration of Covenants, Conditions and Restrictions covering Lots 1 through 57, inclusive, Oak Ridge Estates, a subdivision as surveyed, platted and recorded in Pottawattamie County, Iowa was filed in the office of the Recorder of Pottawattamie County, Iowa on



December 3, 2002 in Miscellaneous Book 103 Page 39549; and

WHEREAS, the above-referenced Declaration provides for amendment by Declarant for a period of seven (7) years from the date thereof; and

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

NOW THEREFORE, Declarant hereby declares that all of the properties described above 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 this Declaration shall be automatically extended for successive periods of ten (10) years, 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. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion 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 directed 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 Oak Ridge 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.

Section 9. "Properties" shall mean and refer to Lots 1 through 88, inclusive, and Outlots A and B, of those lots described in the foregoing "WHEREAS" clauses, 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 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 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 the assessment lien. However, the sale or transfer of any Lot pursuant to 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 referred to as any "Improvement") shall be constructed, erected, placed, planted, altered or changed in any manner (including color), or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express prior written approval of the Declarant. Any dog runs must be fully enclosed with fences in the rear yard only and with prior written approval of the Declarant.

**Section 2.** The Declarant shall consider general appearance, exterior color or colors, architectural character, harmony of external 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 earthtone hues will be acceptable. In this regard, Declarant intends that the Lots shall form a developed residential community with homes 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 fireplace 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.

## ARTICLE V.

### GENERAL RESTRICTIONS

Section 1. Residential Purposes 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 dedicated by Declarant, or its successors or assigns, for use in connection with a Common Facility, or as a church, school, park, or for other non-profit 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 Properties; 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 Committee. Dog runs and dog houses shall be placed at the rear of the building, concealed from public view. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two dogs, cats or other household pets maintained within the dwellings may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

**Section 5. Billboards and Nuisances 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 as "For Sale"; nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the owner or owners 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 or the construction and maintenance of buildings, if any, by Declarant, their agents or assigns, during the construction and sale of the Lots.

**Section 6. Noxious 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 ½) 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 Committee, the minimum floor area for each dwelling, exclusive of porches, breeze ways, carports and garages, shall be:

- a) A one story structure shall have not less than 1,450 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 1,750 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 or continue, 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.

## 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.** Invalidation 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.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 12<sup>th</sup> day of March, 2004.

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

By: *Ken Albrecht*  
Its: *Treasurer*

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 2004, by *Ken Albrecht*, *Treasurer* of First Management, Inc., Manager of Oakridge Estates, L.L.C., a Nebraska Limited Liability Company, on behalf of the Company

*Doneta Doehling*  
Notary Public

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