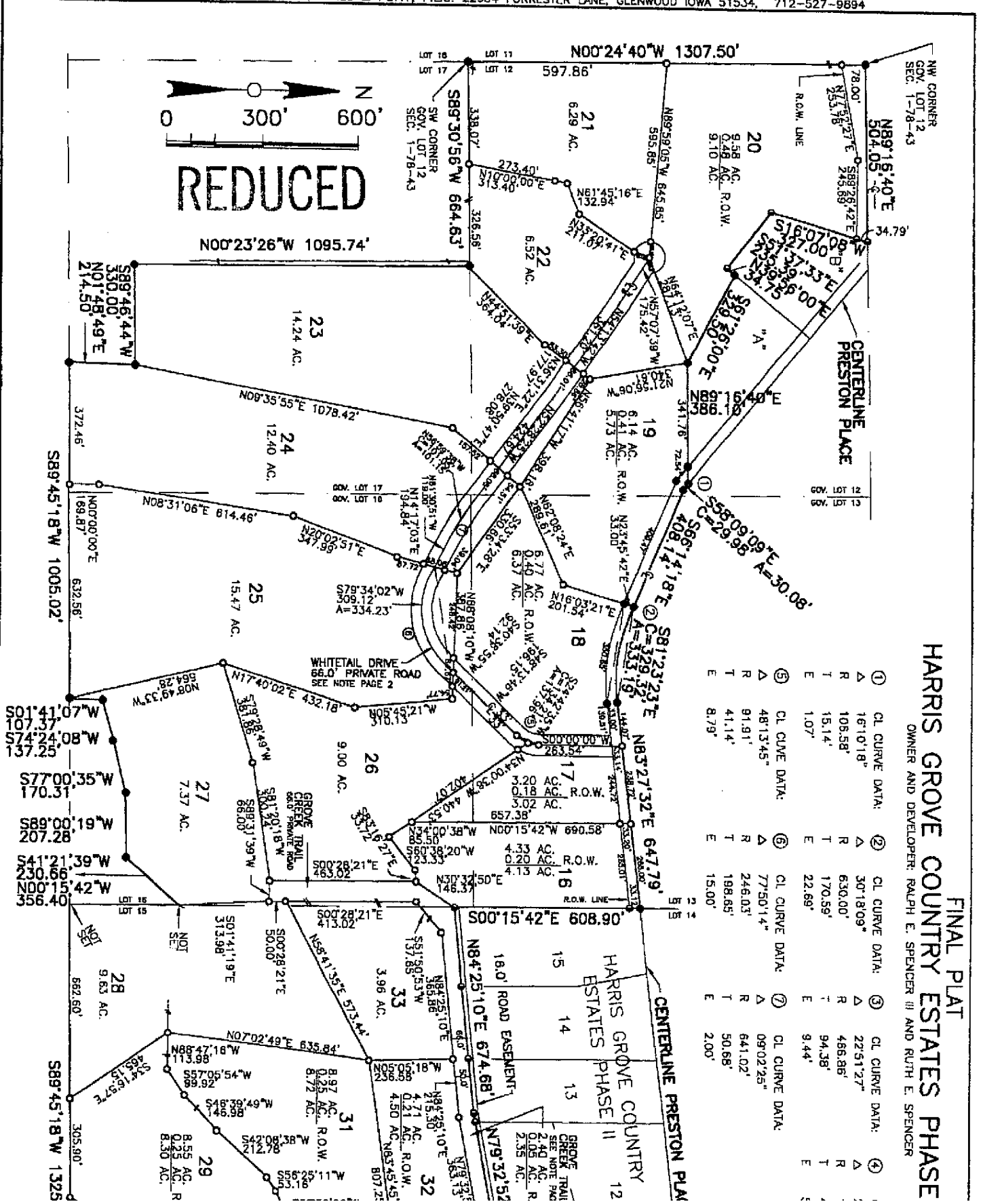


LORIE A THOMPSON, COUNTY RECORDER
HARRISON IOWA

PREPARED BY: PETTY SURVEYING INC., JAMES L. PETTY, P.L.S. 22584 FORRESTER LANE, GLENWOOD IOWA 51534, 712-527-9894



FINAL PLAT

HARRIS GROVE COUNTRY ESTATES PHASE

OWNER AND DEVELOPER: RALPH E. SPENCER III AND RUTH E. SPENCER

Lot	Curve Data
1	① CL CURVE DATA: 16'10"18" Δ
2	② CL CURVE DATA: 105.58' R
3	③ CL CURVE DATA: 15.14' T
4	④ CL CURVE DATA: 1.07' E
5	⑤ CL CURVE DATA: 48'13"45" Δ
6	⑥ CL CURVE DATA: 91.91' R
7	⑦ CL CURVE DATA: 41.14' T
8	⑧ CL CURVE DATA: 8.79' E
9	⑨ CL CURVE DATA: 30'18"09" Δ
10	⑩ CL CURVE DATA: 630.00' R
11	⑪ CL CURVE DATA: 170.59' T
12	⑫ CL CURVE DATA: 22.89' E
13	⑬ CL CURVE DATA: 77'50"14" Δ
14	⑭ CL CURVE DATA: 246.03' R
15	⑮ CL CURVE DATA: 198.65' T
16	⑯ CL CURVE DATA: 15.00' E
17	⑰ CL CURVE DATA: 09'02"25" Δ
18	⑱ CL CURVE DATA: 641.02' R
19	⑲ CL CURVE DATA: 50.68' T
20	⑳ CL CURVE DATA: 2.00' E

LORIE A THOMPSON, COUNTY RECORDER
HARRISON IOWA

Attachment to Plat:
(Pages 3-4)

Alan J. Anderson, 110 N 2nd Avenue, Logan, Iowa 51546, Telephone (712)644-2485

STATEMENT OF CONSENT BY MORTGAGE HOLDER
PURSUANT TO IOWA CODE SECTION 354.11(2)

RE: Property described on the attached Schedule "A" made a part hereof by this reference.

Peoples National Bank, holder of the mortgage dated February 28, 2000, filed February 29, 2000, in Book 552, Page 2624 of the records of Harrison County, Iowa, by Brent Hansen, as First Vice President, and in accordance (name) (title) with Section 354.11(2) of the Iowa Code, states that the Final Plat of Harris Grove Country Estates Phase III is prepared with the free consent of Peoples National Bank and in accordance with its desire.

PEOPLES NATIONAL BANK

BY: [Signature]

STATE OF IOWA, COUNTY OF Pottawattamie) ss.

On this 8th day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brent Hansen, to me personally known, who being by me duly sworn, did say the (he/she) is the First Vice President of the corporation executing the within and foregoing instrument to which this is attached, that the seal of the corporation is attached hereto; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Brent Hansen, as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by (him/her) voluntarily executed.



Janice M. Coffey
Notary public in and for said State

FINAL PLAT HARRIS GROVE COUNTRY ESTATES PHASE II

OWNER AND DEVELOPER: RALPH E. SPENCER III AND RUTH E. SPENCER

NOTE: THE FRONT AND REAR 10' OF ALL LOTS AND THE 10' ADJOINING SIDE LOT LINES OF ALL LOTS SHALL BE SUBJECT TO AN EASEMENT WHICH IS HEREBY RESERVED FOR USE FOR THE INSTALLATION AND MAINTENANCE OF BOTH PUBLIC AND PRIVATE WATER WELLS, PRIVATE WATER LINES, ELECTRICAL LINES BOTH PUBLIC AND PRIVATE, AND TELEPHONE LINES BOTH PUBLIC AND PRIVATE.

WHITEPINE DRIVE:

NOTE: THE FRONT AND REAR 10' OF ALL LOTS AND THE 10' ADJOINING SIDE LOT LINES OF ALL LOTS AND ROAD, WHITEPINE DRIVE SHALL BE SUBJECT TO AN EASEMENT WHICH IS HEREBY RESERVED FOR USE FOR THE INSTALLATION AND MAINTENANCE OF BOTH PUBLIC AND PRIVATE WATER WELLS, PRIVATE WATER LINES, ELECTRICAL LINES BOTH PUBLIC AND PRIVATE, AND TELEPHONE LINES BOTH PUBLIC AND PRIVATE.

WHITEPINE DRIVE SERVICES LOTS 18, 20, 21, 22, 23, 24, 25 AND LOT 26.

NOTE: THE FRONT AND REAR 10' OF ALL LOTS AND THE 10' ADJOINING SIDE LOT LINES OF ALL LOTS AND ROAD, GROVE CREEK TRAIL SHALL BE SUBJECT TO AN EASEMENT WHICH IS HEREBY RESERVED FOR USE FOR THE INSTALLATION AND MAINTENANCE OF BOTH PUBLIC AND PRIVATE WATER WELLS, PRIVATE WATER LINES, ELECTRICAL LINES BOTH PUBLIC AND PRIVATE, AND TELEPHONE LINES BOTH PUBLIC AND PRIVATE.

GROVE CREEK TRAIL:

NOTE: THE FRONT AND REAR 10' OF ALL LOTS AND THE 10' ADJOINING SIDE LOT LINES OF ALL LOTS AND ROAD, GROVE CREEK TRAIL SHALL BE SUBJECT TO AN EASEMENT WHICH IS HEREBY RESERVED FOR USE FOR THE INSTALLATION AND MAINTENANCE OF BOTH PUBLIC AND PRIVATE WATER WELLS, PRIVATE WATER LINES, ELECTRICAL LINES BOTH PUBLIC AND PRIVATE, AND TELEPHONE LINES BOTH PUBLIC AND PRIVATE.

GROVE CREEK TRAIL SERVICES LOTS 27, 28 AND LOT 33.

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN PART OF GOVERNMENT LOT 10 OF SECTION 6, TOWNSHIP 78 NORTH, RANGE 42 WEST, A TRACT OF LAND LOCATED IN PART OF GOVERNMENT LOT 12, 13, 14, 15, 16 AND 17, ALL IN SECTION 1, TOWNSHIP 78 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, HARRISON COUNTY, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 15 OF SECTION 1 AND THE POINT OF BEGINNING, THENCE S89°45'18"W ALONG THE SOUTH LINE OF GOVERNMENT LOT 15 A DISTANCE OF 1325.22 FEET; THENCE N00°15'42"W ALONG A PORTION OF THE WEST LINE OF SAID LOT 15 A DISTANCE OF 356.40 FEET; THENCE S41°21'28"W A DISTANCE OF 230.66 FEET; THENCE S89°00'18"W A DISTANCE OF 207.28 FEET; THENCE S77°00'35"W A DISTANCE OF 170.31 ACRES THENCE S74°24'08"W A DISTANCE OF 137.25 FEET; THENCE S01°41'07"W A DISTANCE OF 107.57 FEET; THENCE S89°45'18"W ALONG A PORTION OF THE SOUTH LINE OF GOVERNMENT LOTS 16 AND 17 A DISTANCE OF 1005.02 FEET; THENCE N01°48'49"E A DISTANCE OF 214.50 FEET; THENCE S88°48'44"W A DISTANCE OF 330.00 FEET; THENCE N00°23'28"W A DISTANCE OF 1085.74 FEET; THENCE S89°30'56"W ALONG A PORTION OF THE SOUTH LINE OF GOVERNMENT LOT 12 A DISTANCE OF 684.63 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 12; THENCE N00°24'40"W ALONG THE WEST LINE OF SAID GOVERNMENT LOT 12 A DISTANCE OF 1307.50 FEET TO THE NORTH WEST CORNER OF SAID GOVERNMENT LOT 12; THENCE N89°16'40"E ALONG A PORTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 12 A DISTANCE OF 804.05 FEET; THENCE S18°07'08"W A DISTANCE OF 327.00 FEET; THENCE S51°37'33"E A DISTANCE OF 233.38 FEET; THENCE N39°56'00"E A DISTANCE OF 34.75 FEET; THENCE S81°28'00"E A DISTANCE OF 328.50 FEET; THENCE N89°16'40"E A DISTANCE OF 386.10 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 18°10'18" AND A CENTERLINE RADIUS OF 106.58 FEET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID CURVE AN ARC DISTANCE OF 30.08 FEET WITH A CHORD BEARING AND DISTANCE OF S88°08'09"E, 28.88 FEET; THENCE S66°14'18"E ALONG THE CENTERLINE OF A COUNTY ROAD A DISTANCE OF 408.14 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A CENTRAL ANGLE OF 30°18'08" AND A CENTERLINE RADIUS OF 630.00 FEET; THENCE EASTERLY ALONG SAID CENTERLINE AN ARC DISTANCE OF 333.48 FEET WITH A CHORD BEARING AND DISTANCE OF S81°23'23"E, 328.32 FEET; THENCE N83°27'32"E ALONG SAID CENTERLINE A DISTANCE OF 847.78 FEET; THENCE S00°15'42"E ALONG A PORTION OF THE EAST LINE OF GOVERNMENT LOT 13 AND 16 A DISTANCE OF 808.80 FEET; THENCE N84°25'10"E A DISTANCE OF 674.68 FEET; THENCE N78°32'52"E A DISTANCE OF 588.01 FEET; THENCE S12°25'12"E ALONG THE CENTERLINE OF A COUNTY ROAD A DISTANCE OF 831.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22°51'27" AND A CENTERLINE RADIUS OF 468.66 FEET; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE AN ARC DISTANCE OF 186.25 FEET WITH A CHORD BEARING AND DISTANCE OF S23°51'57"E, 186.01 FEET; THENCE S35°17'39"E ALONG SAID CENTERLINE A DISTANCE OF 638.69 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 28°44'20" AND A CENTERLINE RADIUS OF 165.00 FEET; THENCE SOUTHERLY ALONG SAID CENTERLINE AN ARC DISTANCE OF 82.78 FEET WITH A CHORD BEARING AND DISTANCE OF S18°10'24"W, 81.90 FEET TO THE END OF SAID CURVE; THENCE S01°48'14"W ALONG SAID CENTERLINE A DISTANCE OF 28.20 FEET; THENCE S88°25'37"W ALONG A PORTION OF THE SOUTH LINE OF GOVERNMENT LOT 10 A DISTANCE OF 474.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 147.21 ACRES, MORE OR LESS, 144.28 ACRES EXCLUDING PRESENTLY ESTABLISHED COUNTY ROAD RIGHT OF WAY AND IS SUBJECT TO ALL EASEMENTS OF RECORD.

NOTE: THE SOUTH LINE OF GOVERNMENT LOT 15 IS ASSUMED TO BEAR S89°45'18"W FOR THIS DESCRIPTION.

DEDICATION:
KNOW ALL PEOPLE BY THESE PRESENTS: THAT RALPH E. SPENCER III AND RUTH E. SPENCER BEING OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE LEGAL DESCRIPTION AND EMBRACED IN THIS PLAT HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS TO BE KNOWN AS HARRIS GROVE COUNTRY ESTATES PHASE II NUMBERED LOT 16 THROUGH LOT 33 INCLUSIVE, AND I HEREBY RATIFY AND APPROVE MY PROPERTY AS SHOWN ON THIS PLAT IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNERS AND PROPRIETORS.

RALPH E. SPENCER III, OWNER
RUTH E. SPENCER, OWNER

DATE: 4-21-05

DATE: 4-21-05

ON THIS 21 DAY OF April 2006, BEFORE ME A NOTARY PUBLIC ONLY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY AND STATE, GAVE RALPH E. SPENCER III AND RUTH E. SPENCER PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSONS WHO EXECUTED THE FOREGOING DEDICATION AND AS HEREBY VOLUNTARILY MET AND JUDGED.

Renee L. Hack
Notary Public



HARRISON COUNTY BOARD OF SUPERVISOR'S ACCEPTANCE
THIS FINAL PLAT OF HARRIS GROVE COUNTRY ESTATES PHASE II WAS APPROVED BY THE HARRISON COUNTY BOARD OF SUPERVISORS AT LEGAL MEETING ON THIS 21 DAY OF April 2006.

Robert J. Sauer 4-21-05
CHAIRPERSON, HARRISON COUNTY BOARD OF SUPERVISORS

William Brinkman 4-21-05
HARRISON COUNTY AUDITOR

HARRISON COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

Carol C. Long 4-21-05
HARRISON COUNTY TREASURER

I HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR THE STATE OF MISSOURI AND MY COMMISSION EXPIRES ON APRIL 30, 2006.

Renee L. Hack
Notary Public

SCHEDULE "A"

RE: Harris Grove Country Estates Phase III

A TRACT OF LAND LOCATED IN PART OF GOVERNMENT LOT 10 OF SECTION 6, TOWNSHIP 78 NORTH, RANGE 42 WEST, A TRACT OF LAND LOCATED IN PART OF GOVERNMENT LOT 12, 13, 14, 15, 16 AND 17, ALL IN SECTION 1, TOWNSHIP 78 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, HARRISDON COUNTY, MORE FULLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 15 OF SECTION 1 AND THE POINT OF BEGINNING; THENCE S89°45'18"W ALONG THE SOUTH LINE OF GOVERNMENT 15 A DISTANCE OF 1325.22 FEET; THENCE N00°15'42"W ALONG A PORTION OF THE WEST LINE OF SAID LOT 15 A DISTANCE OF 356.40 FEET; THENCE S41°21'39"W A DISTANCE OF 230.66 FEET; THENCE S89°00'18"W A DISTANCE OF 207.28 FEET; THENCE S77°00'35"W A DISTANCE OF 170.31 ACRES THENCE S74°24'08"W A DISTANCE OF 137.25 FEET; THENCE S01°41'07"W A DISTANCE OF 107.37 FEET; THENCE S89°45'18"W ALONG A PORTION OF THE SOUTH LINE OF GOVERNMENT LOTS 16 AND 17 A DISTANCE OF 1005.02 FEET; THENCE N01°48'49"E A DISTANCE OF 214.50 FEET; THENCE S89°46'44"W A DISTANCE OF 330.00 FEET; THENCE N00°23'26"W A DISTANCE OF 1085.74 FEET; THENCE S89°30'56"W ALONG A PORTION OF THE SOUTH LINE OF GOVERNMENT LOT 12 A DISTANCE OF 664.63 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 12; THENCE N00°24'40"W ALONG THE WEST LINE OF SAID GOVERNMENT LOT 12 A DISTANCE OF 1307.50 FEET TO THE NORTH WEST CORNER OF SAID GOVERNMENT LOT 12; THENCE N89°16'40"E ALONG A PORTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 12 A DISTANCE OF 504.05 FEET; THENCE S16°07'08"W A DISTANCE OF 327.00 FEET; THENCE S51°37'33"E A DISTANCE OF 235.38 FEET; THENCE N39°56'00"E A DISTANCE OF 34.75 FEET; THENCE S61°26'00"E A DISTANCE OF 329.50 FEET; THENCE N89°16'40"E A DISTANCE OF 385.10 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 16°10'18" AND A CENTERLINE RADIUS OF 108.58 FEET; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID CURVE AN ARC DISTANCE OF 30.08 FEET WITH A CHORD BEARING AND DISTANCE OF S58°09'09"E, 29.98 FEET; THENCE S66°14'18"E ALONG THE CENTERLINE OF A COUNTY ROAD A DISTANCE OF 408.14 FEET TO TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A CENTRAL ANGLE OF 30°18'09" AND A CENTERLINE RADIUS OF 630.00 FEET; THENCE EASTERLY ALONG SAID CENTERLINE AN ARC DISTANCE OF 333.19 FEET WITH A CHORD BEARING AND DISTANCE OF S81°23'23"E, 329.32 FEET; THENCE N83°27'32"E ALONG SAID CENTERLINE A DISTANCE OF 647.79 FEET; THENCE S00°15'42"E ALONG A PORTION OF THE EAST LINE OF GOVERNMENT LOT 13 AND 16 A DISTANCE OF 608.90 FEET; THENCE N84°25'10"E A DISTANCE OF 674.68 FEET; THENCE N79°32'52"E A DISTANCE OF 588.01 FEET; THENCE S12°26'12"E ALONG THE CENTERLINE OF A COUNTY ROAD A DISTANCE OF 631.60 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 22°51'27" AND A CENTERLINE RADIUS OF 466.86 FEET; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE AN ARC DISTANCE OF 186.25 FEET WITH A CHORD BEARING AND DISTANCE OF S23°51'57"E, 185.01 FEET; THENCE S35°17'39"E ALONG SAID CENTERLINE A DISTANCE OF 636.69 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 28°44'20" AND A CENTERLINE RADIUS OF 165.00 FEET; THENCE SOUTHERLY ALONG SAID CENTERLINE AN ARC DISTANCE OF 82.76 FEET WITH A CHORD BEARING AND DISTANCE OF S16°10'24"W, 81.90 FEET TO THE END OF SAID CURVE; THENCE S01°48'14"W ALONG SAID CENTERLINE A DISTANCE OF 28.20 FEET; THENCE S88°25'37"W ALONG A PORTION OF THE SOUTH LINE OF GOVERNMENT LOT 10 A DISTANCE OF 474.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 147.21 ACRES, MORE OR LESS, 144.29 ACRES EXCLUDING PRESENTLY ESTABLISHED COUNTY ROAD RIGHT OF WAY AND IS SUBJECT TO ALL EASEMENTS OF RECORD.

NOTE: THE SOUTH LINE OF GOVERNMENT LOT 15 IS ASSUMED TO BEAR S89°45'18"W FOR THIS DESCRIPTION.

LORIE A THOMPSON, COUNTY RECORDER
HARRISON IOWA

Attachment to Plat
(Pages 5-9)

Alan J. Anderson, 110 N 2nd Avenue, Logan, Iowa 51546 (712)644-2485

ATTORNEY'S OPINION OF TITLE

RE: Harris Grove Country Estates Phase III

A TRACT OF LAND LOCATED IN PART OF GOVERNMENT LOT 10 OF SECTION 6, TOWNSHIP 78 NORTH, RANGE 42 WEST, A TRACT OF LAND LOCATED IN PART OF GOVERNMENT LOT 12, 13, 14, 15, 16 AND 17, ALL IN SECTION 1, TOWNSHIP 78 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, HARRISON COUNTY, MORE FULLY DESCRIBED AS FOLLOWS.

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NOTE: THE SOUTH LINE OF GOVERNMENT LOT 15 IS ASSUMED TO BEAR S88°45'18"W FOR THIS DESCRIPTION.

Proprietors: Ralph E. Spencer III and Ruth E. Spencer

TO WHOM IT MAY CONCERN:

I, Alan J. Anderson, a licensed and practicing Iowa attorney, have examined the abstract of title in one part from the "root of title" to the following described real estate located in Harrison County, to-wit:

Beginning at the Northwest corner of Lot 12 in Section 1, thence East 27 rods, thence South 23.5 rods, thence Southeast 23 rods, thence East 26 rods to the center of the highway, thence Easterly along the center of the highway to the East line of Lot 13 in Sec. 1, thence South to the Southeast corner of Lot 13, thence West 160 rods to the Southwest corner of Lot 12 in Section 1, thence North 80 rods to the place of beginning; and Lot 16 in Section 1, except a tract commencing at the Southeast corner of said Lot 16, thence West on line 10 chains to center on South line of said Lot 16, thence North 1.71 chains, thence North 75° East 2.07 chains, thence North 77¼° East 2.58 chains, thence North 89¼° East 3.14 chains, thence North 41¼° East 3.51 chains to the East line of said Lot 16, thence South on line 5.40 chains to the place of beginning, containing 2.9 acres sold out to R.W. Hills; and The East Half of Lot 17 in Section 1, except a tract beginning at the SW corner of said E½ of said Lot 17, thence East about 19½ rods to a point about 13 rods East of the highway crossing said tract, thence North across the creek about 13 rods to an ironwood tree now about 6 inches in diameter, thence Westerly about 20 rods to the West line of said E½ of Lot 17, thence South to the place of beginning and containing 1.5 acres more or less; All in Section One (1), Township Seventy-eight (78) North, Range Forty-three (43) West of the 5th P.M., Harrison County, Iowa.

EXCEPT Parcel "A" Legal Description: Part of a parcel originally deeded in May, 1928 as recorded in Book 393 @ Page 308 of the official records of the Harrison County Recorder described as commencing at the Northeast corner of Lot 12 in said Section 1; thence S 89°16'40" W (an assumed bearing relative to all bearings contained herein) (N89°W-Deed) a distance of 713.10 feet; thence S00°43'20" E (S01°W-Deed) a distance of 20 feet to the centerline of a county road (Preston Street) and to the Northwest Corner of the afore-described parcel; thence along the centerline of the county road and the North Line of the afore-described parcel of land S 50°04' E a distance of 268.55 feet to the point of beginning of Parcel "A"; thence continue along said line S 50°04' E a distance of 615.95 feet; thence S 89°16'40" W a distance of 386.10 feet; thence N 61°26'W a distance of 329.50 feet; thence N 39°56'00" E a distance of 316.49 feet to the point of beginning. Said total Parcel "A" contains 2.95 acres including county road right-of-way which contains 0.45 acres.

EXCEPT Parcel "B", located in part of Lot Twelve (12) of Section One (1), Township Seventy-eight (78) North, Range Forty-three (43) West of the 5th P.M., Harrison County, Iowa, containing 2.50 acres, according to the Survey recorded in Book 2003 Page 4640 filed October 9, 2003.

AND

Lot Three (3) of Government Lot Ten (10) of Section Six (6) in Township Seventy-eight (78) North, Range Forty-two (42); and Government Lot Fifteen (15), and Lot Two (2) of Government Lot Fourteen (14) in Section One (1), Township Seventy-eight (78) North, Range Forty-three (43); all West of the 5th P.M., in Harrison County, State of Iowa.

EXCEPT those portions that lie within the tract platted as Harris Grove Country Estates Phase I, according to the Survey recorded in Plat Book 13 Page 27 filed August 16, 2001; and the tract platted as Harris Grove Country Estates Phase II, according to the Survey recorded in Book 2003 Page 5418 filed December 4, 2003.

as last certified to by the Harrison County Title and Guaranty Company of Logan, Iowa, under the date of April 21, 2005, at 8:00 o'clock a.m. as certification #26408.

TITLE

Based solely upon my examination of the subject abstract, I find marketable title in fee simple and free from material objections, except as are hereinafter mentioned, to be in Ralph E. Spencer III and Ruth E. Spencer, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common.

EXCEPTIONS

1. The abstract shows that the real estate taxes for the fiscal year which ended June 30, 2004, and all prior years, are paid in full. The abstract shows no current special assessments unpaid.
2. Entry No. 13 of the abstract shows a mortgage from Ralph E. Spencer and Ruth E. Spencer, (signed: Ralph E. Spencer III), husband and wife, to Peoples National Bank dated February 28, 2000, and filed February 29, 2000, in Book 552, Page 2624 of the records of Harrison County; consideration in the amount of \$385,000.00. Attached is a copy of the abstracter's showing concerning said mortgage. Said mortgage is a first and valid lien upon the property described in said mortgage.
3. Entry No. 20 of the abstract gives notice of the Harrison County Zoning Ordinance. Any questions concerning the application of such ordinance upon the use and enjoyment of the subject property should be resolved by a careful inspection of such ordinance as maintained by the Harrison County Auditor.
4. Entry No. 4 of the abstract shows a Petition and Consent for Highway of Roads #82 and #39 granted by a prior titleholder to Harrison County granting the public the right of way over and upon their respective land for a highway 66 feet wide, commencing at Southwest corner of Section 6, Township 78 North, Range 42 West, Harrison County, Iowa, and running thence North and East 1.2 miles. This petition and consent is granted to replace the present highway.

CAUTIONS

This opinion is confined to an examination of the abstract only and title is passed only upon what appears of record in the abstract. No inspection has been made of the premises nor does this opinion cover the rights of parties in possession. Neither does this opinion report on the actual location of the premises, boundary lines, buildings thereon, or easements existing by virtue of usage only, as such items cannot be shown in an abstract.

Certain liens may exist by virtue of labor and/or materials furnished to improve the above premises. These items may be filed at any time within ninety days. If such improvements have been made recently you should ascertain whether they have been paid for in full.

In this connection it is also stated that no certification is made as to special assessments except as to those certified to the office of the County Treasurer for collection. You should be certain that there are no special assessments pending against the property under examination.

Except where otherwise disclosed in this opinion, you should ascertain any restrictions as to building, occupancy or usage contained in applicable zoning or other county/city ordinances because such information does not appear in the abstract. You should also determine the rights of access to and from public roadways.

You should determine whether any solid waste, hazardous substances, pollutants, above or below ground storage tanks, drainage 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.

NOTE: As of November 1, 1996, all District Court information is obtained through the ICIS system of the Harrison County Clerk's Office. We only certify to the information obtainable by this abstract office from said ICIS computer system, as of this date.

Respectfully submitted,



Alan J. Anderson
Attorney at Law
110 N 2nd Avenue
Logan, Iowa 51546
Telephone: (712) 644-2485
Facsimile: (712) 644-2448

No. 13

MORTGAGE

Ralph E. Spencer and Ruth E.
Spencer, husband and wife
(signed: Ralph E. Spencer III)

Book 552 Page 2624

Dated February 28, 2000
Filed February 29, 2000

to

Peoples National Bank

\$385,000.00

Encumbers:

Property described at entry No. 12,
heretofore, and other lands.

Terms:

Payable as provided in promissory note dated 2/28/00. This Mortgage secures credit in the amount of \$385,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens. Future advances are contemplated and are secured by this Mortgage even though all or part may not yet be advanced. Lender may declare the entire balance immediately due and payable upon the creation of any lien, encumbrance, transfer or sale, or contract for any of these of the property. In the event of default, Mortgagee may accelerate the secured debt and foreclose in a manner provided by law. In the event of foreclosure, Lender may elect to reduce or extend the period of redemption for the sale of the property to a period of time as may then be authorized under any section of Iowa code chapter 628, or any other Iowa Code Section now in effect or as may be in effect at the time of foreclosure. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the property. Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the property as well as all rents, issues and profits of them. Mortgagor grants to Lender a security interest in all personal property located on or connected with the property. Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement. This is a Purchase Money Mortgage as defined by Iowa law. Agricultural Property - Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.

Endorsed is the following: "I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract." Signed by Ralph E. Spencer III and Ruth E. Spencer, dated 4/28/00.



HARRISON COUNTY TITLE AND GUARANTY COMPANY



LORIE A THOMPSON, COUNTY RECORDER
HARRISON IOWA

Attachment to Plat
(Pages 10-13)

Alan J. Anderson, 110 N. 2nd Avenue, Logan, Iowa 51546 (712)644-2485

PROTECTIVE COVENANTS FOR
HARRIS GROVE COUNTRY ESTATES PHASE III

These covenants contained herein pertain to the real estate legally described in Exhibit "A" attached hereto and made a part hereof by this reference.

1. All lots described herein shall be known, described and used solely as single family, acreage, and residential lots.

Minimum square footage per family:

- a) 1250 square feet, ranch style, main floor living area
- b) 1450 square feet, split entry style, main floor living area
- c) 1650 square feet, tri-level style, main floor and upstairs living area
- d) 1650 square feet, one and one-half story style, main floor and upstairs living area
- e) 1800 square feet, two story style, main floor and upstairs living area
- f) 1650 square feet, multi-level style, main floor and upstairs living area

2. No trailer, mobile homes, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any resident of a temporary character be permitted. The undersigned, the owners of all lots in this subdivision, reserve to themselves the right to allow or prohibit manufactured housing on a case by case basis.

3. The assembly, disassembly or general service work on any car, truck, equipment or other machinery shall be prohibited except in an enclosed garage or shop.

4. No trailers or mobile homes shall be allowed on the premises on a temporary or permanent basis, except 1 motorized home or pull-type trailer, travel trailer, or camping trailer can be parked on the property. Livestock trailers for owners use are permitted. All trailers must be parked alongside or behind the residence.

5. Each owner shall be responsible to maintain their premises free from all junk, abandoned cars and accumulated debris.

6. No junkyards shall be permitted.

7. No commercial dog kennels, or livestock confinement operations shall be permitted.

8. No hogs (swine) shall be permitted in the subdivision.

9. Horses, cattle and alpacas shall be permitted in the subdivision at the rate of 2 head total per the first three acres, and 1 head for each additional two acres for Lots 18, 20, 23, 24, 25, 26, 29 and 30. Horses, cattle and alpacas shall be permitted at the rate of 2 head total for Lots 16, 17, 19, 21, 22, 27, 28, 31, 32 and 33. All such livestock shall be maintained and cared for so they will not be a nuisance to the neighborhood.

10. All homes constructed are to be of lumber, brick, concrete or concrete block or other common house building materials with a minimum two-car garage. The garage can be under the home, attached or detached. All homes are to be stick-built on the site. The undersigned reserve the right to approve or disapprove earth style, earth berm or factory built homes in the subdivision on a case by case basis. Any construction shall be completed within one year of beginning construction. "Beginning construction" shall be the first of either (1) digging of basement or (2) pouring of foundation. A failure to complete any construction within said time frame shall result in the imposition of an assessment of \$250.00 per day of such violation which shall be enforced by the undersigned, or their successors, being deemed authorized to file with the County Recorder in and for Harrison County, at Logan, Iowa, a certified lien in the amount of said assessment and said filing shall automatically be deemed a lien upon said real estate in favor of Harris Grove Country Estates Phase III Whitetail Drive Road Association and Harris Grove Country Estates Phase III Grove Creek Trail Road Association, equally, with the same force and effect as any other judgment or lien of public record, and all homestead rights relative thereto shall be deemed waived.

11. The titleholders of the platted lot shall care for their pets so they will not be a nuisance to the neighborhood.

12. In constructing the residence and buildings, all set back requirements shall be within the following specifications, unless any such setback is not practical and a variance is approved by the Department of Harrison County, Iowa, having jurisdiction to issue set-back variances:

- a) The distance from the front lot line to the residence shall be at least fifty feet (50').
- b) The distance from the residence/garage/barn or utility building shall be a minimum of at least twenty-five feet (25') from the side lot lines, and fifty feet (50') from the rear lot line.

13. Titleholder of the property, vacant or improved, shall keep his lot or lots free of weeds and debris, and maintained in a neat, well-kept manner.

14. No obnoxious or offensive trade shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.

16. The fence in front of the residence shall not exceed four feet (4') in height. Any type of fence constructed behind the residence shall not exceed six feet (6') in height. Chain link fencing shall not be permitted in front of the residence. All fencing shall be constructed of barbless materials. Owners shall be responsible for construction and maintenance of their respective share (½) of neighboring interior line fences. Right hand fence rule shall apply for interior fencing unless special agreements are reached between adjoining landowners. Owners shall also be responsible for care and maintenance of their Perimeter Boundary Fences. Boundary fences shall be interpreted to mean fences which adjoin county road Preston Place and private roads Whitetail Drive and Grove Creek Trail, and property boundaries which do not adjoin other property owners in Harris Grove Phase III.

17. The Southerly part of Lots 23, 24 and 25 may be surveyed, to create Lots 23A, 24A or 25A, and sold to an adjoining landowner, reserved from a sale of a lot, or separately sold. These Lots 23A, 24A and 25A may be used for pasture purposes only and not for residence construction.

18. All buildings constructed in Harris Grove Country Estates Phase III shall be professionally constructed so as to blend in harmoniously with the existing homes, including color, and shall not be located in the front of the dwelling. All pools and pool fences shall comply with State law.

19. No organized motor cross or race tracks permitted. Private 4-wheeling and snowmobiling by property owners upon their own property shall be allowed. No such activity shall be so conducted as to become a nuisance to the neighborhood.

20. No organized shooting ranges or shooting clubs shall be permitted.

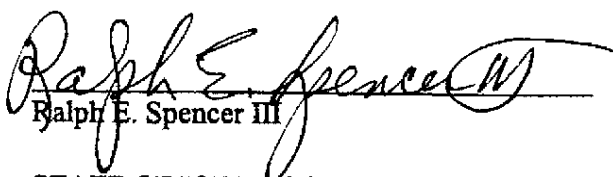
21. The front and rear ten feet (10') of all lots and the ten feet (10') adjoining side lot lines of all lots shall be subject to an easement which is hereby reserved for the installation and maintenance of both public and private water wells, private water lines, both private and public electrical lines, and both private and public telephone lines. As to well and water line easements, such easements will be used if needed to provide water to adjoining owners of Lots in Harris Grove Country Estates Phase III. Should the owners of Lots in Harris Grove Country Estates Phase III need to use the 10' easement area on an adjoining property owners property to obtain water, the cost of the new well and lines constructed on the easement area shall be 100% the responsibility of the party needing the well. The person owning the easement area upon which the new well is located shall have no responsibility for installation, and/or maintenance costs of said well and lines. There shall be no two party wells on these parcels, unless agreed to in writing by the parties involved. This agreement is in no way intended to create two party wells, and in no way shall it force a property owner to supply an adjoining property owner water from their own private well.

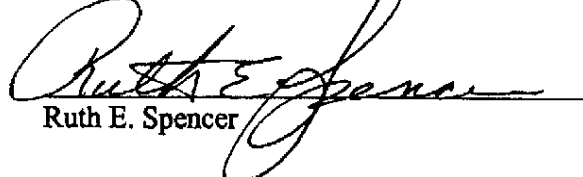
Further, Whitetail Drive and Grove Creek Trail shall be subject to an easement for the location and maintenance of public power and telephone utility lines and equipment.

22. The owners of all Lots in Harris Grove Country Estates Phase III agree to accept normal water drainage from adjoining parcels as dictated by mother nature and the lay of the land. Said owners also agree not to change this normal drainage pattern in any way that would alter normal water drainage patterns onto an adjoining land owner. Owners of each lot agree not to remove or restructure any erosion control structures currently in place (terraces and etc.) on their property, without first consulting, and obtaining approval from, the developer and NRCS.

23. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

24. If the present or future owners of any of said lots, or the grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other due for such violation.



Ralph E. Spencer III


Ruth E. Spencer

STATE OF IOWA, COUNTY OF HARRISON) ss.

On this 21st day of April, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph E. Spencer III and Ruth E. Spencer, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.




Notary public in and for said State