

COMPARED

FILED FOR RECORD  
POTTAWATTAMIE CO. IA.

Return to  
Peters Law Firm  
PO Box 1078  
CB 51502

ARBOR WOODS SUBDIVISION, PHASE II  
STATEMENT BY REAL ESTATE OWNER

96 SEP 12 PM 2:00

JOHN SCIORTINO  
RECORDER

STATE OF IOWA

INST # 4377  
RECORDING FEE 150<sup>00</sup>  
AUDITOR FEE —  
RMA FEE 1<sup>00</sup>

POTTAWATTAMIE COUNTY

This statement is made pursuant to Iowa Code § 354.11(1), by TriCor, Inc., an Iowa Corporation, by and through its undersigned officers, dated this 11<sup>th</sup> day of September, 1996.

1. TriCor, Inc., an Iowa Corporation, is the record owner of the following described property, to-wit:

A TRACT OF LAND LOCATED IN PART OF LOT 1 OF AUDITOR'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12, ARBOR WOODS SUBDIVISION, PHASE 1, AS PLATTED AND RECORDED IN POTTAWATTAMIE COUNTY, IOWA; THENCE SOUTH 00°00'00" WEST (RECORD BEARING) ALONG THE WEST LINE OF SAID ARBOR WOODS SUBDIVISION, A DISTANCE OF 217.74 FEET; THENCE SOUTH 29°58'28" WEST ALONG THE WEST LINE OF ARBOR WOODS SUBDIVISION, A DISTANCE OF 379.80 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONHAM AVENUE; THENCE NORTH 75°50'17" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 44.12 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE BEING CURVED TO THE RIGHT AND HAVING A RADIUS OF 1184.00 FEET, AN ARC DISTANCE OF 269.06 FEET (CHORD = 268.48', CHORD BEARING = N 69°19'41" W) TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE BEING CURVED TO THE RIGHT AND HAVING A RADIUS OF 717.00 FEET, AN ARC DISTANCE OF 323.29 FEET (CHORD = 320.56', CHORD BEARING = N 51°16'44" W) TO A POINT OF TANGENCY; THENCE NORTH 38°21'43" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 115.62 FEET; THENCE SOUTH 89°57'57" EAST, A DISTANCE OF 132.83 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 70.61 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 250.38 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 200.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GLEASON AVENUE; THENCE SOUTH 90°00'00" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 372.44 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 5.61 ACRES, MORE OR LESS.

COUNTY AUDITOR

Entered for Taxation

*Marilyn G. Drake*

1-5

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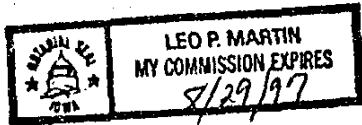
The plat of Arbor Woods Subdivision, Phase II regarding the above described property has been prepared with our free consent and in accordance with our desire.

TriCor, Inc., an Iowa Corporation

By: James M. Duggan  
James M. Duggan, President

By: Debra A. Duggan  
Debra A. Duggan, Secretary

On this 11<sup>th</sup> day of September, 1996, before me, a notary public in and for said county, personally appeared James M. Duggan and Debra A. Duggan, to me personally known, who being by me duly (sworn or affirmed) did say that they are the President and Secretary of said corporation, that the corporation has no seal, and that said instrument was signed on behalf of the said corporation by authority of its Board of Directors and the said James M. Duggan and Debra A. Duggan acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Leo P. Martin  
Notary Public

COMPARED

STATEMENT OF MORTGAGE HOLDER

STATE OF IOWA )  
 )ss.  
POTTAWATTAMIE COUNTY )

This statement is made pursuant to Iowa Code § 354.11(2), by Thomas D. Whitson and James L. Beneke, for Peoples National Bank of Council Bluffs, Iowa, dated this 10th day of September, 1996.

1. Peoples National Bank of Council Bluffs, Iowa, is the holder of a Mortgage dated May 3, 1996, and filed June 4, 1996, in Book 96, Page 35917 of the records of the Pottawattamie County Recorder's office secured by the following described property, to-wit:

Part of Lot 1, Auditor's Subdivision of the NE¼ NE¼ of Section 31, Township 75 North, Range 43 West of the 5th P.M., described as follows: Commencing at a point on the North line of said Section 31, 24.3 feet West of the Northeast Corner thereof; thence South 269.8 feet; thence South 34° 55' West, 488.8 feet to the center line of the public road as now established; thence in a Northwesterly direction along the center line of the public road, a distance of 1081.3 feet; thence East parallel to the North line of said Section 31, a distance of 168.0 feet; thence South 45° 00' East 70.71 feet; thence East 250.00 feet; thence North 233.0 feet to the North line of said Section 31, also known as the center line of Gleason Avenue; thence East along the North line of said Section 31, a distance of 746.3 feet to point of beginning, excepting any real estate conveyed contemporaneously to Robert C. Griffith pursuant to a Warranty Deed dated January 25, 1968, recorded January 25, 1968, in Book 1453, Page 451, and subject to easements of record and rights-of-way of public roads, Pottawattamie County, Iowa, EXCEPT: A part of Lot 1, Auditor's Subdivision of the NE¼ NE¼ of Section 31, Township 75, Range 43, described as follows: Beginning at a point on the North line of said Section 31, which is 635.8 feet West of the NE corner Section 31, thence South 33.0 feet to an iron pipe the South right-of-way line of Gleason Avenue; thence South 200 feet to an iron pipe; thence west 250.0 feet to an iron pipe; thence North 45 degrees West, 70.71 feet to an iron pipe thence North 150.0 feet to an iron pipe on the South right-of-way line of Gleason Avenue thence North 33.0 feet to the North line of Section 31, thence East along said North line of Section 31, 300 feet to the point of beginning, excepting the right-of-way of Gleason Avenue.

AND EXCEPT that part platted as Arbor Woods Subdivision, Phase I, described as follows:

**COMPARED**

Commence beginning at the Northeast corner of said Section 31; thence North  $90^{\circ}00'00''$  West (assumed) 23.44 feet; thence South  $00^{\circ}03'13''$  W 33.00 feet to a point on the Southerly right-of-way line of Gleason Avenue and the Point of Beginning; thence South  $00^{\circ}03'15''$  W 235.65 feet; thence South  $35^{\circ}13'12''$  W 488.53 feet to a point on the Northerly right-of-way line of Bonham Avenue; thence Northwesterly along said right-of-way line being curved to the left having a radius of 580.00 feet, and an arc distance of 139.72 feet (Chord - 139.39 feet, chord bearing -  $N68^{\circ}56'12''$  W) to a point of tangency; thence continuing along the Northerly right-of-way of said Bonahm Avenue North  $75^{\circ}50'17''$  West 154.97 feet; thence North  $29^{\circ}38'28''$  East 379.80 feet; thence North  $00^{\circ}00'00''$  West 217.74 feet to a point on the Southerly right-of-way to said Gleason Avenue; thence South  $90^{\circ}00'00''$  East (assumed) along said Southerly right-of-way line 372.55 feet to the Point of Beginning.

2. The above described real estate includes the property to be platted as Arbor Woods Subdivision, Phase II.

3. The legal description of the property to be platted as Arbor Woods Subdivision, Phase II as determined by survey is:

A TRACT OF LAND LOCATED IN PART OF LOT 1 OF AUDITOR'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12, ARBOR WOODS SUBDIVISION, PHASE 1, AS PLATTED AND RECORDED IN POTTAWATTAMIE COUNTY, IOWA; THENCE SOUTH  $00^{\circ}00'00''$  WEST (RECORD BEARING) ALONG THE WEST LINE OF SAID ARBOR WOODS SUBDIVISION, A DISTANCE OF 217.74 FEET; THENCE SOUTH  $29^{\circ}58'28''$  WEST ALONG THE WEST LINE OF ARBOR WOODS SUBDIVISION, A DISTANCE OF 379.80 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONHAM AVENUE; THENCE NORTH  $75^{\circ}50'17''$  WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 44.12 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE BEING CURVED TO THE RIGHT AND HAVING A RADIUS OF 1184.00 FEET, AN ARC DISTANCE OF 269.06 FEET (CHORD = 268.48', CHORD BEARING =  $N 69^{\circ}19'41''$  W) TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE BEING CURVED TO THE RIGHT AND HAVING A RADIUS OF 717.00 FEET, AN ARC DISTANCE OF 323.29 FEET (CHORD = 320.56', CHORD BEARING =  $N 51^{\circ}16'44''$  W) TO A POINT OF TANGENCY; THENCE NORTH  $38^{\circ}21'43''$  WEST ALONG SAID NORTHERLY RIGHT-OF-WAY

# COMPARED

LINE, A DISTANCE OF 115.62 FEET; THENCE SOUTH 89°57'57" EAST, A DISTANCE OF 132.83 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 70.61 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 250.38 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 200.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GLEASON AVENUE; THENCE SOUTH 90°00'00" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 372.44 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 5.61 ACRES, MORE OR LESS.

4. The plat for Arbor Woods Subdivision, Phase II regarding the above-described real estate has been prepared with our free consent and in accordance with our desire.

Peoples National Bank - Council Bluffs,  
Council Bluffs, Iowa.

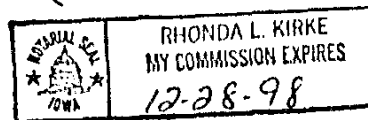
By Thomas D. Whitson  
Its CHAIRMAN, President, & CEO.

By James L. Berke  
Its Vice President

On this 10th day of September, 1996, before me, a notary public in and for said county, personally appeared Thomas D. Whitson and James L. Berke, to me personally known, who being by me duly (sworn or affirmed) did say that they are the Chairman, Pres. CEO. and Vice President of said corporation, that the seal affixed to said instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors and the said Thomas D. Whitson and James L. Berke acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Rhonda L. Kirke  
Notary Public

g:\pml\16842\strmt(a).ph2



COMPARED

September 11, 1996



PETERS  
LAW FIRM,  
P.C.

233 PEARL STREET  
P. O. BOX 1078  
COUNCIL BLUFFS,  
IOWA 51502-1078  
712-328-3157

FAX: 712-328-8092

GLENWOOD OFFICE  
10 NORTH WALNUT  
GLENWOOD, IA 51534  
712-527-4877

FAX: 712-527-3418

NEOLA OFFICE  
401 FRONT STREET  
NEOLA, IA 51559  
712-485-2265

JAMES A. CAMPBELL  
C. DENNIS LEU  
DENNIS M. GRAY  
JAMES A. THOMAS  
LYLE W. DITMARS  
SCOTT H. PETERS  
JOHN M. McHALE  
JACOB J. PETERS  
LEO P. MARTIN  
SCOTT J. ROGERS  
JON E. HEISTERKAMP  
EDEAN M. MURRAY  
MATTHEW G. WOODS

TriCor, Inc.  
c/o James M. Duggan, President  
1705 McPherson  
Council Bluffs, IA 51503

Examined by  
Peters Law Firm, P.C.

Abstract Opinion # 3844

and

Peoples National Bank  
1600 West Broadway  
Council Bluffs, IA 51501

RE: Examination of Abstract  
Our File No. 16842

TO WHOM IT MAY CONCERN:

As requested, I have completed an examination of the Abstract of Title provided as to the following described real estate situated in Pottawattamie County, State of Iowa, described to-wit:

A tract of land located in part of Lot 1 of Auditor's Subdivision of the Northeast quarter of the Northeast quarter of Section 31, Township 75 North, Range 43 West of the 5TH P.M., Council Bluffs, Pottawattamie County, Iowa, more particularly described as follows:

Beginning at the Northwest corner of Lot 12, Arbor Woods Subdivision, Phase 1, as Platted and recorded in Pottawattamie County, Iowa; thence South 00°00'00" West (record bearing) along the West line of said Arbor Woods Subdivision, a distance of 217.74 feet; thence South 29°58'28" West along the West line of Arbor Woods Subdivision, a distance of 379.80 feet to a point on the Northerly right-of-way line of Bonham Avenue; thence North 75°50'17" West along said Northerly right-of-way line, a distance of 44.12 feet to a point of curvature; thence Northwesterly along said right-of-way line being curved to the right and having a radius of 1184.00 feet, an arc distance of 269.06 feet (Chord = 268.48', chord bearing = N 69°19'41" W) to a point of compound curvature; thence continue Northwesterly along said right-of-way line being curved to the right and having a radius of 717.00 feet, an arc distance of 323.29 feet (Chord = 320.56', chord bearing = N 51°16'44" W) to a point of tangency; thence North 38°21'43" West along said Northerly right-of-way line, a distance of 115.62 feet; thence South 89°57'57" East, a distance of 132.83 feet; thence South 45°00'00" East, a distance of 70.61 feet; thence South 90°00'00" East, a distance of

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250.38 feet; thence North 00°00'00" East, a distance of 200.00 feet to a point on the Southerly right-of-way line of Gleason Avenue; thence South 90°00'00" East along said Southerly right-of-way line, a distance of 372.44 feet to the point of beginning. The above described tract of land contains 5.61 acres, more or less.

The Abstract in One Part contains Entries numbered 1 through 87, both inclusive, from the Patent, and is certified through August 14, 1996, at 8:00 o'clock a.m., plus Entry number 88 only filed as shown (no search of any kind made on September 10, 1996) last certified Guaranty Company of Council Bluffs, Iowa.

## TITLE

We find marketable title in fee simple to be in TriCor, Inc. pursuant to a Warranty Deed dated May 3, 1996, and filed May 7, 1996, in Book 96, Page 32744 as disclosed at Entry #81.

## EXCEPTIONS

1. Entry #82 discloses a Mortgage granted to Peoples National Bank by TriCor, Inc. in the amount of \$415,000.00 dated May 3, 1996, and filed June 4, 1996, in Book 96, Page 32744. This Mortgage is a first lien upon the real estate.
2. Entry #65 discloses Zoning Ordinance No. 3967, passed and approved March 6, 1972, and filed March 23, 1972, in Book 72, Page 3769. This ordinance was amended to change Ordinance No. 3967 to No. 3968, recorded in Book 72 at Page 4446. You are referred to the Ordinance for further particulars. Entry #77 refers to Abstract Entry #65 to show that ordinance number 5216 was passed and approved on May 8, 1995, and filed June 5, 1995, in Book 95, Page 29415 to amend Title 15 Zoning of the Municipal Code of Council Bluffs, Iowa, to add "Re-single family residential estates". This is a record of Book 95, Page 27640. That Abstract entry also discloses that Ordinance No. 5217 was passed and approved on May 8, 1995, and filed June 5, 1995, in Book 95, Page 29419, which amends Title 14 Subdivisions of Municipal Code of Council Bluffs, Iowa, by adding "residential estates subdivisions". Both Ordinances affect sanitary sewers in areas of the City of Council Bluffs where typography or capacity of the existing system makes the use impractical. You are referred to those ordinances for further particulars.
3. Entry #66 discloses City of Council Bluffs Ordinance No. 4589, passed and approved April 9, 1984, filed April 13, 1984, in Book 84, Page 18582, which amends the Municipal Code Chapter 1413 regarding subdivision of lots within two miles of the corporate limits of the city. You are referred to the ordinance for further particulars.

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4. Entry #67 discloses Ordinance No. 4942 amending the setback requirements for C-2 and C-3 commercial districts (Sections 15.15.070 and 15.16.060 of the Municipal Code of Council Bluffs, Iowa). This ordinance was passed and approved March 26, 1990. You are referred to the record for further particulars.

5. Entry #69 discloses the following:

IT IS NO LONGER POSSIBLE FOR THIS COMPANY TO CERTIFY TO SPECIAL ASSESSMENTS AND/OR UNPAID FEES FOR SERVICES FOR SEWER SYSTEMS, STORM WATER DRAINAGE SYSTEMS, SEWAGE TREATMENT, SOLID WASTE COLLECTION, WATER, AND SOLID WASTE DISPOSAL, WHICH HAVE BEEN CERTIFIED TO THE COUNTY TREASURER FOR COLLECTION UNLESS THESE CHARGES HAVE BEEN ENTERED ON THE TAX BOOKS. WE WILL CONTINUE TO SHOW ALL THOSE WHICH ARE ON THE TAX BOOKS.

6. Entry #70 discloses the following:

"INASMUCH as the office of the County Treasurer indexes Buildings on Leased Land and assessments for Machinery and Equipment in such a manner it is impossible to determine if there are any which would attach to the real estate under examination, we do not certify to such assessments."

7. Entry #72 discloses:

"NO SEARCH made for Bankruptcies filed subsequent to 1 October 1979. Your attention is directed to the Bankruptcy Clerk of Federal Court, Des Moines, Iowa where said matters are now filed of record."

8. Entry #76 discloses a United States Public Land Survey corner certificate of land survey monuments situated in Section 31, T75N, R43W of the 5th P.M., Pottawattamie County, Iowa, which was recorded in Book 95, Page 23900, on April 10, 1995.

9. Entry #84 discloses City of Council Bluff, Iowa Ordinance #5255, passed and approved March 25, 1996, filed April 3, 1996 in Book 96, page 28310 which repeals and reenacts Chapter 15.12 "P-R/Planned Residential Overlay District". This ordinance covers a statement of intent, applicability, height and setback requirements, lot coverage, density requirements, and development plan review procedure. Note for further information you are referred to the record.



10. Entry #85 discloses Ordinance #5264 which is an ordinance to amend Title 15 of the 1995 Municipal Code of Council Bluffs, Iowa, by amending Chapter 15.01 "Title", 15.02 "Interpretation of Standards", and 15.20 "Accessory Uses", and by repealing Chapters 15.04 "Districts and Boundaries", 15.05 "General Provision", 15.25 "Fees", 15.26 "Administration, Enforcement and Interpretation", and 15.29 "Land Use Intensity Provisions" in their entirety. This ordinance was passed and approved on May 20, 1996 and was filed for record on May 29, 1996 in Book 96, page 35300. Chapter 15.20 regarding accessory uses includes sections regarding home occupation; fences, walls and hedges; lighting controls; yard exceptions and permitted intrusions into required yards. Since this ordinance may impact the use of the property, you are referred to the record for further details.

11. Entry #86 discloses a lien search including liens in district and federal courts of Pottawattamie County as to the following persons, ONLY:-

Ten years last past - Duggan Land Development, Inc.; TriCor, Inc.

12. Entry #87 discloses that the general taxes for the year 1994 and prior years, paid, general taxes for the year 1995, unpaid (P-001035000008476).

**CAUTIONARY INSTRUCTIONS**

This examination does not constitute a certification that any building or other improvement situated upon the described property are within the platted boundary lines. Such determination could only be made by survey.

This examination does not constitute a certification that any fences or other apparent boundary line markers are situated upon the platted boundaries of the land. This determination could only be made by survey.

If any person is in possession other than the titleholders named in this opinion, you should make inquiry to determine the nature and extent of the claimed right of possession.

You are charged with notice of any visible easements such as power lines, and if any such easements exist, you should make inquiry to determine the nature and extent of the claimed easement right.

Under Iowa law, any person who furnishes labor, services, or materials, incident to the construction of any building or other improvement upon real estate, may file a Mechanic's Lien against the real estate, within ninety days after completion of the improvements, if the improvements have not been paid for. You should therefore satisfy yourself that no recent improvements have been made on

# COMPARED

the property, or if any such improvements have been made, you should satisfy yourself that all bills, in connection with the improvements, have been paid.

You are charged with notice of any rights to access to and from highways and streets which may be designated as "controlled access facilities" by the state and local authorities.

You are charged with notice that the use of any real estate located in the State of Iowa may be subject to restrictions relating to Flood Plain Zoning; these restrictions on use are administered by the Iowa Department of Water, Air, and Waste Management in conjunction with local and federal authorities. In the event the real estate described herein appears to be physically located in an area where there is a potential for flooding from any source, you are directed to consult with the City or County officers having charge of zoning matters to determine whether or not restrictions may apply by virtue of Flood Plain Zoning.

The Abstract has not disclosed the existence of hazardous substance, pollutants, contaminants, hazardous wastes, underground storage tanks, drainage wells, active or abandoned water wells, and other environmentally regulated activities. You are cautioned that federal, state and local legislation may, in the event there are environmental and/or public health violations, permit injunctive relief and require removal, remedial actions and/or other "clean up". The cost of such "clean up" may become a lien against the real estate, and a party interested in the real estate may incur personal liability even though said party may not have disposed of any hazardous substances, pollutants, contaminants, or hazardous waste on the real estate or used any underground storage tanks or wells.

You should, therefore, make a careful inspection of the property to determine that such environmental contamination or conditions do not exist. You may also want to consider the following:

- a) Inquire as to past uses of the property to determine if such uses could have resulted in any contamination or future contamination of the property or the groundwater, and ascertain whether any adjoining property has been or is being used for a purpose which has or could result in contamination of the property under examination; and
- b) Make a visual inspection and/or conduct professional testing to confirm the real estate is free of environmental hazards and contamination.

The laws of the U.S.A. relating to bankruptcy provide that all bankruptcy cases are to be filed with the Clerk of the Bankruptcy Court. Since the clerk's office is not in the county in which the real estate is situated, the Abstract company cannot certify whether or not the title to the real estate is affected

COMPARED

Page 6

September 11, 1996

thereby. If a concern should be present regarding the effects of bankruptcy upon the title of the subject real estate, an inquiry should be made to the office of the Clerk of Bankruptcy Court in Des Moines, Iowa.

We are retaining the Abstract pending further instructions.

Sincerely,

PETERS LAW FIRM, P.C.

By: Leo P. Martin  
Leo P. Martin

An additional last minute search regarding liens and judgments was completed by Abstract Guaranty on September 12, 1996 at 2:00 p.m.

PETERS LAW FIRM, P.C.

By: Edean M. Murray  
Edean M. Murray

LPM:ajw

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## CERTIFICATE AND RECEIPT

=====

STATE OF IOWA,

} ss.

Pottawattamie County,

The undersigned, Clerk of the City of Council Bluffs, Iowa, hereby certifies that: Resolution No. 96-182 is a true and correct copy.

\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

as the same appears of record in this office.

Witness my hand and seal of the City of Council Bluffs, Iowa, this 10th day of September A.D. 1996.

  
Clerk of the City of Council Bluffs, Iowa.



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# COMPARED

PREPARED BY: City of Council Bluffs Legal Department, 209 Pearl Street, Council Bluffs, IA 51503 (712) 328-4630  
RETURN TO: City Clerk, 209 Pearl Street, Council Bluffs, IA 51503

## RESOLUTION NO. 96-182

A RESOLUTION granting final plat approval for a subdivision to be known as Arbor Woods Addition - Phase 2, located southeast of the intersection of Gleason Avenue and Bonham Avenue.

WHEREAS, Tricor, Inc. has applied for final plat approval for Phase 2 of Arbor Woods Addition under Chapter 14.13 of the Municipal Code; and

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

WHEREAS, rather than three lots with a cul-de-sac, as proposed in the preliminary plan, the area of Lot 35 is one lot with direct access from Bonham Avenue. With that exception and some minor adjustments in lot lines, the final plat is consistent with the preliminary plan approved by the City Council in Resolution No. 94-122 on May 9, 1994; and

WHEREAS, the Community Development Department recommends approval of the final plat of the subdivision to be known as Arbor Woods Addition - Phase 2, as shown on Attachment "A", subject to the following conditions:

1. Sidewalks shall be installed at no cost to the City, along the front of Lots 20 through 34, prior to issuance of a Certificate of Occupancy for each house. Sidewalk is also required along the Bonham Avenue side of Lot 20 and Lot 34 prior to issuance of a Certificate of Occupancy. Due to grade changes and the planned reconstruction of Bonham Avenue, sidewalk along the Bonham Avenue side of Lot 35 shall not be required.
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 complete all required public improvements not yet completed and/or certified and accepted by the Public Works Department.
3. The developer shall provide the City with a two-year maintenance bond, upon acceptance of all required improvements.
4. Prior to executing the final plat, all technical corrections required by the Community Development and/or Public Works Departments will be incorporated into the final plat document.

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

COMPARED

RESOLUTION NO. 96-182

PAGE TWO

That final plat for the Arbor Woods Addition - Phase 2 is hereby approved; and

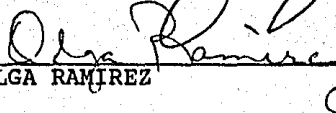
BE IT FURTHER RESOLVED

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

ADOPTED  
AND  
APPROVED August 26, 1996

  
THOMAS P. HANAEAN Mayor

Attest:

  
OLGA RAMIREZ City Clerk

Planning Case #SUB-96-008

97-10697

4-C

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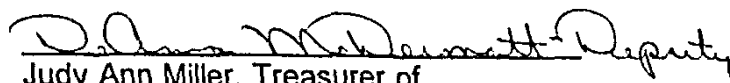
CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, Judy Ann Miller, Treasurer of Pottawattamie County, Iowa, hereby certify that the land included in Arbor Woods Subdivision Phase II is free from certified taxes and certified special assessments. The legal description of said property is:

A TRACT OF LAND LOCATED IN PART OF LOT 1 OF AUDITOR'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12, ARBOR WOODS SUBDIVISION, PHASE 1, AS PLATTED AND RECORDED IN POTTAWATTAMIE COUNTY, IOWA; THENCE SOUTH 00°00'00" WEST (RECORD BEARING) ALONG THE WEST LINE OF SAID ARBOR WOODS SUBDIVISION, A DISTANCE OF 217.74 FEET; THENCE SOUTH 29°58'28" WEST ALONG THE WEST LINE OF ARBOR WOODS SUBDIVISION, A DISTANCE OF 379.80 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONHAM AVENUE; THENCE NORTH 75°50'17" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 44.12 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE BEING CURVED TO THE RIGHT AND HAVING A RADIUS OF 1184.00 FEET, AN ARC DISTANCE OF 269.06 FEET (CHORD = 268.48', CHORD BEARING = N 69°19'41" W) TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE BEING CURVED TO THE RIGHT AND HAVING A RADIUS OF 717.00 FEET, AN ARC DISTANCE OF 323.29 FEET (CHORD = 320.56', CHORD BEARING = N 51°16'44" W) TO A POINT OF TANGENCY; THENCE NORTH 38°21'43" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 115.62 FEET; THENCE SOUTH 89°57'57" EAST, A DISTANCE OF 132.83 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 70.61 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 250.38 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 200.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GLEASON AVENUE; THENCE SOUTH 90°00'00" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 372.44 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 5.61 ACRES, MORE OR LESS.

Dated this 10<sup>th</sup> day of Sept, 1996.

  
Judy Ann Miller, Treasurer of  
Pottawattamie County, Iowa

COMPARED

CERTIFICATE REGARDING DECLARATION OF RESTRICTIONS  
FOR ARBOR WOODS SUBDIVISION PHASE II

STATE OF IOWA )  
 )ss.  
COUNTY OF POTTAWATTAMIE )

We hereby certify that the following document will be recorded with the Pottawattamie County Recorder contemporaneous with the filing of the final plat of Arbor Woods Subdivision Phase II:

A. Declaration of Restrictions for Arbor Woods Subdivision Phase II.

We hereby certify that we will meet all equal opportunity and fair marketing requirements consistent with federal, state, and local guidelines.

Tricor, Inc.

By: James M. Duggan Date 9-11-96  
James M. Duggan, President

By: Debra A. Duggan Date 9-11-96  
Debra A. Duggan, Secretary

On this 11<sup>th</sup> day of September, 1996, before me, a notary public in and for said county, personally appeared James M. Duggan and Debra A. Duggan, to me personally known, who being by me duly (sworn or affirmed) did say that they are the President and Secretary of said corporation, that no seal has been procured by the said) corporation, and that said instrument was signed on behalf of the said corporation by authority of its Board of Directors and the said James M. Duggan and Debra A. Duggan acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Leo P. Martin  
Notary Public



**COMPARED**

**DECLARATION OF RESTRICTIONS FOR ARBOR WOODS SUBDIVISION PHASE II**

This Declaration is made this 11<sup>th</sup> day of September, 1996, by Tricor, Inc., an Iowa corporation, by and through its undersigned officers, hereinafter called "Developer".

**ARTICLE I**

**STATEMENT OF INTENT**

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

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

Developer further declares that this declaration of restrictions for Arbor Woods Subdivision, Phase II shall apply to the subject real estate only and shall not extend to other additional real estate.

**ARTICLE II**

**DEFINITIONS**

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

(1) "The Properties" shall mean and refer to all such existing properties as are subject to this Declaration, and all Common Areas, in the residential community known as Arbor Woods Subdivision Phase II.

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

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

COMPARED

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

(5) "Developer" shall mean and refer to Tricor, Inc., an Iowa corporation, its successors and assigns.

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

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

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

### ARTICLE III

#### Section 1.

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

#### Section 2.

Setback Lines. No part of any residence, except as hereinafter provided, may be erected or maintained on any of the lots nearer to the front street than twenty-five (25) feet. Provided, however, that Developer shall have and does hereby reserve the right with the consent in writing of the record owner of the fee simple title to any such Lot, to change any building line on any such Lot or Lots, without the necessity of obtaining

# COMPARED

consent from the record owner or owners of other Lots in the Subdivision that are not affected by the change, so long as the change conforms to such front, rear and side setback lines as are contained in the Pottawattamie County, Iowa Zoning Ordinance for the City of Council Bluffs, Iowa as the same is now enforced or may hereafter be amended.

## Section 3.

Dwelling Size. With the exception of Lot 35, any residence one story in height erected on any of said Lots shall contain a minimum of one thousand (1,000) square feet of enclosed floor area. Any residence one story in height erected on Lot 35 shall contain a minimum of one thousand two hundred (1,200) square feet of enclosed floor area. The words "enclosed floor area" as used in this Section 3 shall include in all cases areas on the first and second floor of the residence enclosed and finished for all-year occupancy computed on outside measurement of the residence, and shall not include any area in any basement, garage, porch or attic finished for all-year occupancy and further shall not include any area in any basement, garage, porch or attic finished or unfinished. No residence erected on any of said lots shall be more than two stories in height, unless consented to in writing by Developer. Developer shall have and hereby reserves the right to reduce the floor area requirement set forth above, provided the total reduction for any one residence may not exceed twenty (20) percent of such minimum floor area requirements for such residence.

## Section 4.

### Approval of Plans, General Contractors and Post-Construction Changes.

a. No Residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof and the name of the licensed general contractor have been submitted to and approved in writing by the Developer or, in the case of delegation of such approval power by Developer as provided herein. Nor shall any change or alteration in such building plans, specifications, exterior color scheme, materials, location, elevation, grade and landscaping thereof or the licensed general contractor be made until such change or alterations has been submitted to and approved in writing by the Developer.

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

# COMPARED

by the Developer or, in the case of delegation of such approval power by Developer as provided herein.

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

## Section 5.

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

## Section 6.

### Building or Uses Other Than For Residential Purposes; Noxious Activities; Miscellaneous

a. Except as otherwise provided in Article III, Section 1 above, a Residence or Exterior Structure shall not be placed, erected or used for business, professional, trade or commercial purposes on any Lot, provided, however that this restriction shall not prevent a Lotowner from maintaining an office area in their residence which is not their principal place of business.

b. No noxious or offensive activity shall be carried on with respect to any Lot, nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area, or be permitted to accumulate or remain on any Lot except such compost facilities as may be approved by Developer in writing, nor shall anything be done which may be or become an annoyance or a nuisance to the neighborhood, including but not limited to mechanical work on automotive or other equipment of any kind. Each Lotowner shall properly maintain their Lot in a neat, clean and orderly fashion. All Residences and Exterior Structures shall be kept and maintained in good condition and repair at all times. Developer retains the right to keep and maintain such materials and

# COMPARED

equipment as it deems reasonably necessary to further development of this and any adjacent property owned by Developer.

c. No vehicles including but not limited to trailers, buses, campers, motor homes, recreational vehicles, boats, trucks, or commercial vehicles or any similar apparatus shall be parked, maintained or stored on any Lot or in any Common Area or on the street for more than a 24 hour period provided that a limited exception is made for Lot 35 to permit the parking of campers, recreational vehicles and boats behind the back building line on Lot 35.

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

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

f. All public utilities shall be underground.

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

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

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

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

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

COMPANED

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

Section 7.

Exterior Structures.

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

b. All basketball goals shall be free-standing and not attached to the residence unless the Developer or its designee determines that there are compelling reasons for the basketball goal to be attached to the residence. All basketball goals shall be consistent with the standard designs and materials to be selected by the Developer or its designee. All backboards shall be clear or white and made of fiberglass, plastic or other approved materials. All poles shall be an earthtone color and of one-piece construction. There shall be no more than two basketball goals per Lot. The location of each goal shall be approved by Developer. The Developer or its designee shall have the right to establish reasonable rules regarding the hours of the use of basketball goals and any such rules shall be binding upon all of the Lots.

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

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

e. All residential fences and privacy screens (other than those installed by Developer) shall be consistent with the standard designs, heights and materials to be selected by the Developer or its designee. All fences shall be constructed with the finished side out. Fences or privacy screens shall not be made of metal other than wrought iron, or chain link fence of a maximum height of 48 inches. Except for Lot 35, all fences or privacy screens shall start at a point no more than three (3) feet in front of the back building line of the house and then extend from that point to the back of the Lot. Fences or privacy screens on Lot 35 may also be located in the front or side yards. All fences must be maintained and kept up on a regular basis.

# COMPARED

## Section 8.

Animals. No animal of any kind shall be raised, bred or kept on any Lot except that dogs or cats that are household pets may be kept, as long as they are in compliance with the City of Council Bluffs, Iowa, Zoning Ordinance of Pottawattamie County, Iowa, as the same is now enforced or may hereafter be amended.

## Section 9.

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

## Section 10.

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

## Section 11.

Landscaping and Lawns. Prior to occupancy, and in all events within five months after commencement of construction, all front and back lawns, including all areas between each Residence and any adjacent street, regardless of the distance and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully seeded and shall remain fully seeded at all times thereafter; provided, however, that a Lotowner may leave a portion of the Lot as a natural area with the express written permission of the Developer. Except for Lot 35, all vegetable gardens shall be located in the backyard. The Owner of each Lot shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four inches and shall properly maintain and replace all trees and landscaping. Noxious weeds and plants shall be kept seasonably mowed and dead or unsightly growth shall be removed from all improved Lots. All fence lines will be kept clean of weeds and brush.

## Section 12.

Easements for Public Utilities; Drainage; Maintenance. The Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water mains and lines, electric and telephone lines and other utilities, and to give or grant right-of-ways or easements and rights-of-way

# COMPARED

shown on the recorded plat of the Properties or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of all Lotowners in the Properties as a cross-easement for utility line or service maintenance.

## ARTICLE IV

### GENERAL PROVISIONS

#### Section 1.

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

#### Section 2.

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

#### Section 3.

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

#### Section 4.

Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to



# COMPARED

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

## Section 5.

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

## Section 6.

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

Tricor, Inc.

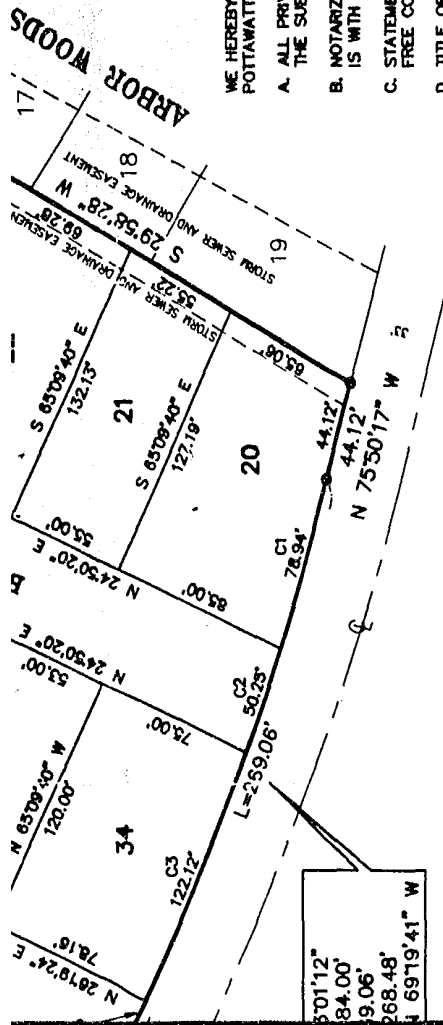
By James M. Duggan  
James M. Duggan, President

By Debra A. Duggan  
Debra A. Duggan, Secretary

On this 11<sup>th</sup> day of September, 1996, before me, a notary public in and for said county, personally appeared James M. Duggan and Debra A. Duggan, to me personally known, who being by me duly (sworn or affirmed) did say that they are the President and Secretary of said corporation, that no seal has been procured by the said corporation, and that said instrument was signed on behalf of the said corporation by authority of its Board of Directors and the said James M. Duggan and Debra A. Duggan acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Leo P. Martin  
Notary Public



**STANDARD UTILITY EASEMENTS**  
 FRONT 10.00 FEET  
 REAR 10.00 FEET  
 SIDE 10.00 FEET (5.00 FEET EACH SIDE)

- WE HEREBY CERTIFY THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUS WITH 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. STATEMENT OF MORTGAGE HOLDER, IF ANY, THAT THE PLAT IS PREPARED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE MORTGAGE HOLDER.
  - D. TITLE OPINION LETTER OF ATTORNEY.
  - E. CERTIFIED RESOLUTION OF EACH GOVERNING BODY AS REQUIRED BY IOWA CODE SEC. 354.8
  - F. CERTIFIED STATEMENT OF THE COUNTY TREASURER THAT THE SUBDIVIDED LAND IS FREE FROM TAXES.

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

*James M. Higgins* President 9-11-96  
 TRICOR, INC., OWNER

COMMUNITY DEVELOPMENT  
*James M. Higgins*  
 APPROVED BY DIRECTOR, COMMUNITY DEVELOPMENT

CITY COUNCIL:  
*Thomas B. Johnson*  
 APPROVED BY MAYOR

ATTESTED TO BY:  
*Olga Ramirez*  
 CITY CLERK

**DEDICATION:**  
 KNOW ALL PEOPLE OF THESE PRESENTS: THAT TRICOR, INC. BEING THE SOLE OWNER(S) AND PROPRIETOR(S) OF THE LAND DESCRIBED IN THE LEGAL DESCRIPTION AND ENERGED WITHIN THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND TO BE KNOWN AS ARBOR WOODS ADDITION PHASE 2 LOTS 20 THROUGH 35 INCLUSIVE AND WE HEREBY RATIFY AND APPROVE OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND THAT ALL STREETS, CIRCLES, AND AVENUES ARE DEDICATED TO THE PUBLIC. IN WITNESS WHEREOF WE DO HEREUNTO SET OUR HANDS THIS 11 DAY OF September, 1996 A.D.

*James M. Higgins* President  
 TRICOR, INC., OWNER

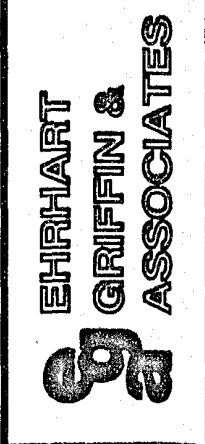
*Patricia A. Hoffman*  
 PATRICIA A. HOFFMAN  
 MY COMMISSION EXPIRES  
 February 1, 1999

DATE 9-11-96

MR'S CERTIFICATE  
 SURVEYING DOCUMENT WAS PREPARED BY SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

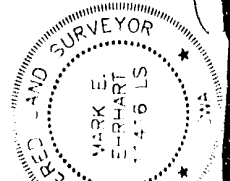
LIC. NO. 11418  
 FEB 31, 1997

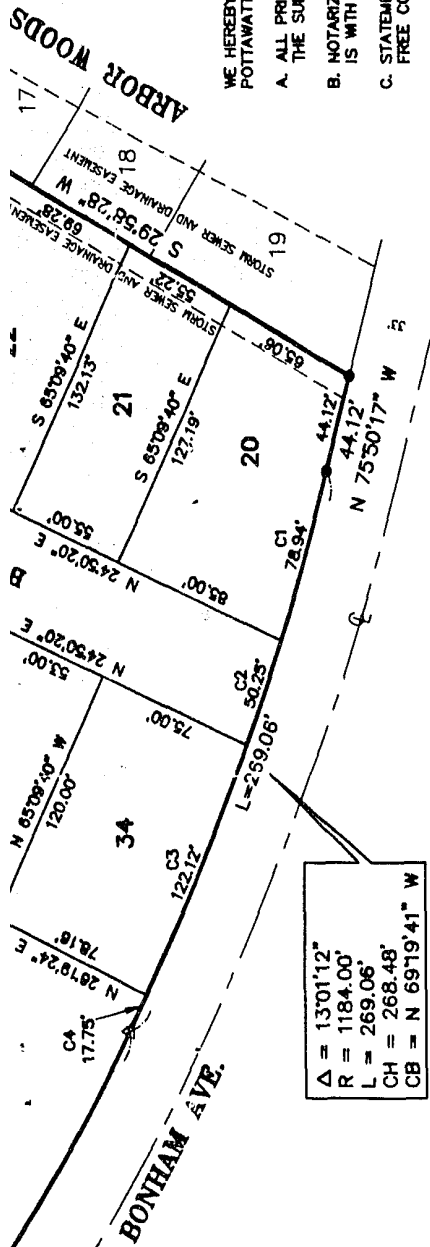
Project No. 940029	ARBOR WOODS ADDITION PHASE 2
ENGINEERING	PLANNING
3915 Cumming Street • Omaha, Nebraska 68131 • 402 / 551-0631	LAND SURVEYING



97-10710

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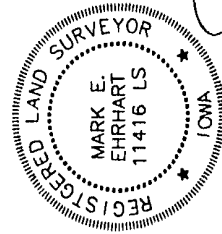
**DEDICATION:**

KNOW ALL PEOPLE OF THESE PRESENTS: THAT TRICOR, INC. BEING THE SOLE OWNER(S) AND PROPRIETOR(S) OF THE LAND DESCRIBED IN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND TO BE KNOWN AS ARBOR WOODS ADDITION PHASE 2 LOTS 20 THROUGH 35 INCLUSIVE AND WE HEREBY RAIFY AND APPROVE OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND THAT ALL STREETS, CIRCLES, AND AVENUES ARE DEDICATED TO THE PUBLIC. IN WITNESS WHEREOF WE DO HEREUNTO SET OUR HANDS THIS

11 DAY OF September, 1998 A.D.

Tricor, Inc., Owner  
*Patricia A. Hoffman*  
 My Commission Expires February 1, 1999

DATE 9-11-96



**LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MARK E. EHRHART  
 DATE 9/29/96 LIC. NO. 11416  
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 1997

Project No. 940029



ENGINEERING  
 3915 Curming St

LENGTH	TANGENT	CHORD	BEARING	DELTA
N 73°55'41" W				03°49'13"
N 70°48'07" W				02°25'54"
N 66°37'54" W				05°54'34"
N 63°14'51" W				00°51'31"
N 11°25'56" E				26°48'47"
N 11°45'37" W				19°34'20"
S 04°37'57" W				52°21'29"
S 52°29'16" W				43°21'09"
N 81°19'15" W				48°01'48"
N 35°18'58" W				46°58'45"
N 12°07'52" E				43°54'57"
N 46°16'08" E				24°21'34"
S 41°38'57" W				33°56'35"

97-10710

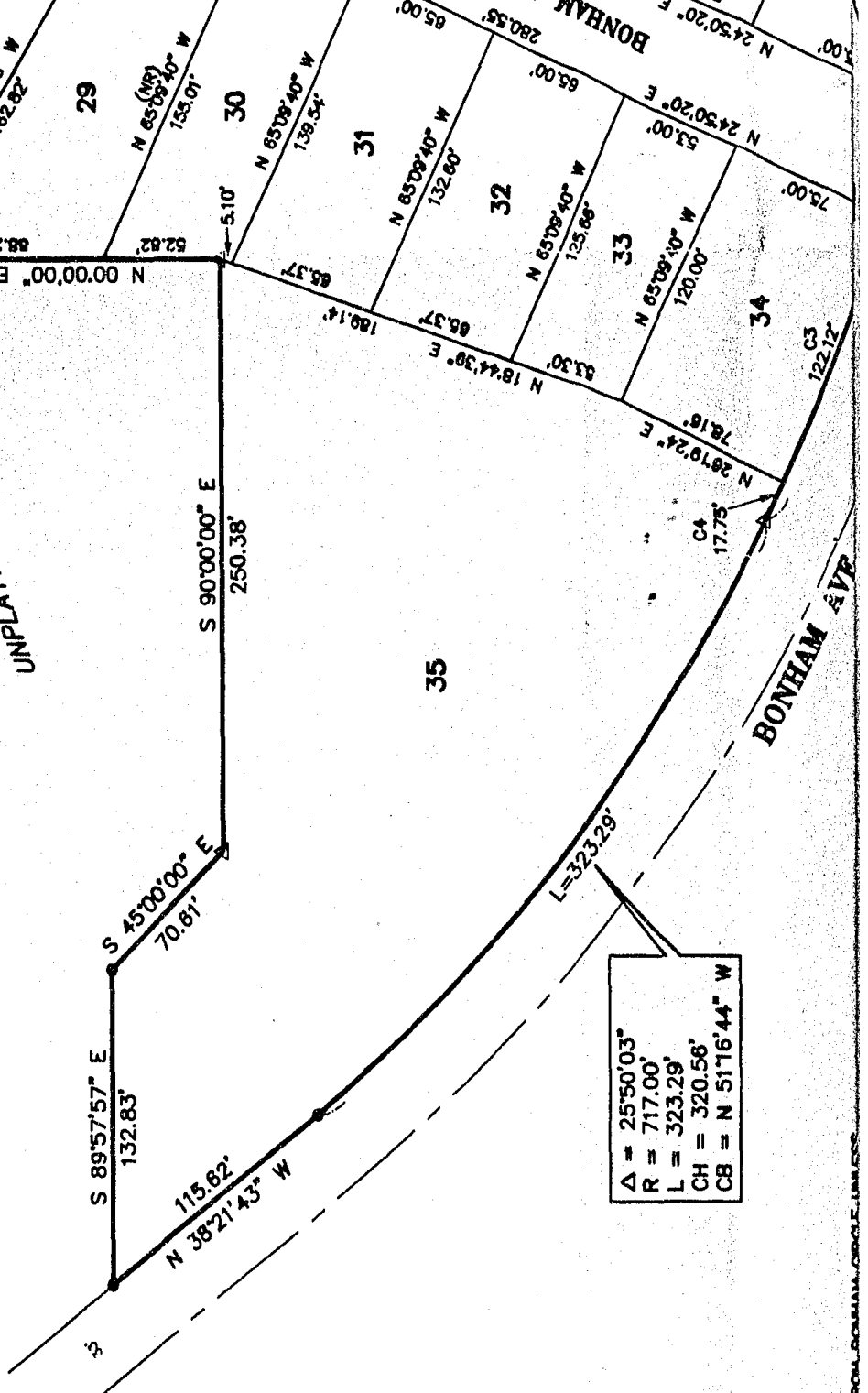
- WE HEREBY CERTIFY POTTAWATTAMIE COUNTY THE SUBJECT DEV
- A. ALL PRIVATE RES IS WITH THE FREE
- B. NOTARIZED CERTI IS WITH THE FREE
- C. STATEMENT OF M FREE CONSENT A
- D. TITLE OPINION LET
- E. CERTIFIED RESOLU
- F. CERTIFIED STATEM FREE FROM TAXES
- WE HEREBY CERTIFY OBJECTIVES CONSIST
- TRICOR, INC., OWNER
- COMMUNITY DEVELOP
- APPROVED BY DIR
- CITY COUNCIL: *Patricia A. Hoffman*
- APPROVED BY MAYO
- ATTESTED TO BY: *Patricia A. Hoffman*
- CITY CLERK: *Patricia A. Hoffman*



# ARBOR WOODS ADDITION PHASE 2

BEING A PORTION OF LOT 1 OF AUDITOR'S SUBDIVISION OF  
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31,  
TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5th P.M.,  
COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

UNPLATTED



27401-46

MARK E. DEHART - SURVEYOR & ASSOCIATES, 3015 QUINN STREET, QUAKA, NEBRASKA 68131-1211 - (402) 551-0831

SURVEYOR'S NOTES

ALL LOT LINES ARE DISTINGUISHED BY RADIAL FROM BONAAM, CIRCLES, UNLESS

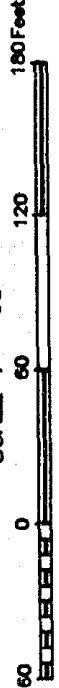
MARKED BACK

97-10713



NORTH

SCALE 1" = 60'



**LEGEND**

- △ SET SURVEY POINT
- FOUND SURVEY POINT
- CRIMPED TOP PIPE
- OPEN TOP PIPE
- STAR DRILL HOLE
- CHISELED "X" IN CONCRETE
- P PLAT DISTANCE
- A ACTUAL DISTANCE
- R RECORDED DISTANCE
- C CALCULATED DISTANCE

**STANDARD UTILITY EASEMENTS**

FRONT	10.00 FEET
REAR	10.00 FEET
SIDE	10.00 FEET (5.00 FEET EACH SIDE)

