

BK 101F

RECORDED

Entered for Taxation

JAN 19 2001

BK 101 PG 34652

FINAL PLAT OF

COLONEIL VILLAGE PHASE 2

BEING A RE-SUBDIVISION OF PART OF LOT 4, AUDITOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, AND OUTLOT 1 OF COLONEIL VILLAGE PHASE 1, ALL IN TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY IOWA.

OWNERS AND DEVELOPERS:

JJNB PROPERTIES, LLC.
301 WEST BROADWAY
COUNCIL BLUFFS, IOWA 51503

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE THOMAS P. HANAFAN

ATTESTED TO BY:

CITY CLERK: OLGA RAMIREZCOMMUNITY DEVELOPMENT DIRECTOR: DONALD GROSS

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA, HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN COLONEIL VILLAGE PHASE 2 IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

TREASURER OF POTTAWATTAMIE COUNTY, IOWA: JUDY ANN MILLER

NOTES:

A 5.00-FOOT WIDE PERMANENT EASEMENT ON EACH SIDE OF ALL SIDE LOT LINES AND A 10.00-FOOT WIDE PERMANENT EASEMENT ALONG ALL FRONT LOT LINES AND ALL REAR LOT LINES ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES.

THE SETBACK LINE IS 25.00 FEET FROM THE FRONT LOT LINE OF EACH LOT.

This drawing is being made
for use in this project in
accordance with the provisions
of the agreement for professional
services, when associated herewith,
assumes no liability for any use of
this drawing or any part thereof
except in accordance with the
terms of the above agreement.

Ingym
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
Council bluffs omaha

SLH
SCH
dram
defined
MGS
approved
date 12/13/00
revision

PAGE 2

FILED FOR RECORD
POTTAWATTAMIE CO. IA.

01 JAN 19 AM 10:38

JOHN SOICARTINO
RECORDER

INST # 11700

RECORDING FEE 160⁰⁰

AUDITOR FEE

RMA FEE 1⁰⁰

1-12-01

DATE

1-12-01

DATE

1-12-01

DATE

1-19-01

DATE

FINAL PLAT OF COLONEIL VILLAGE PH

BEING A RE-SUBDIVISION OF PART OF LOT 4, AUDITOR'S SUBC
QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, AND (C
PHASE 1, ALL IN TOWNSHIP 75 NORTH, RANGE 43 WEST OF TH
CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY IOWA.

OWNERS AND DEVELOPERS:

JUNB PROPERTIES, LLC.
301 WEST BROADWAY
COUNCIL BLUFFS, IOWA 51502

CITY COUNCIL

Thomas P. Hanaford
APPROVED BY MAYOR: THE HONORABLE THOMAS P. HANAFORD

ATTESTED TO BY:

Olga Ramirez
CITY CLERK: OLGA RAMIREZ

COMMUNITY DEVELOPMENT DIRECTOR: DONALD GROSS

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA, HEREBY CE
VILLAGE PHASE 2 IS FREE FROM CERTIFIED TAXES AND CERTIFIED

Judy Ann Miller
TREASURER OF POTTAWATTAMIE COUNTY, IOWA: JUDY ANN MILLER

NOTES:

A 5.00-FOOT WIDE PERMANENT EASEMENT ON EACH SIDE OF
WIDE PERMANENT EASEMENT ALONG ALL FRONT LOT LINES AN
THE INSTALLATION AND MAINTENANCE OF UTILITIES.

THE SETBACK LINE IS 25.00 FEET FROM THE FRONT LOT LINE.

.. PO Box 919, Council Bluffs, IA 51502, (712) 323-0530

Auditor's Subdivision of the Southeast Quarter of the Northeast Quarter
75 North, Range 43 West of the Fifth Principal Meridian, City of
Iowa, bounded and described as follows:

said Section 19;

theast Quarter of the Northeast Quarter (SE1/4 NE1/4). South 88
28.32 feet;

} seconds West, 74.35 feet;

; seconds West, 35.48 feet to the northeast corner of Lot 9, Coloneil

neil Village Phase 1, North 00 degrees 26 minutes 38 seconds West,
Lot 1 in said Coloneil Village Phase 1;

seconds East, 161.24 feet;

; seconds East, 177.93 feet to a point on the south line of Green

in Tree Subdivision, South 89 degrees 36 minutes 48 seconds East,
Lot 12 in said Green Tree Subdivision, said corner being on the east
northeast Quarter (SE1/4 NE1/4);

agrees 03 minutes 33 seconds East, 977.53 feet to the Point of

nal Plat of Coloneil Village Phase 1, is included for purposes of
il Bluffs as part of East View Drive.

or less.

JUNB PROPERTIES, LLC., BEING THE SOLE
ED IN THE LEGAL DESCRIPTION AND

LEGAL DESCRIPTION:

A parcel of land, being part of Lot 4, Auditor's Subdivision of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 19, Township 75 North, Range 43 West of the Fifth Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa, bounded and described as follows:

Beginning at the east quarter corner of said Section 19;

thence along the south line of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4), South 88 degrees 49 minutes 11 seconds West, 428.32 feet;

thence North 00 degrees 26 minutes 38 seconds West, 74.35 feet;

thence South 89 degrees 31 minutes 53 seconds West, 35.48 feet to the northeast corner of Lot 9, Coloneil Village Phase I;

thence along the east line of said Coloneil Village Phase I, North 00 degrees 26 minutes 38 seconds West, 737.53 feet to the northeast corner of Lot 1 in said Coloneil Village Phase I;

thence South 89 degrees 37 minutes 12 seconds East, 161.24 feet;

thence North 00 degrees 20 minutes 33 seconds East, 177.93 feet to a point on the south line of Green Tree Subdivision;

thence along the south line of said Green Tree Subdivision, South 89 degrees 36 minutes 48 seconds East, 306.70 feet to the southeast corner of Lot 12 in said Green Tree Subdivision, said corner being on the east line of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4);

thence along said east line, South 00 degrees 03 minutes 33 seconds East, 977.53 feet to the Point of Beginning.

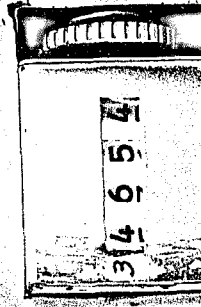
Also, all of Outlot 1 as shown on the Final Plat of Coloneil Village Phase I, is included for purposes of dedication of same to the City of Council Bluffs as part of East View Drive.

Said parcel contains 9.997 acres, more or less.

DEDICATION:

KNOW ALL PEOPLE OF THESE PRESENTS: THAT JUNB PROPERTIES, LLC., BEING THE SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE LEGAL DESCRIPTION AND

3-00 11:42:12 am EST



dedication of same to the City of Council Bluffs as part of East View Drive.

Said parcel contains 9.997 acres, more or less.

DEDICATION:

KNOW ALL PEOPLE OF THESE PRESENTS: THAT JUNB PROPERTIES, LLC., BEING THE SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND TO BE KNOWN AS COLONEIL VILLAGE, PHASE 2, LOTS 1 THROUGH 16, INCLUSIVE, AND DOES HEREBY SET ASIDE OUTLOT 1, COLONEIL VILLAGE PHASE 2 FOR GREEN SPACE AND DRAINAGE AND IS TO BE OWNED AND MAINTAINED BY JUNB PROPERTIES OR ITS SUCCESSORS OR ASSIGNS. JUNB PROPERTIES, LLC., ALSO, WITH THIS PLAT, HEREBY DEDICATES TO THE CITY OF COUNCIL BLUFFS, IOWA, THE RIGHT-OF-WAY FOR EAST VIEW DRIVE, INCLUDING OUTLOT 1, COLONEIL VILLAGE, PHASE 1, JUNB PROPERTIES, LLC., HEREBY RATIFIES AND APPROVES OF OUR PROPERTY AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF WE DO HEREBY SET OUR HAND THIS 29th DAY OF Dec 2000.

JUNB PROPERTIES, LLC.

John H. Jerkovich
MANAGER/MEMBER
JOHN H. JERKOVICH

Neil R. Bach
MEMBER
NEIL R. BACH

STATE OF IOWA

} SS
COUNTY OF POTTAWATTAMIE

ON THIS 29th DAY OF December, 2000, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN H. JERKOVICH AND NEIL R. BACH, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN DID SAY THAT THEY ARE ALL OF THE MEMBERS OF SAID LIMITED LIABILITY COMPANY, THAT NO SEAL HAS BEEN PROCURED BY THE SAID LIMITED LIABILITY COMPANY AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF THE SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS MANAGERS AND THE SAID JOHN H. JERKOVICH AND NEIL R. BACH ACKNOWLEDGED THE EXECUTION OF SAID INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY BY IT VOLUNTARILY EXECUTED.

Christine M. Ritter

NOTARY PUBLIC



THE SUBDIVISION AS IT APPEARS HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF JUNB PROPERTIES, LLC.

John H. Jerkovich
JOHN H. JERKOVICH
JUNB PROPERTIES, LLC.

DATE

RECORDED

BK101PG34655

NOTES:

A 5.00-FOOT WIDE PERMANENT EASEMENT ON EACH SIDE OF ALL SIDE LOT LINES AND A 10.00-FOOT WIDE PERMANENT EASEMENT ALONG ALL FRONT LOT LINES AND ALL REAR LOT LINES ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES.

THE SETBACK LINE IS 25.00 FEET FROM THE FRONT LOT LINE OF EACH LOT.

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 SUBDIVISION.
- B. A NOTARIZED STATEMENT FROM THE MORTGAGE HOLDER OR LIENHOLDER, IF ANY, THAT THE PLAT IS PREPARED WITH THEIR CONSENT AND IN ACCORDANCE WITH THEIR DESIRE, AND THAT THEIR LIEN IS PARTIALLY RELEASED FOR ALL AREAS CONVEYED OR DEDICATED TO THE GOVERNING BODY AND FOR PUBLIC USE.
- C. CERTIFIED RESOLUTION OF EACH GOVERNING BODY APPROVING THE THE SUBDIVISION OR WAIVING THE RIGHT TO REVIEW.

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

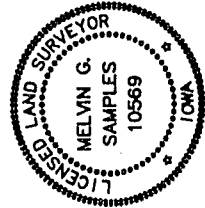
IN WITNESS WHEREOF WE DO HERETO SET OUR HANDS THIS 29TH DAY OF Dec, 2000.

JUNB PROPERTIES, LLC.

John H. Jerkovich
JOHN H. JERKOVICH
MANAGER/MEMBER

NEIL R. BACH

Neil R. Bach



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Melvin G. Samples 12-17-00
MELVIN G. SAMPLES, P.L.S. DATE
License Number 10569
My license renewal date is December 31, 2000
Pages or sheets covered by this seal:
SHEET 1 OF 2 SHEET 2 OF 2

Project: FINAL PLAT OF COLONEL VILLAGE PHASE 2
PT OF LOT 4, AUD. SUB., SET 1/4 NE1/4, SEC 19-75-43, CB, IOWA
Client: JUNB PROPERTIES, L.L.C.
301 WEST BROADWAY, COUNCIL BLUFFS, IOWA 51503
Sheet: FINAL PLAT

Project no. 10580
Sheet 1 OF 2

BK101P634656

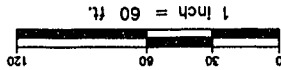
COMPAED

This drawing is being made available by hyn associates inc. for use on this project in accordance with hyn associates inc. agreement for professional services. hyn associates inc. assumes no liability for any use of this drawing or any part thereof except in accordance with the terms of the above agreement.

hyn

ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

date	12/13/00
revision	
drawn	SLH
checked	SCH
designed	MGS
approved	
date	



CENTERLINE CURVE DATA

①	$\Delta = 90^{\circ}25'18''$	$R = 124.81'$	$T = 125.73'$	$A = 196.97'$
②	$\Delta = 18^{\circ}16'43''$	$R = 175.00'$	$T = 28.15'$	$A = 55.83'$
③	$\Delta = 17^{\circ}00'25''$	$R = 175.00'$	$T = 26.16'$	$A = 51.94'$

64 DAKS SUB.

$S00^{\circ}03'33''E$
 $S00^{\circ}04'46''E$

977.53
977.53

366.22'

153.18'

131.65'

LOT 6

LOT 5

$N49^{\circ}20'03''E$
 $CAG 55.55'$
 $CAG 55.55'$

$S30^{\circ}02'35''E$
 $277.81'$

SECTION,

LLAGE, PHASE 2

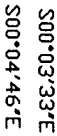
FOUND REBAR
W/ CAP #3628
-- 0.27' SOUTH
OF LINE

EAST 1/4 CORNER,
SECTION 19,
T75N, R43W
& POINT OF BEGINNING

224.45' 20'-WIDE
PERPETUAL
EASEMENT FOR
DRAINAGE

BK101PG34657

CONFIDENTIAL BK101PG34



977.53'(S)
977.59'(R1)

(S) SURVEYED AS
(R) RECORDED ON FINAL PLAT OF COLONEL
VILLAGE, PHASE 1, SURVEYED BY ROGERS
SURVEYING, DATED 1-02-96
(R) RECORDED ON PLAT OF SURVEY, BY
KENNETH'S SURVEYING, DATED 9-1-94, AND
FILED IN BOOK 95, PAGE 7321 IN THE
OFFICE OF THE POTAWATOMIE COUNTY

①

T = 125.73'
A = 196.97'

00000000 BK 1 0 1 PG 34658

GE PHASE 2


$$\Delta = 90.25'18''$$

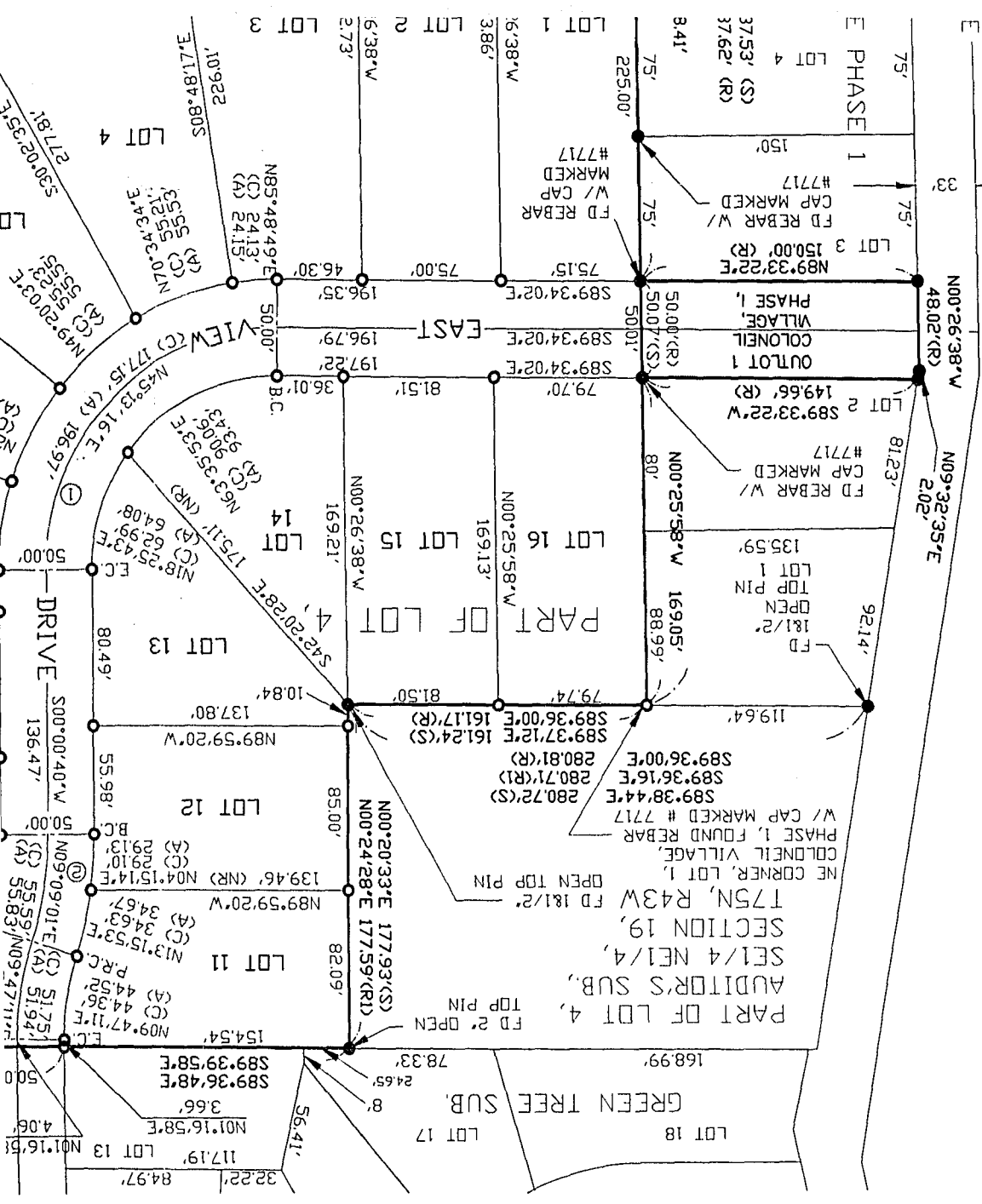
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CONFIDENTIAL
BK 101 PG 34659

10

FINAL PLAT OF

COLONEIL VILLAGE PH



RECORDED 19940630101 KB

2 OF 2

sheet

10580

project no

FINAL PLAT OF COLONEL VILLAGE PHASE 2

project PT OF LOT 4, AUD. SUB., SE1/4 NE1/4, SEC 19-75-43, CB, IA

client JNB PROPERTIES, L.L.C.

301 WEST BROADWAY, COUNCIL BLUFFS, IOWA 51503

FINAL PLAT

sheet

12/13/00

date

revision

drawn

SCH

designed

MGS

approved

date

revision

drawn

SCH

designed

MGS

approved

date

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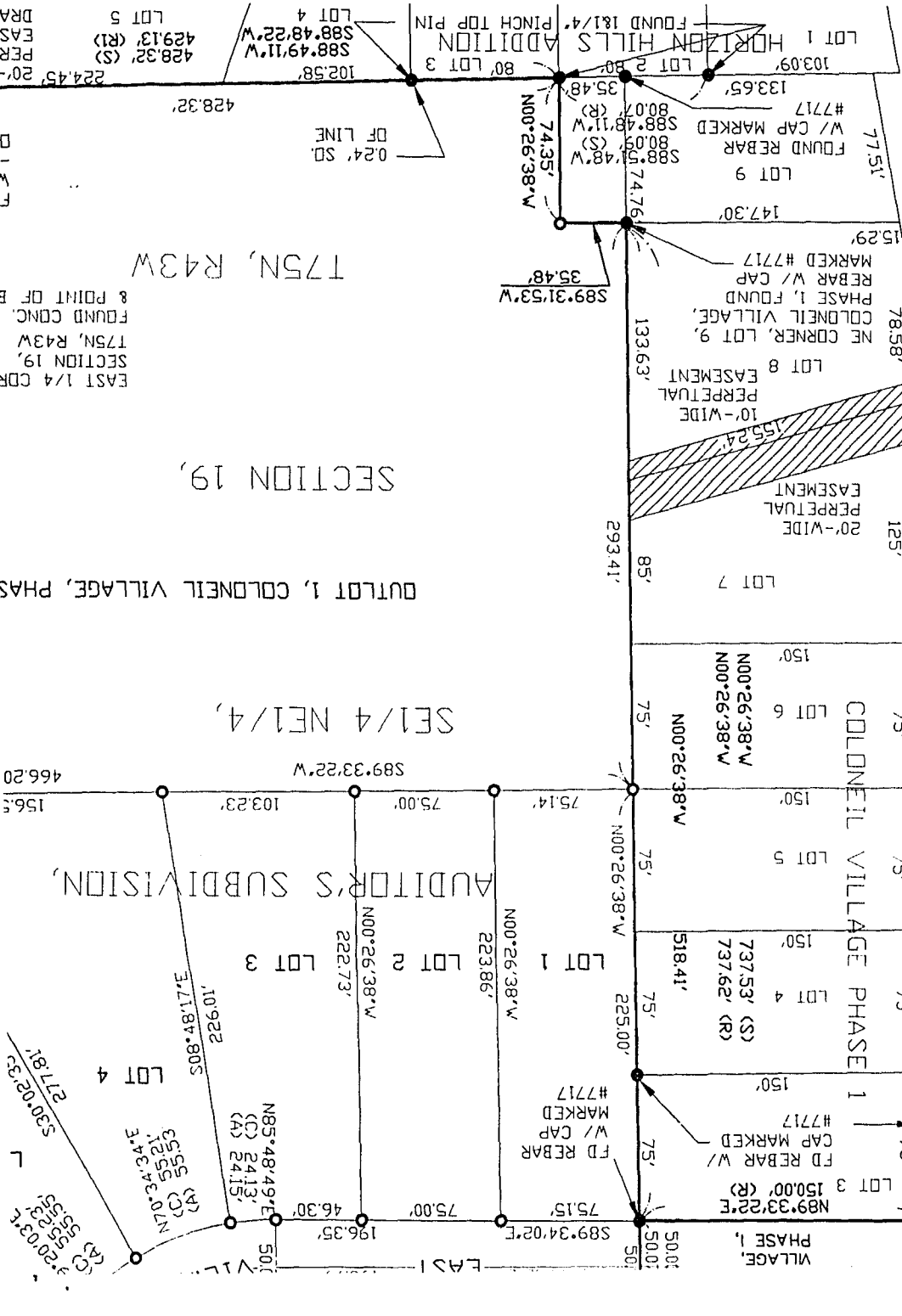
approved

date

revision

drawn

SCH



COMPARED

Preparer

Information: Richard A. Heininger, P.O. Box 249, Council Bluffs, IA 51502, Telephone: (712) 328-1833

CONSENT OF MORTGAGEE TO PLATTING

Firstar Bank, N.A., is the holder of one mortgage on property that is part of the plat to which this Consent of Mortgagee is attached. The first mortgage was executed by Neil R. Bach and Sharon A. Bach, husband and wife, on November 30, 2000, acknowledged December 8, 2000, filed for record December 20, 2000, and recorded in the Pottawattamie County Recorder's Office in Book 101, Page 29738, as Instrument No. 10079. Said mortgage covers real estate which is now known as and shown on the Final Plat of Coloneil Village Phase 2. The real estate as described on the Owner's Certificate attached to said plat is certain real estate which is being laid out into lots as designated by the attached plat of Coloneil Village Phase 2, City of Council Bluffs, Pottawattamie County, Iowa, pursuant to Chapter 354, Code of Iowa 1999, as amended.

Firstar Bank, N.A., as the holder of said mortgage, hereby consents to said platting, and said consent is given pursuant to the provisions of §354.11(2), Code of Iowa, 1999, as amended. Since a portion of the property designated on the plat is to be conveyed or dedicated to the local governmental unit within which such land is located, this Consent of Mortgagee shall constitute a partial release of said mortgage for all areas conveyed to the local governmental unit or dedicated to the public. Said Consent by Firstar Bank, N.A. shall in no way be deemed a release, either total or partial, of any

RAH/ConsentofMortgageetoPlatting.lrp.wpd(0437-00)01.0401

BK101PG34662

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interest in the remainder of the tract of land not conveyed to the local governmental unit or dedicated to the public that arises out of the mortgage as referred to above, and said Consent shall in no way subject Firststar Bank, N.A., to any expense or liability as a result of said platting procedure.

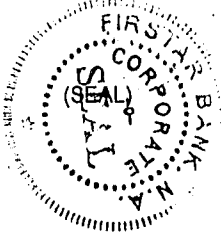
FIRSTAR BANK, N.A.

BY: James E. Hughes
JAMES E. HUGHES, REGIONAL PRESIDENT

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

On this 8th day of January, 2001, before me the undersigned, Notary Public, here and for said County and State, personally appeared James E. Hughes, to me personally known, who being by me duly sworn, did say that he is the Regional President of said corporation executing the within and foregoing instrument of that corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said James E. Hughes, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Sarah F Nelson
NOTARY PUBLIC IN AND FOR SAID STATE



BK 101 PG 34663

COMPARED

SMITH PETERSON LAW FIRM

EST. 1908

35 MAIN PLACE, SUITE 300

P.O. BOX 249

COUNCIL BLUFFS, IOWA 51502

(712) 328-1833

FAX (712) 328-8320

email@smithpeterson.com

PARTNERS •

*ROBERT J. LAUBENTHAL

*RICHARD A. HEININGER

*LAWRENCE J. BECKMAN

*GREGORY G. BARNTSEN

*STEVEN H. KROHN

*JOSEPH D. THORNTON

*THOMP J. PATTERMANN

DANIEL L. FRETHEIM

+PAUL M. SHOTKOSKI

ASSOCIATE

*MISTY L. LESLIE

RAYMOND A. SMITH (1892-1977)
JOHN LEROY PETERSON (1894-1969)

OF COUNSEL
HAROLD T. BECKMAN

OMAHA OFFICE
9290 West Dodge Road, Suite 205
Omaha, NE 68114

REGISTERED IN IOWA AND NEBRASKA
+ LICENSED IN IOWA, NEBRASKA AND ILLINOIS

January 19, 2001

Pottawattamie County Recorder
Pottawattamie County Courthouse
227 South 6th Street
Council Bluffs, IA 51501

RE: Abstract Opinion/Coloneil Village Phase 2/Platting

We have examined abstract of title to:

A parcel of land, being part of Lot 4, Auditors Subdivision of the SE¼
NE¼ of Section 19, Township 75, Range 43, City of Council Bluffs,
Pottawattamie County, Iowa, bounded and described as follows:

Beginning at the East Quarter Corner of said Section 19;
thence along the South line of said SE¼ NE¼ North
88°49'11" West 428.32 feet; thence North 00°26'38" West
74.35 feet; thence South 89°31'53" West, 35.48 feet to the
Northeast Corner of Lot 9, Coloneil Village Phase I; thence
along the East line of said Coloneil Village Phase I, North
00°26'38" West 737.53 feet to the Northeast Corner of
Lot 1 in said Coloneil Village Phase I; thence South
89°37'12" East 161.24 feet; thence North 00°20'33" East,
177.93 feet to a point on the South Line of Green Tree
Subdivision; thence along the South Line of said Green
Tree Subdivision, South 89°36'48" East, 306.70 feet to the
Southeast Corner of Lot 12 in said Green Tree
Subdivision, said corner being on the East line of said
SE¼ NE¼; thence along said East Line, South 00°03'33"
East, 977.53 feet to the Point of Beginning.

Also, all of Outlot 1 as shown on the Final Plat of Coloneil
Village Phase 1.

BK 101 PG 34664

COMPARED

Page 2
January 19, 2001

The abstract was last certified to by Abstract Guaranty Company consisting of 159 total entries in two parts with the last part thereof consisting of 92 consecutively numbered entries and extending from the U.S. Government to November 20, 2000, at 8:00 o'clock A.M.

We have conducted our examination under the provisions of the Iowa Marketable Title Act. We find marketable title at the time of last certification of the abstract as shown by the abstract to be in JJNB PROPERTIES, L.L.C., an Iowa Limited Liability Company, subject only to the following:

1. At Entry #92, Part B, the general taxes for the year 1999 and prior years are shown paid for Parcel #0-35-163-718-001-001 and #0-35, 37-718. We assume that the reference to the general taxes for 1999 is a reference to the fiscal year 1999-2000 taxes due and payable in fiscal 2000-2001.
2. At Entry #61, Part B, the abstractor makes the notation that it is no longer possible 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 those charges have been entered on the tax books. You are hereby advised that there may be additional fees due which have not been entered on the tax books.
3. At Entry #62, Part B, the abstractor makes the notation that they do not certify to assessments for buildings on leased land or assessments for machinery and equipment, as the County Treasurer indexes those assessments in such a manner as it is impossible to determine whether there are any which would attach to the real estate.
4. At Entry #92, Part B, a lien search was shown for JJNB Properties, L.L.C., an Iowa Limited Liability Company, Neil R. Bach and Sharon A. Bach for ten years last past to November 20, 2000, at 8:00 o'clock A.M.
5. At Entry #57, #59, #74, #80, #81, #82, #83, #84, and #85, Part B, the abstractor makes a notation that the property under examination is controlled by the City of Council Bluffs Zoning Ordinance. We advise you that zoning and building codes may govern your ability to rebuild, remodel, add other buildings or change the use of the property under examination. You should satisfy yourself

BK101PG34665

COMPARED

Page 3
January 19, 2001

that your intended use and future needs of the property under examination qualify under the zoning and building codes and classifications.

6. At Entry #58, Part B, the abstractor makes note of the City of Council Bluffs Ordinance number 4589. This ordinance mandates that any property owner who owns land within the City of Council Bluffs or within two miles of the corporate limits of the City of Council Bluffs and who subdivides or proposes a lot line adjustment to the land, must commence proceedings under the City's subdivision ordinance.
7. At Entry #4, Part B, is shown the Auditor's Plat of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19-75-43, dated May 4, 1922, and filed February 12, 1923, in Book 559 at Page 77.
8. At Entry #77, Part B, as part of the platting procedures for the above addition are shown protective covenants for Coloneil Village, Phase I, one of which reserves an easement over Out Lot 1 for access to part of Lot 4, Auditor's Subdivision SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19-75-43 lying East of Coloneil Village, Phase I. The covenants are dated January 5, 1996, and filed January 9, 1996, in Book 96 at Page 19129. At Entry #78, said covenants were re-recorded on March 15, 1996, in Book 96 at Page 25965.
9. This Examiner has reviewed a Mortgage which was filed after the abstract was last updated from Neil R. Bach and Sharon A. Bach to Firststar Bank, N.A. in the amount of \$230,000.00, dated November 30, 2000 and acknowledged December 8, 2000. Said mortgage was recorded on December 20, 2000 in Book 101 at Page 29738 as Instrument #10079. The mortgage contains six months redemption and sixty days abandonment in the event of a foreclosure and transfer of property as well as acceleration clauses, and secures loans and future advances up to \$230,000.00, plus interest.
10. At Entry #90, Part B, is shown an Easement to City of Council Bluffs, Iowa, for the use and benefit of the Council Bluffs City Water Works, dated October 23, 2000 and filed October 24, 2000 in Book 101 at Page 19233 as Instrument #6340, for the construction, maintenance, repair, etc. of underground water pipe lines and mains and appurtenances.

BK101PG34666

COMPARED

Page 4
January 19, 2001

11. At Entry #56, Part B, is shown a survey prepared by Kenneth Lee Dukes, dated September 13, 1994, and filed September 20, 1994, in Book 95 at Page 7321. An easement for the Simms Avenue right of way is shown on said survey.
12. Your attention is called to the fact that you should investigate certain matters not shown by the abstract, including the boundaries of the property, whether there is anyone other than record titleholders in possession of all or part of the property having any claims against the property, whether the property meets building codes and fire codes and has smoke detectors, whether there are public improvements in process or recently made in the vicinity for which special assessments might later be made, whether there has been any construction or improvement within the last 90 days for which Mechanic's Liens might later be filed, whether there are restrictions or controls by governmental authorities on usage of the property or on access to public streets or highways, and any rights acquired by adverse possession by fences, driveways, etc., which might be indicated upon inspection or survey of the premises.
13. You should determine whether any solid wastes, hazardous substances, pollutants, above or below ground storage tanks, drainage wells, water wells, landfill sites or other environmentally regulated conditions exist on the property. Such conditions are not ordinarily shown in the abstract, but they may result in injunctions, fines, required cleanup, or other remedial actions under federal, state or local laws. These laws may impose liens against the property and personal liability against the owner, even though the owner did nothing to create the condition, and acquired the property without knowing about it. You should carefully inspect the property or have an environmental assessment completed by a professional. If you are uncertain about what are hazardous materials you should contact the Environmental Protection Agency or the Iowa Department of Natural Resources.
14. At Entry #64, Part B, your attention is called to the fact that the abstractor's certificate specifically excludes a search of the records for bankruptcies since all bankruptcies are now filed in the Bankruptcy Clerk's Office. You should contact the Bankruptcy Clerk to determine if any bankruptcies have been filed since a bankruptcy may affect the title to the real estate.
15. The abstract does not mention whether there are any garbage assessments or sewer and water bills remaining unpaid. We advise you that these bills become

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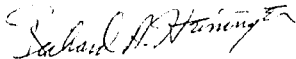
COMPARED

Page 5
January 19, 2001

a lien upon the property when certified to the County Treasurer's Office. You should check with the City Clerk or water company to determine if there are any such assessments that are unpaid. Your check should be done as close to the time of closing your transaction as possible. If any of these items remain unpaid, then they should be paid prior to the time of closing or sufficient assets should be retained to insure that those items are in fact paid.

16. You are cautioned that Iowa has a fence law which determines your rights and obligations regarding the maintenance of boundary fences. You should determine by asking the neighbors if there are any fencing agreements that are not of record which affect the line and boundary fences. Your investigation should be done before closing the transaction and if there are any agreements, you should be made aware of the terms and conditions of those agreements and you should check with the seller to see if those are in fact the terms and conditions of the fencing agreements. It is always advisable to have any fencing agreement in written form and recorded.

Very truly yours,



RICHARD A. HEININGER
Title Guaranty Division Member #1849

RAH/J:\043700\@AOColonell Village.rob.wpd

Direct Email: raheininger@smithpeterson.com

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COMPARED

CERTIFICATE AND RECEIPT

=====

STATE OF IOWA,

} ss.

Pottawattamie County,

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

hereby certifies that: Resolution No. 00-294 and Attachment "A" is a true and
correct copy

as the same appears of record in this office.

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

____ 5th ____ day of ____ January ____ A.D. 2001 ____

Olga Ramirez
City Clerk of the City of Council Bluffs, Iowa



=====

BK101PG34669

INST # **10244**
RECORDING FEE 2000
AUDITOR FEE _____
RMA FEE 100

CONFIDENTIAL

FILED FOR RECORD
POTTAWATTAMIE CO. IA.

00 DEC 26 AM 8:47

JOHN SCIORTINO
RECORDER

(P)44
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. 00-294

A RESOLUTION granting final plat approval for Coloneil Village Phase 2, located east of Simms Avenue along extended East View Drive south and returning to Simms Avenue.

WHEREAS, JJNB, L.L.C., has requested final plat approval for a 16-lot single family residential subdivision to be known as Coloneil Village Phase 2. The proposed subdivision is located on approximately 10 acres east of Simms Avenue between Spencer Avenue and Horizon Drive, as shown on Attachment "A"; and

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

WHEREAS, the final plat of Coloneil Village Phase 2 is generally consistent with the preliminary plan approved on June 26, 2000, by Resolution No. 00-178; 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 Coloneil Village Phase 2, as shown on Attachment "A", subject to the following conditions:

1. Prior to executing the final plat, all required public improvements shall be installed at developer's expense and accepted by the City, or the City shall be in receipt of a performance guarantee in an amount determined by the Public Works Department to be sufficient to finish all required public improvements not yet completed and/or certified and accepted by the Public Works Department, including installation of sidewalk along the East View Drive side of Lots 2 and 3 in Coloneil Village Phase 1.
2. All public improvements shall be accepted within one year of plat approval by the City Council.
3. Prior to executing the final plat, all technical corrections required by the Community Development Department and/or Public Works Department shall be incorporated in the final plat document.
4. The developer shall provide the City with two sets of as-built construction drawings and a two-year maintenance bond, upon acceptance of all required improvements. The developer shall sponsor the maintenance bond.
5. All fire hydrants shall be active and accessible prior to any framing activity in the subdivision.
6. Sidewalk shall be installed, at no expense to the City, along the street frontage of each lot prior to the issuance of a certificate of occupancy for each house.

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COMPARED

RESOLUTION NO. 00-294

PAGE TWO

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

That the final plat for Coloneil Village Phase 2, as shown in 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 18th, 2000
APPROVED



THOMAS P. HANAGAN Mayor

Attest: 

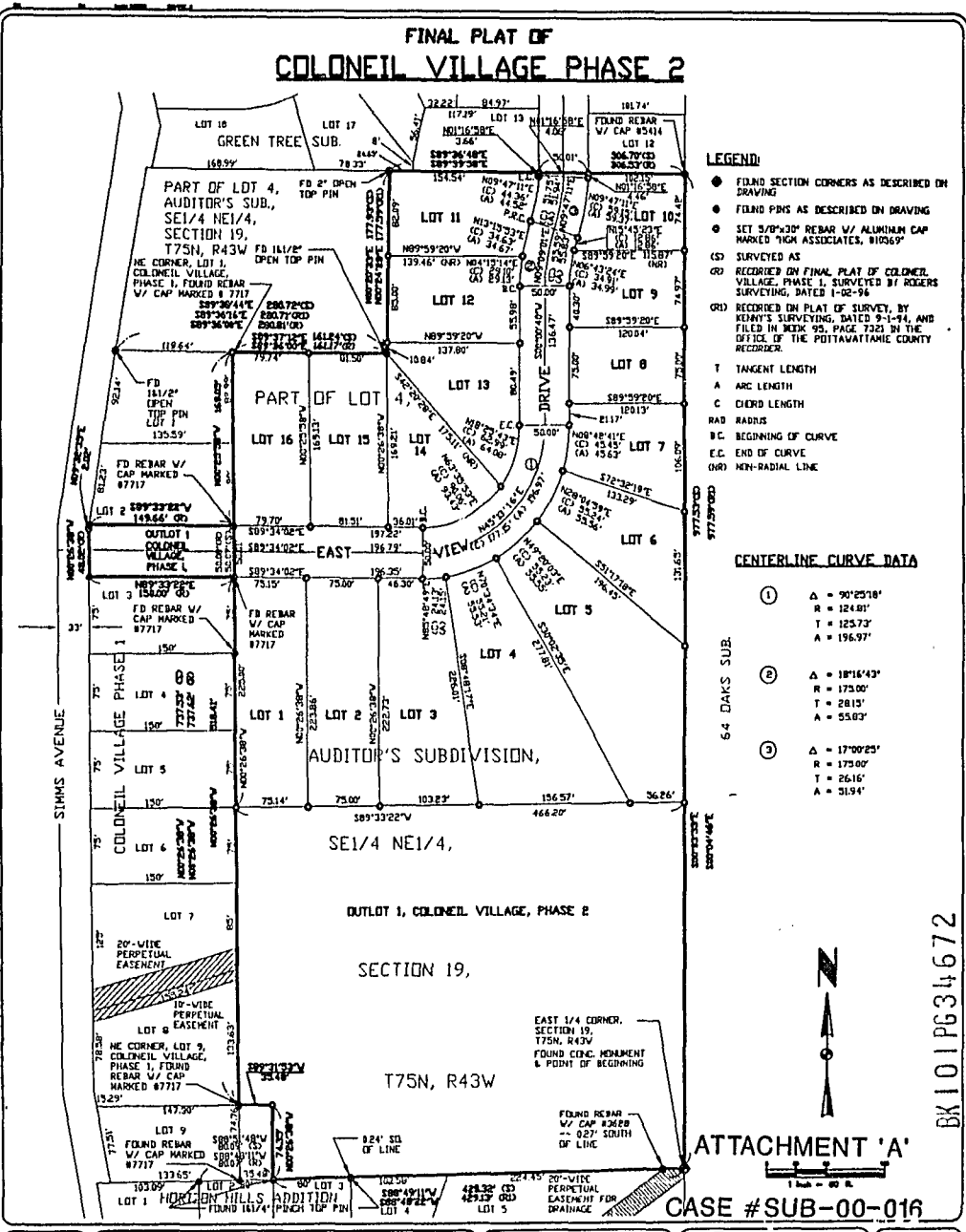
OLGA RAMIREZ City Clerk

Planning Case No. SUB-00-016

CONFIDENTIAL

CONFIDENTIAL

FINAL PLAT OF COLONEIL VILLAGE PHASE 2

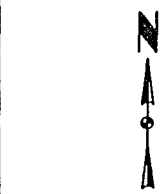


- LEGEND:**
- FOUND SECTION CORNERS AS DESCRIBED ON DRAWING
 - FOUND PINS AS DESCRIBED ON DRAWING
 - SET 5/8"x30" REBAR W/ ALUMINUM CAP MARKED T&H ASSOCIATES, 8/10/96
 - (S) SURVEYED AS
 - (O) RECORDED ON FINAL PLAT OF COLONEIL VILLAGE, PHASE 1, SURVEYED BY ROGERS SURVEYING, DATED 1-02-96
 - (G) RECORDED ON PLAT OF SURVEY, BY KERRY'S SURVEYING, DATED 9-1-94, AND FILED IN BOOK 95, PAGE 7323 IN THE OFFICE OF THE POTTAWATTAMIE COUNTY RECORDER
 - T TANGENT LENGTH
 - A ARC LENGTH
 - C CHORD LENGTH
 - RAD RADIUS
 - B.C. BEGINNING OF CURVE
 - E.C. END OF CURVE
 - (NR) NON-RADIAL LINE

CENTERLINE CURVE DATA

- ① $\Delta = 90^{\circ}25'10"$
 $R = 124.01'$
 $T = 125.73'$
 $A = 196.97'$
- ② $\Delta = 18^{\circ}16'43"$
 $R = 173.00'$
 $T = 28.13'$
 $A = 55.03'$
- ③ $\Delta = 17^{\circ}00'25"$
 $R = 173.00'$
 $T = 26.16'$
 $A = 31.94'$

64 DAKS SUB.



ATTACHMENT 'A'

CASE #SUB-00-016

CONFIDENTIAL

BK101PG34672

2 OF 2

FINAL PLAT OF COLONEIL VILLAGE PHASE 2
PT OF LOT 4, AUD. SUB., SE1/4 NE1/4, SEC 19-75-43, CO. IA
JNB PROPERTIES, LLC
301 WEST BROADWAY, COLONIAL BLUFFS, IOWA 51003
FINAL PLAT

10/20/00

hgm
ASSOCIATES INC.
SURVEYING ARCHITECTURE ENGINEERING

Small text block with legal disclaimer and contact information.

Preparer Information: Richard A. Heininger, P.O. Box 249, Council Bluffs, IA 51502-0249) 328-1833
Name Address Telephone

**RESTRICTIONS AND COVENANTS
FOR COLONEIL VILLAGE SUBDIVISION, PHASE II, LOTS 1-16, IN THE
CITY OF COUNCIL BLUFFS, IOWA**

Declarant is the owner of all the lots of Coloneil Village Subdivision, Phase II, Lots 1-16, a subdivision located in Council Bluffs, Iowa, and does hereby adopt the following restrictions and covenants, to-wit:

1. As used herein, the following definitions shall apply:
 - A. "Subdivision" shall mean Coloneil Village Subdivision, Phase II, Lots 1-16 and Outlot 1.
 - B. "Addition" shall mean Coloneil Village Subdivision, Phase II, Lots 1-16 and Outlot 1.
 - C. "Architectural Control Committee" shall mean the Developer or a committee appointed by the Developer.
 - D. "Declarant" shall mean JJNB Properties, LLC. and its assigns and successor developers.
 - E. "Developer" shall mean the Declarant, their assigns and successor developers.
 - F. "Lot" shall mean and refer to any plat of land shown upon the recorded plat of the addition.
 - G. "Owner" or lot owner means:
 1. Any person, including Declarant, who holds fee simple title to any lot in the subdivision which is at any time subject to the provisions of this Declaration.

COMPARED

2. Any person or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement in which case the seller under said agreement shall cease to be the Owner while said agreement is in effect.
 3. Any person or legal entity who has commenced legal proceedings to forfeit a contract of sale or foreclose a mortgage on any lot or serves as a court appointed receiver to manage said lot or serves as a Trustee under the bankruptcy law.
- H. "Residence" shall mean custom-built, single-family dwelling.
2. The Subdivision shall be subject to the control of the following architectural control covenants.
 - A. Scope of Architectural Control. No building, fence, well or other structure, shall be commenced, erected or maintained upon a lot, nor shall any exterior addition to, change or alteration therein, be made until the plans, specifications, and plot plan showing the nature, color scheme, kind, shape, height, materials and location of the same have been submitted to and approved in writing as to harmony of external design, color and location in relation to the surrounding structures and topography by the Developer, or by an Architectural Control Committee appointed by said Developer. In the event the Developer, or its designated committee fails to approve or disapprove in writing such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have fully complied with. All such plans and specifications shall be submitted to the Developer at 301 West Broadway, Council Bluffs, Iowa 51503, or such other place as the Developer may designate. Developer may appoint one Architectural Control Committee to serve for all phases of the subdivision.
 - B. Reason for Architectural Control. The addition is composed, in part, of 16 building lots which have been developed expressly for residential purposes and the construction of Residences. The primary purpose of architectural control is to protect and preserve the value of the Residences in the Addition for the benefit of both the individual lot owners and the public in general. This control is not to

be viewed as a means for suppressing expressions of individuality nor as a mere land restriction. The secondary purposes of the architectural control are:

1. To protect the Developer's financial investment in the unsold lots.
2. To give the lot owners essential information regarding the Addition.
3. To offer advice related to design and location problems so as to insure the best possible design and aesthetic results for all parties concerned.

C. Guidelines for Architectural Control. The following statements regarding design, location and construction of Residences are intended to be merely guidelines, not absolute criteria, that the Developer or the Architectural Control Committee will use in granting architectural approval. Deviations from the guidelines will be made in order to protect the unique topography and existing timber and other native growth that are essential elements to both the nature and character of the Addition.

1. Living trees over six inches in diameter (measured at a point two feet above the ground level) may be removed from the lots with the approval of the Developer. The plans submitted to the Developer pursuant to the provisions of Article 2, Paragraph A, above, must identify each tree proposed to be removed.
2. The drainage system (including, but not limited to, silt basin facilities and terraces) designed in the approved plat or as may be installed may not be altered or interfered with in any manner without the written permission of the Developer.
3. Each individual lot owner is to take all steps necessary to reasonably and adequately regulate the drainage from the owner's lot and to control unreasonable and undesirable erosion.
4. The provisions of the Council Bluffs City Code will govern the setback requirements for the lots in the Addition, subject to the

approval of the Architectural Control Committee or Developer. Furthermore, side and rear setback variances will be granted only in the event that it is necessary to achieve reasonable and proper slope control, drainage, and preservation of existing trees and other native growth. Provided, however, not to be granted if to do so would produce undesirable design, location, scenic or aesthetic results.

5. Each Residence shall include at least an attached, double car garage.
6. Should an unattached maintenance structure be desired on the lot, it shall be of the same design and construction as the accompanying residence and prefabricated or metal structures will not be approved. Furthermore, unattached maintenance structures shall not be closer than 10 feet to an adjoining lot and shall not be larger than 24 feet by 30 feet by 12 feet high.
7. No lot shall be further subdivided and each lot is limited to the construction of one Residence.
8. There shall be no fences in the front yard.
9. The exposed front foundation wall (and also the wall facing the side street on corner lots) of all main residential structures must be constructed of or faced with brick or simulated brick or stone. All exposed side and rear concrete poured foundation walls must be painted. All driveways must be constructed of concrete, brick or laid stone. All basement foundations must be 9 feet poured solid concrete walls, with vertex face on the exterior side.
10. No recreational vehicles or any other vehicles are allowed to be parked, or stored on any said lot of Coloneil Village Subdivision, Phase II.
11. Residences designed for construction on lots in the Addition will be required to have the following square footage, whenever practicable in light of the unique topography, existing trees and other native growth, and the other

provisions of these covenants, conditions and restrictions, to-wit:

- a. One-Story Residences: 1500 square feet will be required on the ground level.
 - b. One and One-Half Story and Two-Story Residences: At least 1100 square feet required on the first floor above the basement level and a total square footage of 1800 square feet not counting the basement.
 - c. Bi-Level, Split-Level, and Split-Entry Residences: 1600 square feet of finished living area will be required.
 - d. The above square footage requirements shall not include the attached garage.
 - e. The Developer reserves the right to amend these square footage requirements by up to 20% of the above amounts, which amendment shall be effective upon the recording of the same.
12. No residence shall be designed or be converted for the use of more than one family.
 13. The side yard, front yard and rear yard setback law shall not apply to open patios or uncovered porches.
 14. No earth homes or other subterranean homes shall be allowed. No prefab houses or trailer houses are permitted.
- D. No responsibility, liability or obligation shall be assumed by or imposed upon Developer by virtue of the authority granted to Developer in this section, or as a result of any act or failure to act by Developer with respect to any proposed improvement.
3. The construction and landscaping of each residence shall be completed within 12 months from the date the construction of the residence's foundation is commenced. Excess dirt resulting from excavation done on any lot shall be hauled from the lot or used in landscaping the lot within the construction time period. All excavation or alteration of the existing topography and

native growth will be done in a manner such that the natural drainage or designated drainage is not altered to such an extent that unreasonable or undesirable drainage or erosion results. Improvements not so completed, or upon which construction has ceased for 90 consecutive days, or which have been partially or totally destroyed and not rebuilt within 12 months shall be deemed nuisances. Declarant may remove any such nuisance or repair or complete the same at the cost of the owner.

4. Material and equipment used during the construction and landscaping process will be stored and maintained on the lot in an orderly manner.
5. Construction and landscaping activities will be confined to the lot on which the construction is in process. The individual lot owner is responsible for any expenses related to providing utilities to the residence.
6. No hazardous conditions or equipment shall be acquiesced to or maintained by the lot owner during construction or any other time without reasonable and proper warnings and safeguards.
7. No lot owner shall use, suffer or permit any person or persons in any manner whatsoever, to use owner's lot for any purpose in violation of the laws and regulations of the United States, the laws and regulations of the City of Council Bluffs, Iowa, or any other lawful authority. No lot owner shall use, suffer or permit any person or persons in any manner whatsoever, to use owner's lot for any purpose which will constitute an unreasonable and improper invasion upon the quiet use and enjoyment of any other lot owner's property. Each lot owner shall maintain owner's lot in a clean and wholesome condition and all health and police regulations shall in all respects and at all times be fully complied with by the lot owner so as to prevent noxious and offensive activities or conditions which could constitute a public or private nuisance.
8. The City of Council Bluffs City Code shall control the types and numbers of animals that may be kept on the lots; provided, however, that under no circumstances are any poultry, including but not limited to chickens, ducks, geese or turkeys, to be raised, bred or kept on any lot. All household pets shall be confined to the owner's lot and not allowed to run at large. No dog run or kennels are permitted. No animals may be kept, bred or maintained on any lot for any commercial purposes.

9. No vegetable gardens shall be permitted in the front yard or any side yard adjoining any street.
10. No lot shall be used or maintained as a dumping ground for solid waste, dirt, stone, brick or similar inorganic material, organic material, hazardous waste or nuclear material. No lot shall be used or maintained as a composting, recycling or salvage yard. No vehicles offensive to the neighborhood shall be visibly stored, parked, or abandoned on any lot. The terms herein shall be defined by the Iowa Code.
11. No unsightly objects will be erected, placed or maintained on any lot. No billboards and signs shall be permitted unless approved by the Architectural Control Committee. No advertising signs will be allowed on any lot unless approved by the Architectural Control Committee; provided, however, one "For Sale" sign of not more than 4 square feet may be placed or maintained on a lot. No satellite dishes to exceed the size of 3 feet in diameter, no antenna to exceed the height of 10 feet measured from ground level, and no solar panels are permitted. Notwithstanding the foregoing provisions, this paragraph shall not restrict the business activities, advertising, signs and billboards, or the construction and maintenance of structures by the Declarant, its agents and assigns, during the construction and sale period of this Addition.
12. No incinerator or trash burner shall be allowed on any lot, and, except on pick-up days, no garbage or trash shall be permitted outside of any dwelling unless within an area that is fully screened from view from any adjoining street or lot.
13. Maintenance of Lots. All lots and parcels, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such a manner as to prevent them becoming unsightly, unsanitary or a hazard to health. If not so maintained, Declarant or the Architectural Control Committee shall have the right to enforce this covenant by legal proceedings, including a suit for specific performance, and for the costs of such action, including reasonable attorney fees.
14. Ditches, Culverts and Swales. Each owner shall keep drainage ditches, culverts and swales located on owner's lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon owner's lot as may be reasonably required for proper drainage.

15. Reservations. The following easements over each lot or parcel and the right to ingress or egress to the extent reasonably necessary to exercise such easements, are reserved to Declarant and its licensees:
- A. Utility and Drainage Easements. An easement on, over and under the rear 10 feet, the side 5 feet, and the front 10 feet of each lot in the Development for the purpose of installing, maintaining and operating utilities thereon or thereunder, for the purpose of drainage control; for access to any lot or parcel; and for purposes of maintenance of said lots. This easement shall include the right to trim or remove trees, fences or other obstructions.
 - B. Other Easements. Any other easements shown on the plat.
 - C. Use of and Maintenance of Owners. The areas of any lots affected by the easements reserved herein shall be maintained continuously by the owner of such lot. No structures, plants or other activities shall be undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except those for which a public authority or utility company is responsible.
 - D. Declarant reserves an easement across each lot for ingress and egress to any lots owned by Declarant. Once Declarant has sold all lots, this easement shall terminate.
16. Liability for Use Easements. No owner shall have any claim or cause of action against Declarant or its licensees arising out of the exercise or failure to exercise any easement reserved hereunder or shown on the plat except in cases of willful or wanton misconduct.
17. If an owner in the Subdivision or their heirs or assigns shall violate or attempt to violate any of the covenants or the restrictions contained herein, it shall be lawful for any other person or persons owning any lots in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and to prevent them from doing so or to recover damages or both for such violations.
18. Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's

resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision or this declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

19. *Grantee's Acceptance.* Each grantee or purchaser of any lot or parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or subsequent owner of such lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of these restrictions and covenants and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Architectural Control Committee. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with Declarant and the grantee or purchaser of each other lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this document.
20. *Amendment.* The covenants, conditions and restrictions of this document shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, any lot owner, their legal representatives, heirs, successors and assigns, subject to this declaration, for a period of twenty-one (21) years from the date this declaration is filed in the Records of the County Recorder of Pottawattamie County, Iowa, and after which time said covenants, conditions and restrictions may be automatically preserved and extended for successive periods of twenty-one (21) years by at least one lot owner, properly filing a claim once every twenty-one (21) years. The covenants, conditions and restrictions of this document may be amended during the first twenty-one year period by an instrument signed by the owners of 100 percent of the lots in said subdivision, except that Developer may amend same without the approval of any lot owners until all lots are sold. Amendments of the Developer shall take precedence over all other amendments.
21. *Severability Clause.* In the event any portion of these restrictions and covenants shall, for any reason be held to be invalid, illegal and unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of these restrictions and covenants are invalid, illegal or unenforceable as written, but that by limiting

such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written, constructed and enforced as so limited.

Dated this 22nd day of November, 2000.

JJNB Properties, LLC.

By: 
JOHN H. JERKOVICH, Member

By: 
NEIL R. BACH, Member

STATE OF IOWA

COUNTY OF POTTAWATTAMIE

)
) ss.
)

On this 16th day of December, 2000, before me, a Notary Public

in and for the said State, personally appeared John H. Jerkovich and Neil R. Bach, to me personally known, who being by me duly sworn did say that they are all of the members of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said John H. Jerkovich and Neil R. Bach acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Christine M. Ritter
NOTARY PUBLIC IN AND FOR SAID STATE