

RECORDER'S INDEX	
LOT: PARCEL "A"	
BLOCK:	
SUBDIVISION:	
ALIQUOT PART: SW1/4	
SECTION:	
SECTION: 06 / TOWNSHIP: 74N / RANGE: 41W	
CITY: TREYNOR	
COUNTY: POTTAWATTAMIE	
PROPRIETOR: BLUFFS HOMES LLC	
REQUESTED BY: BLUFFS HOMES LLC	
DATE OF FIELD SURVEY: MAY 27, 2020	

PREPARED BY: DAVID E. FORSYTHE, P.L.S., HGM ASSOCIATES INC., 640 5TH AVENUE, COUNCIL BLUFFS, IOWA 51501 (712)323-0530

NOTE:

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

CITY COUNCIL

Allen Hadfield  
APPROVED BY MAYOR: THE HONORABLE ALLEN HADFIELD DATE June 10, 2020

ATTESTED TO BY:  
Michael Holton  
CITY MANAGER/CLERK: MICHAEL HOLTON DATE June 10, 2020

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA, HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN HEARTLAND SUBDIVISION PHASE 1, IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

Lea A. Voss  
TREASURER OF POTTAWATTAMIE COUNTY, IOWA: LEA A. VOSS DATE 6/12/2020

WE HEREBY CERTIFY THAT WE WILL MEET ALL EQUAL OPPORTUNITY AND FAIR MARKETING OBJECTIVES CONSISTENT WITH FEDERAL, STATE AND LOCAL GUIDELINES. WE HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUSLY WITH THE FILING OF THE FINAL PLAT;

- ALL PRIVATE RESTRICTIONS AND/OR COVENANTS WILL BE A PART OF THE SUBJECT DEVELOPMENT.
- CERTIFIED RESOLUTION OF EACH GOVERNING BODY APPROVING THE SUBDIVISION OR WAIVING THE RIGHT TO REVIEW.

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT BLUFFS HOMES LLC, BEING THE SOLE OWNER OF THE PROPERTY DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID PROPERTY TO BE SUBDIVIDED AS LOTS 1 THROUGH 29, INCLUSIVE AND PUBLIC STREET RIGHT-OF-WAY FOR FIRETHORN DRIVE AND AUGUSTA DRIVE. SAID PROPERTY TO BE KNOWN AS HEARTLAND SUBDIVISION PHASE 1. SAID BLUFFS HOWES LLC DOES HEREBY DEDICATE TO THE PUBLIC THE RIGHT-OF-WAY FOR FIRETHORN DRIVE (0.582 ACRE, MORE OR LESS) AND AUGUSTA DRIVE (1.002 ACRES, MORE OR LESS).

AS PART OF THIS PLATTING, BLUFFS HOMES LLC DOES HEREBY GRANT TO CITY OF TREYNOR, A MUNICIPAL CORPORATION OF THE STATE OF IOWA, AND ITS AGENTS, CONTRACTORS AND ASSIGNS, A PERMANENT NONEXCLUSIVE UTILITY EASEMENT IN LOT 10 AS SHOWN ON THE THE DRAWING WHICH IS PART OF THIS DOCUMENT.

# FINAL PLAT OF HEARTLAND SUBDIVISION PHASE 1

A PARCEL OF LAND BEING A PORTION OF PARCEL "A" IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 06, TOWNSHIP 74 NORTH, RANGE 41 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF TREYNOR, POTTAWATTAMIE COUNTY, IOWA

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL "A" IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 06, TOWNSHIP 74 NORTH, RANGE 41 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF TREYNOR, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 06;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW1/4), NORTH 89 DEGREES 51 MINUTES 19 SECONDS EAST, 788.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89 DEGREES 51 MINUTES 19 SECONDS EAST, 301.57 FEET;

THENCE SOUTH 03 DEGREES 05 MINUTES 32 SECONDS WEST, 826.54 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, TO WHICH POINT A RADIAL LINE BEARS NORTH 04 DEGREES 05 MINUTES 39 SECONDS WEST, 604.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48 DEGREES 01 MINUTE 17 SECONDS, 506.23 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 180.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52 DEGREES 53 MINUTES 32 SECONDS, 166.17 FEET;

THENCE NORTH 89 DEGREES 13 MINUTES 24 SECONDS WEST, 8.60 FEET TO A POINT ON THE EAST LINE OF STEPHENS RIDGE FIRST ADDITION IN SAID CITY OF TREYNOR;

THENCE ALONG SAID STEPHENS RIDGE FIRST ADDITION THE FOLLOWING TWELVE (12) COURSES:

- NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST, 428.15 FEET;
- NORTH 73 DEGREES 18 MINUTES 07 SECONDS WEST, 10.39 FEET;
- NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST, 91.17 FEET;
- SOUTH 89 DEGREES 07 MINUTES 34 SECONDS EAST, 120.00 FEET;
- SOUTH 00 DEGREES 52 MINUTES 26 SECONDS WEST, 5.00 FEET;
- SOUTH 89 DEGREES 07 MINUTES 34 SECONDS EAST, 192.62 FEET;
- NORTH 08 DEGREES 24 MINUTES 26 SECONDS WEST, 78.31 FEET;
- NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST, 334.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, TO WHICH POINT A RADIAL LINE BEARS NORTH 18 DEGREES 14 MINUTES 38 SECONDS EAST, 170.00 FEET;
- EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 01 MINUTE 37 SECONDS, 8.98 FEET;
- NORTH 24 DEGREES 01 MINUTE 59 SECONDS EAST, 60.05 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 21 DEGREES 57 MINUTES 21 SECONDS WEST, 15.00 FEET;
- NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES 55 MINUTES 02 SECONDS, 18.04 FEET;
- NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST, 134.78 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 388,024 SQUARE FEET (8.908 ACRES), MORE OR LESS.

IN WITNESS THEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF THE BLUFFS HOMES LLC PROPERTY AS CONTAINED HEREIN ON THIS

11<sup>th</sup> DAY OF June, 2020.

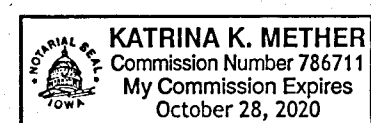
BY: Jason M. James  
JASON M. JAMES  
MANAGER

STATE OF IOWA )  
 ) SS.  
COUNTY OF POTTAWATTAMIE )

ON THIS 11<sup>th</sup> DAY OF June, 2020, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED JASON M. JAMES, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE IS A MANAGING MEMBER OF BLUFFS HOMES LLC, 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 MEMBERS AND THAT SAID JASON M. JAMES ACKNOWLEDGED THE EXECUTION OF THE INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY BY IT VOLUNTARILY EXECUTED.

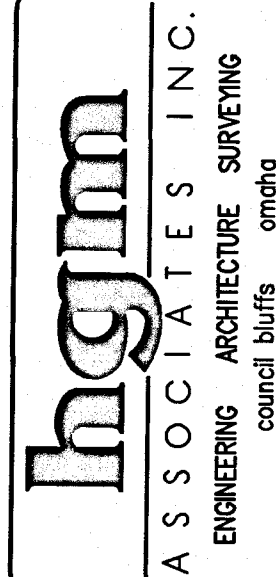
Katrina K. Mether  
NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES 10-28-2020



	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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.		
	<u>David E. Forsythe</u> DAVID E. FORSYTHE JUNE 4, 2020 DATE		
	LICENSE NUMBER <u>25604</u> MY LICENSE RENEWAL DATE IS DECEMBER 31, <u>2020</u>		
	PAGES OR SHEETS COVERED BY THIS SEAL: <u>SHEET 1 OF 2 SHEET 2 OF 2</u>		

This drawing is being made for use on the project in accordance with the agreement for professional services between the engineer and the owner. The engineer is not responsible for the accuracy of the information provided by the owner or for the use of the drawing for any purpose other than that for which it was prepared.



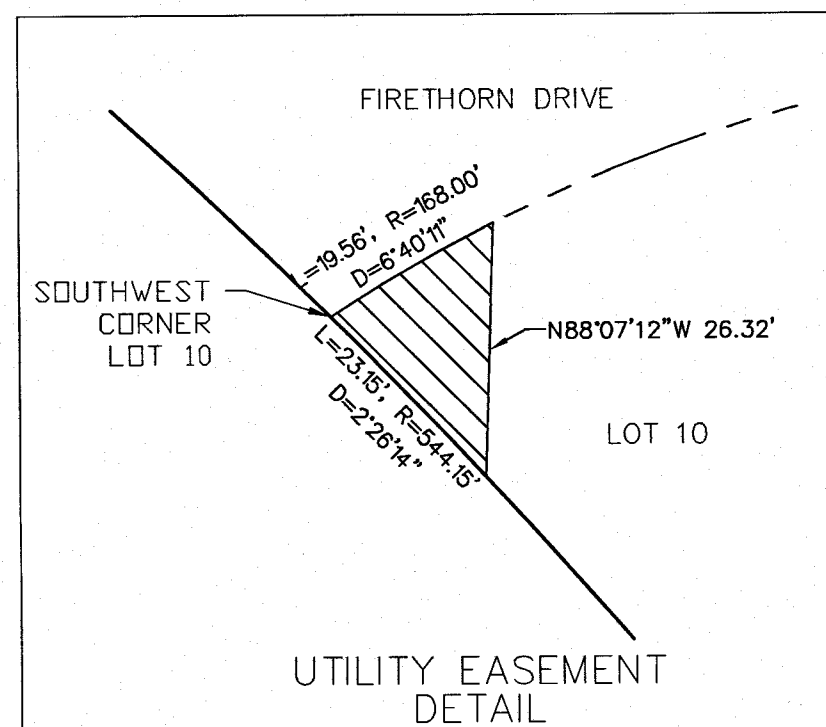
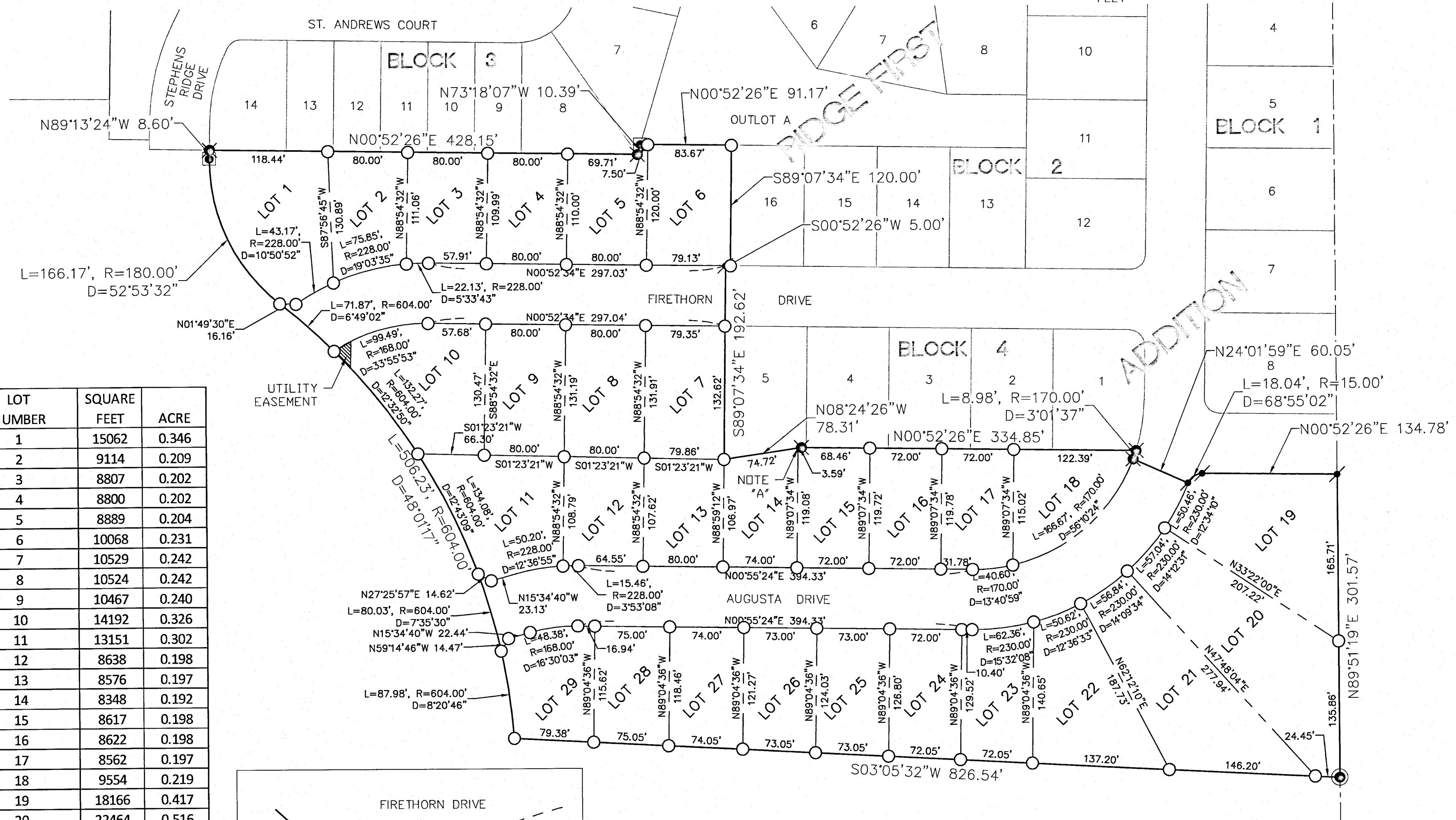
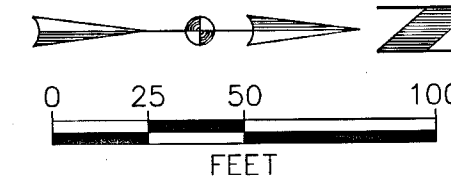
DEF	drawn	date
DEF	designed	revision
DEF	approved	date
JUNE 20		

HEARTLAND SUBDIVISION PHASE 1  
PORTION PARCEL "A" SW1/4 SECTION 06-74-41  
BLUFFS HOMES L.L.C.  
FINAL PLAT

project no.  
111218  
sheet  
1 OF 2

# FINAL PLAT OF HEARTLAND SUBDIVISION PHASE 1

A PARCEL OF LAND BEING A PORTION OF PARCEL "A" IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 06, TOWNSHIP 74 NORTH, RANGE 41 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF TREYNOR, POTTAWATTAMIE COUNTY, IOWA



## LEGEND

- FOUND 5/8" REBAR
- FOUND REBAR w/YELLOW CAP #10569
- FOUND REBAR w/RED CAP #18137
- FOUND REBAR w/YELLOW CAP 14415
- SET 5/8"x18" REBAR w/YELLOW PLASTIC CAP MARKED "HGM ASSOC. PLS 25604"

NOTES:  
A COULD NOT SET NORTHEAST CORNER OF LOT 14, CONCRETE FOUNDATION FOR FENCE POST.

LOT NUMBER	SQUARE FEET	ACRE
1	15062	0.346
2	9114	0.209
3	8807	0.202
4	8800	0.202
5	8889	0.204
6	10068	0.231
7	10529	0.242
8	10524	0.242
9	10467	0.240
10	14192	0.326
11	13151	0.302
12	8638	0.198
13	8576	0.197
14	8348	0.192
15	8617	0.198
16	8622	0.198
17	8562	0.197
18	9554	0.219
19	18166	0.417
20	22464	0.516
21	19514	0.448
22	14303	0.328
23	9595	0.220
24	9228	0.212
25	9155	0.210
26	8953	0.206
27	8870	0.204
28	8778	0.201
29	9463	0.217
STREET NAME	SQUARE FEET	ACRE
FIRETHORN DRIVE	25359	0.582
AUGUSTA DRIVE	43656	1.002
TOTAL AREA	388024	8.908

This drawing is being made in accordance with the provisions of the Iowa Code, Chapter 177, and the rules and regulations of the Board of Professional Engineers, Architects and Surveyors, State of Iowa, and the rules and regulations of the Board of Professional Engineers, Architects and Surveyors, State of Iowa, and the rules and regulations of the Board of Professional Engineers, Architects and Surveyors, State of Iowa.

**hgm**  
ASSOCIATES INC.  
ENGINEERING ARCHITECTURE SURVEYING  
council bluffs omaha

DEF. drawn  
DEF. designed  
DEF. approved  
JUNE 20  
date revision

project  
**HEARTLAND SUBDIVISION, PHASE 1**  
PORTION PARCEL "A", SW1/4 SECTION 06-74-41  
client  
**BLUFFS HOMES LLC**  
sheet  
**FINAL PLAT**

project no.  
111218  
sheet  
2 OF 2

**AFFIDAVIT OF MORTGAGE HOLDERS' CONSENT TO  
PLAT AND DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR HEARTLAND SUBDIVISION,  
POTTAWATTAMIE COUNTY, IOWA**

State of Iowa, County of Pottawattamie, ss.:

MATTHEW S. SAAR, Your Affiant herein, after first being duly sworn on oath, deposes and states as follows:

1. Your Affiant is a Vice President of Agricultural and Business Banking for TREYNOR STATE BANK, an Iowa Banking Corporation, and has held this position for more than three (3) years.
2. TREYNOR STATE BANK is the holder of Mortgage filed on September 10, 2019, in the Office of the Pottawattamie County Recorder at Book 2019 Page 11105 ("the Mortgage").
3. The Borrower under the Mortgage is BLUFFS HOMES, LLC, an Iowa Limited Liability Company.
4. The Mortgage encumbers certain real property legally described as being a Portion of Parcel "A," as more fully set forth in Exhibit "A," attached hereto and incorporated herein by this reference ("the subject property").
5. BLUFFS HOMES, LLC, proposes to plat the subject property for residential development, and further proposes to establish a Declaration of Restrictions and Covenants as set forth in the attached documents.
6. The Plat and the Declaration of Restriction and Covenants were prepared with the free consent of TREYNOR STATE BANK.
7. TREYNOR STATE BANK agrees to release its mortgage on any areas conveyed to the City of Council Bluffs, and/or to the County of Pottawattamie, State of Iowa, and/or any areas dedicated to the public upon approval of the Final Plat of Heartland Subdivision.

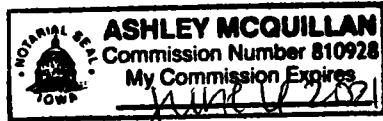
Further Your Affiant sayeth not.

Dated this 11 day of June, 2020.

*Matthew S Saar*

MATTHEW S. SAAR, Your Affiant herein

Signed and sworn to before me this 11 day of June, 2020, by MATTHEW S. SAAR,  
Vice President of Agricultural and Business Banking for TREYNOR STATE BANK.



*Ashley McQuillan*  
Signature of Notary Public

## EXHIBIT "A"

A portion of the Parcel "A" in the Southwest Quarter (SW ¼) of Section 06, Township 74 North, Range 41 West of the 5th Principle Meridian, City of Treynor, Pottawattamie County, Iowa, being more fully described as follows:

Commencing at the West Quarter corner of said Section 06;

Thence along the North line of said Southwest Quarter, North 89 degrees 51 minutes 19 seconds East, 788.75 feet to the true point of beginning.

Thence continuing along said North line, North 89 degrees 51 minutes 19 seconds East, 301.57 feet;

Thence South 03 degrees 05 minutes 32 seconds West, 826.54 feet to a point on a non-tangent curve concave Southerly, to which Point A radial line bears North 04 degrees 05 minutes 39 seconds West. 604.00 feet;

Thence Southwesterly along said curve through a central angle of 48 degrees 01 minute 17 seconds, 506.23 feet to the beginning of a reverse curve, concave Northwesterly having a radius of 180.00 feet;

Thence Southwesterly along said curve through a central angle of 52 degrees 53 minutes 32 seconds, 166.17 feet;

Thence North 89 degrees 13 minutes 24 seconds West, 8.60 feet to a point on the East line of Stephens Ridge First Addition in said City of Treynor;

Thence along said Stephens Ridge First Addition the following twelve (12) courses:

- 1) NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST, 428.15 FEET;
- 2) NORTH 73 DEGREES 18 MINUTES 07 SECONDS WEST, 10.39 FEET;
- 3) NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST, 91.17 FEET;
- 4) SOUTH 89 DEGREES 07 MINUTES 34 SECONDS EAST, 120.00 FEET;
- 5) SOUTH 00 DEGREES 52 MINUTES 26 SECONDS WEST, 5.00 FEET;
- 6) SOUTH 89 DEGREES 07 MINUTES 34 SECONDS EAST, 192.62 FEET;
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- 9) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 01 MINUTE 37 SECONDS, 8.98 FEET;
- 10) NORTH 24 DEGREES 01 MINUTE 59 SECONDS EAST, 60.05 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 21 DEGREES 57 MINUTES 21 SECONDS WEST, 15.00 FEET;
- 11) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES 55 MINUTES 02 SECONDS, 18.04 FEET
- 12) NORTH 00 DEGREES 52 MINUTES 26 SECONDS EAST, 134.78 FEET TO THE TRUE POINT OF BEGINNING.

# *John P. Fahey*

Attorney-at-Law  
535 West Broadway, Suite 203  
Council Bluffs, IA 51503

Bar No. 19050

(712) 328-1017  
FAX (712) 328-1161

June 5, 2020

Bluffs Homes LLC  
535 W Broadway, Suite #100  
Council Bluffs, IA 51503

RE: SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Dear Sirs:

I have examined title for Final Opinion to the above-described real estate as disclosed by an abstract last certified by Clear Title & Abstract, LLC consisting of 71 entries as of June 3, 2020, at 8:00 A.M.

After such examination, it is the opinion of the undersigned that good and merchantable fee simple title as of June 3, 2020, is indefeasibly vested in Bluffs Homes LLC, an Iowa limited liability company subject only to the following:

1. A mortgage executed by Bluffs Homes LLC to Treynor State Bank, dated August 27, 2019, filed September 10, 2019 in Book 2019, Page 11105 to secure \$900,000.00. (Tract I only)
2. Entries #20 and #21. Terms and Conditions of Urban Renewal Plan affecting subject property, filed April 9, 1990 in Book 90, Page 21215 and Book 90, Page 21221.
3. Entry #28. Terms and Conditions of Fire Protection Charter Agreement affecting subject and other property, filed December 13, 2002 in Book 103, Page 40515.
4. Entry #34. Annexation Resolution annexing subject and other property, filed November 6, 2007 in Book 2007, Page 017780.
5. Entry #44. Plat of Survey of Parcel "A", which includes subject property, filed December 17, 2012 in Book 2012, Page 19173. Survey sets out an encroachment (Exhibit "C") on part of subject property.

6. Entry #53. Detention Basin Use Agreement, filed June 21, 2019 in Book 2019, Page 07114 allowing subject property owners the storing of water runoff of specific adjacent property as detailed in the Agreement.
7. Entry #54. Plat of Survey of portion of the subject property (identified in the Survey as "Parcel 19009"), filed July 19, 2019 in Book 2019, Page 08604. Survey shows encroachment (Encroachment "A") on a portion of the property.
8. Entry #55. Plat of Survey of portion of subject property (identified as "Parcel 19011"), filed July 19, 2019 in Book 2019, Page 08605. Survey shows encroachment (Encroachment "A") on portion of subject property.
9. Entries #57 thru #60. References governmental ordinances and resolutions that may affect the subject property.
10. Judgment Lien Search: Bluffs Homes LLC  
Treyner Vision Group Inc.

None Found

11. Real Estate Taxes:  
The 2017 real estate taxes and all prior years paid.  
The 2018/2019 real estate taxes, ALL UNPAID.

Parcel No. 744106325026 (INACTIVE)

Parcel No. 744106325002; NOT YET ASSESSED  
744106325003 FOR 2018

#### CAUTION

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 title holders 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, whether or not there is access to the property, and any rights acquired by adverse possession by fences, driveways, etc., which might be indicated upon inspection or survey of the premises.

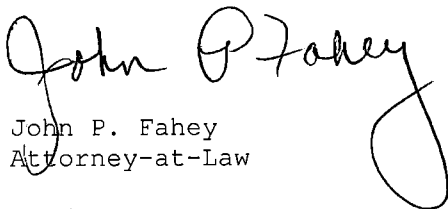
You should determine whether any solid wastes, hazardous substances, pollutants, above or below ground storage tanks, drainage wells, water wells, landfill sites or other environmentally regulated conditions exist on the property. Such conditions are not ordinarily shown in the abstract, but they may 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.

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 a lien upon the property when certified to the County Treasurer's Office. You should check with the 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.

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.

This Opinion is for the benefit of the addressee only. No other persons are entitled to rely hereon.

Respectfully submitted,



John P. Fahey  
Attorney-at-Law

JPF/lr



EXHIBIT "A"  
LEGAL DESCRIPTION

TRACT I:

Being a portion of Parcel "A" in the Southwest Quarter (SW1/4) of Section 6, Township 74 North, Range 41 West of the 5<sup>th</sup> Principal Meridian, City of Treynor, Pottawattamie County, Iowa, being more fully described as follows:

Commencing at the West Quarter Corner of said Section 6; thence along the North line of said Southwest Quarter (SW1/4), North 89 Degrees 51 Minutes 19 Seconds East, 788.75 feet to the True Point of Beginning; thence continuing along said North line, North 89 Degrees 51 Minutes 19 Seconds East, 301.57 feet; thence South 03 Degrees 05 Minutes 32 Seconds West, 826.54 feet to a point on a non-tangent curve concave Southerly, to which point a radial line bears North 04 Degrees 05 Minutes 39 Seconds West, 604.00 feet; thence Southwesterly along said curve through a central angle of 48 Degrees 01 Minute 17 Seconds, 506.23 feet to the beginning of a reverse curve, concave Northwesterly having a radius of 180.00 feet; thence Southwesterly along said curve through a central angle of 52 Degrees 53 Minutes 32 Seconds, 166.17 feet; thence North 89 Degrees 13 Minutes 24 Seconds West, 8.60 feet to a point on the East line of Stephens Ridge First Addition in said City of Treynor; thence along said Stephens Ridge First Addition the following twelve (12) courses:

- 1) North 00 Degrees 52 Minutes 26 Seconds East, 428.15 feet;
- 2) North 73 Degrees 18 Minutes 07 Seconds West, 10.39 feet;
- 3) North 00 Degrees 52 Minutes 26 Seconds East, 91.17 feet;
- 4) South 89 Degrees 07 Minutes 34 Seconds East, 120.00 feet;
- 5) South 00 Degrees 52 Minutes 26 Seconds West, 5.00 feet;
- 6) South 89 Degrees 07 Minutes 34 Seconds East, 192.62 feet;
- 7) North 08 Degrees 24 Minutes 26 Seconds West, 78.31 feet;
- 8) North 00 Degrees 52 Minutes 26 Seconds East, 334.85 feet to a point on a non-tangent curve concave Southerly, to which point a radial line bears North 18 Degrees 14 Minutes 38 Seconds East, 170.00 feet;
- 9) Easterly along said curve through a central angle of 03 Degrees 01 Minute 37 Seconds, 8.98 feet;
- 10) North 24 Degrees 01 Minute 59 Seconds East, 60.05 feet to a point on a non-tangent curve concave Northeasterly, to which point a radial line bears South 21 Degrees 57 Minutes 21 Seconds West, 150.00 feet;
- 11) Northwesterly along said curve through a central angle of 68 Degrees 55 Minutes 02 Seconds, 18.04 feet;
- 12) North 00 Degrees 52 Minutes 26 Seconds East, 134.78 feet to the True Point of Beginning.

EXHIBIT "A"  
LEGAL DESCRIPTION  
(continued)

AND

TRACT II:

Being a portion of Parcel "A" in the Southwest Quarter (SW1/4) of Section 6, Township 74 North, Range 41 West of the 5<sup>th</sup> Principal Meridian, City of Treynor, Pottawattamie County, Iowa, being more fully described as follows:

Commencing at the West Quarter Corner of said Section 6; thence along the North line of said Southwest Quarter (SW1/4), North 89 Degrees 51 Minutes 19 Seconds East, 1090.32 feet; thence South 03 Degrees 05 Minutes 32 Seconds West, 826.54 feet to the True Point of Beginning; thence continuing South 03 Degrees 05 Minutes 32 Seconds West, 60.53 feet to a point on a non-tangent curve concave Southeasterly to which point a radial line bears North 04 Degrees 53 Minutes 30 Seconds West, 544.00 feet; thence Southwesterly along said curve through a central angle of 47 Degrees 13 Minutes 26 Seconds, 448.37 feet to the beginning of a reverse curve, concave Northwesterly, having a radius of 240.00 feet; thence Southwesterly along said curve through a central angle of 52 Degrees 53 Minutes 32 Seconds, 221.55 feet; thence North 89 Degrees 13 Minutes 24 Seconds West, 8.70 feet to a point on the East line of Stephens Ridge First Addition in said City of Treynor; thence along said East line, North 00 Degrees 52 Minutes 26 Seconds East, 60.00 feet; thence South 89 Degrees 13 Minutes 24 Seconds East, 8.60 feet to the beginning of a curve concave Northwesterly, having a radius of 180.00 feet; thence Northeasterly along said curve through a central angle of 52 Degrees 53 Minutes 32 Seconds, 166.17 feet to the beginning of a reverse curve, concave Southeasterly, having a radius of 604.00 feet; thence Northeasterly along said curve through a central angle of 48 Degrees 01 Minute 17 Seconds, 506.23 feet to the True Point of Beginning.

RESOLUTION NO. 20-06-03

A RESOLUTION granting approval of Heartland Subdivision Final Plat, within the City of Treynor, Iowa.

WHEREAS, Heartland Properties is requesting approval of a final plat for Heartland Subdivision; and

WHEREAS, the purpose of the final plat is to allow construction of residential housing as shown on said plat; and

WHEREAS, the proposed final plat is generally consistent with the Comprehensive Plan and the purpose and intent of the Zoning and Subdivision Ordinances;

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

That the final plat for Heartland Subdivision, as shown on Attachment "A" is hereby approved; and

BE IT FURTHER RESOLVED

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

ADOPTED  
AND June 1, 2020  
APPROVED

  
\_\_\_\_\_  
ALLEN J. HADFIELD, Mayor

Attest:

  
\_\_\_\_\_  
MICHAEL HOLTON, City Manager/Clerk

Prepared by: Christopher L. Juffer, 535 W. Broadway, Suite 200, Council Bluffs, IA 51503  
Return to: Christopher L. Juffer, 535 W. Broadway, Suite 200, Council Bluffs, IA 51503

**DECLARATION OF RESTRICTIONS AND COVENANTS  
HEARTLAND SUBDIVISION PHASE I**

WHEREAS, Bluffs Homes, LLC, an Iowa limited liability company (hereinafter referred to as the “Developer”), is the owner of Lots 1 through 29, Heartland Subdivision Phase I to the Town of Treynor, Pottawattamie County, Iowa (hereinafter collectively referred to as the “Property”); and

WHEREAS, the Developer desires to establish a uniform plan for the residential development of the Property.

NOW, THEREFORE, the Developer does hereby create, establish, and adopt the following covenants and restrictions against and upon the Property, which shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in the Property or any part thereof:

1. DEFINITIONS:

- (A) The term “City” shall be deemed to mean the City of Treynor, Pottawattamie County, Iowa.
- (B) The term “Lot” or “Lots” shall be deemed to mean all single family Lots now or hereafter located on the Property, which are shown on any Final Plat of all or any portion of the Property; provided that said Final Plat has been filed in the office of the Recorder of Pottawattamie County, Iowa.
- (C) The term “Lot Owner” shall be deemed to mean the owner or owners of record of any Lot.
- (D) The term “Developer” shall be deemed to mean Bluffs Homes, LLC, an Iowa limited liability company, or its successors or assigns.
- (E) The term “Property” shall be deemed to mean Lots 1 through 29, Heartland Subdivision Phase I to the Town of Treynor, Pottawattamie County, Iowa.

2. No Lot or any dwelling hereafter placed or constructed on any Lot shall be used other than for single-family residential purposes. No more than one outbuilding may be constructed on any single Lot, excluding the residence, and shall be constructed of compatible and similar materials and design as the residence. The design and size of all buildings constructed upon a Lot must be approved by the Developer in accordance with Paragraph 5 below for the construction of the initial dwelling on the Lot. In addition, any dwelling or outbuilding must be constructed in conformance with the City's Municipal Code including, but not limited to, its zoning, subdivision, and building regulations.

3. The Lot Owner shall commence construction of a residence on its Lot within eighteen (18) months from closing on the purchase of the Lot by the original Lot Owner from the Developer. The residence constructed on the Lot shall be completed within twelve (12) months after the commencement of construction. The period of eighteen (18) months within which construction must be commenced shall be binding upon subsequent purchasers of any Lot, and shall run from the initial conveyance from the Developer to a Lot Owner and shall not be extended without the written consent of Developer, which Developer may choose to extend at its complete and absolute discretion. In the event the Lot Owner does not commence construction of a residence on a Lot within eighteen (18) months from the closing on the purchase of the Lot by the original Lot Owner from the Developer, then Developer shall have the right, at its option, to repurchase the Lot from the Lot Owner (including any subsequent Lot Owner acquiring the Lot from the original Lot Owner) for the price the original Lot Owner paid to Developer for the original purchase, less ten percent (10%) of the total original purchase price. Developer may exercise this option at any time after the expiration of eighteen (18) months from the date of the initial conveyance of title from the Developer, so long as construction has not been commenced. Additionally, Developer shall have the first right of refusal to purchase any Lot if the Lot Owner desires to sell such Lot within eighteen (18) months following the initial conveyance from Developer to a Lot Owner. During this period, Lot Owner shall give Developer immediate written notice of any accepted offer to purchase the Lot, and Developer shall have thirty (30) days after the date of the notice to exercise its first right of refusal hereunder, by tendering its offer to purchase to Lot Owner on substantially the same terms and conditions of the prior accepted offer. If Developer does not exercise this first right of refusal to purchase within the thirty (30) day period, this right shall terminate, and Lot Owner may proceed to sell the Lot pursuant to the prior accepted offer. All options and first rights of refusal hereunder shall terminate upon completion of construction of the residence on the Lot.

4. The Developer reserves to itself and its assigns, the exclusive right to establish all grades and slopes upon all Lots and to fix the grade at which any dwelling shall be placed or constructed upon any Lot in conformity with the general plan for the development of the Property, and the City's Municipal Code including, but not limited to, its zoning, subdivision, and building regulations. Once such grades, slopes, and/or contours have been established by the Developer, they shall not be changed in connection with the construction of any building or other improvement on a Lot without written permission from the Developer, but in no event will any such lot be graded or sloped so as to change the flow of surface waters to or from adjoining Lots. Notwithstanding the foregoing, any dwelling placed or constructed upon a Lot by a Lot Owner shall comply with the "Lowest Allowable Building Opening Elevation" set forth on the Final Plat approving such

Lot and shall be constructed in conformance with the City's Municipal Code including, but not limited to, its zoning, subdivision, and building regulations. All rights under this paragraph shall be binding upon subsequent purchasers of the Lot, and shall run from the initial conveyance from the Developer

Each Lot Owner shall be responsible for implementing and maintaining adequate erosion control measures on its Lot. The adequacy of erosion control measures on a Lot shall be subject to continual review during constructions and until all sod has been established on the Lot. Each Lot Owner shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon its Lot. Developer shall have the right to require any Lot Owner to maintain silt fences, straw bales, or other additional measures if soil is observed to be eroding onto abutting Lots, sidewalk, or into any street or storm sewer swale. In the event any Lot Owner fails or refuses to perform any required implementation or maintenance of erosion control measures, the Developer after twenty-four (24) hours notice to the Lot Owner in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance, together with a ten percent (10%) administrative fee, shall be the personal obligation of the Lot Owner who is or was the Lot Owner failing to perform its obligations, shall bear interest at the rate of fourteen percent (14%) per annum, shall be a lien upon the Lot assessed, and the Developer incurring such cost shall be entitled to file a lien with the office of the Recorder of Pottawattamie County, Iowa regarding the same until such costs are fully paid by the Lot Owner.

5. Plans for the initial dwelling to be placed or constructed upon any Lot shall show the size, exterior material and exterior color, design, and plot plan for the building. One set of such plans shall be left on permanent file with the Developer. The construction of the initial dwelling or other structure on any Lot shall not be commenced unless and until written approval of the plans for the building has first been obtained from the Developer. Written approval or disapproval of such plans shall be given by the Developer within thirty (30) days from and after the receipt thereof. Approval of such plans shall not be unreasonably withheld. In the event of the disapproval of such plans, a written statement of the grounds for such disapproval shall be given. The Developer however, reserves to itself and its assigns the exclusive right to approve or disapprove any such plans, if in its sole opinion either the size, material, or exterior plan do not conform to the general design standard, and overall development characteristics of the Property.

6. The following general standards of initial development shall guide the Developer in the review of any plans for dwelling structures submitted for approval. These standards shall not be relied upon, interpreted, or applied as absolute requirements for plan approvals. The Developer shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. The Developer shall have the right to reduce, increase, or otherwise explicitly modify these standards within other additions to the Property. However, notwithstanding the foregoing, the Developer's ability to allow for the reduction to the "Minimum Floor Area" set forth below shall not exceed ten percent (10%) of the "Minimum Floor Area" set forth below.

a. Minimum Floor Area. The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks, or enclosed decks shall be as follows:

- i. Single Story Ranch Style: 1,300 sq. ft.
  - ii. Two Story or Story and 1/2: 1,800 sq. ft.
- b. Exterior Finish.
  - i. Approval. The exterior finish materials and colors shall be approved by the Developer.
  - ii. Front Elevation. The front elevation shall be covered with at least 20% brick, stone, or stucco. There shall be no exposed foundation on the front elevation of any dwelling. It shall be completely faced with brick, stone, or stucco.
  - iii. Exposed Foundation. Exposed foundation walls other than the front elevation shall not exceed 24 inches and shall be painted or sided to match the exterior color scheme of the dwelling.
  - iv. Roof and Roofing Materials. All dwellings shall be roofed in a gable or hip style and shall include an overhang of at least twelve inches (12"). Roofing materials shall be equal to or better than an architectural grade shingle which provide as an appearance of depth and has a thirty (30) year life expectancy or more.
- c. Attached Garage. All dwellings shall have at least a full size, two stall attached garage which shall not exceed the height of the dwelling.
- d. Solar Panels. Any active solar panels shall be flush with the roof or side wall of a dwelling and shall not be located in any required yard or upon any accessory structure.

All dwellings and outbuildings located on any Lot shall be constructed in conformity with the requirements of the City's Municipal Code including, but not limited to, its zoning, subdivision, and building regulations. Public sidewalks and street trees shall be installed as required by the City by Lot Owners other than the Developer.

7. No partially completed dwelling or temporary building and no tent or shack on any Lot located on the Property shall be used as either a temporary or permanent residence; except that the Developer or any builder constructing homes on the Property may use temporary buildings for storage of any tools and materials used in constructing homes and the general development of the subdivision.

8. No wires, antennas, or other equipment for electric power or electronic communications shall be permitted on any Lot, except underground or within a building; provided a satellite dish up to eighteen inches (18") in circumference shall be permitted.

9. No noxious or offensive activity shall be carried on or permitted upon any Lot; nor shall anything be done thereon which is or may become an annoyance or nuisance to the adjoining Lots or endanger the health or unreasonably disturb the quiet of the owners or occupants of adjoining Lots.

10. No advertising signs, billboards, or other advertising device shall be erected, placed, or permitted on any Lot, provided however, that the Developer may place signs advertising Lots for sale, and provided further, that a sign advertising a Lot for sale may be placed upon such Lot by the Lot Owner.

11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot; except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. The Pottawattamie County Code and the City's Municipal Code shall be used in determining the number of animals that are allowed per Lot.

12. Any Lot Owner, except for the Developer, of a Lot which abuts or is adjacent to a public sidewalk, as shown on the Final Plat of all or any portion of the Property, shall install and maintain such sidewalk. Sidewalks shall be constructed and paid for by such Lot Owner upon the earlier date of: (i) the construction of a single-family residence on such Lot; or (ii) whenever required by the City.

13. Any Lot Owner, except for the Developer, of a Lot shall be responsible for the installation of any required street tree(s) on the Lot Owner's Lot. Street trees shall be installed and paid for by such Lot Owner upon the earlier of: (i) the construction of a single-family residence on such Lot; or (ii) whenever required by the City.

14. No recreational vehicle shall be parked or stored on or in front of any Lot, except within an enclosed structure; provided, however, that recreational vehicles may be temporarily parked on or in front of a Lot for a period of time not to exceed twenty-one (21) days per year. For purposes of this paragraph, "recreational vehicle" shall mean a vehicular unit not exceeding forty feet (40') in overall length, eight feet (8') in depth, or twelve feet (12') in overall height, primarily designed as temporary living quarters for recreational camping or travel use having either its own motive power or designed to be mounted on or drawn by an automotive vehicle. Recreational vehicle includes motor home, truck camper, travel trailer, camping trailer, and fifth wheel. It shall also include a boat mounted on a trailer, together not exceeding forty feet (40') in body length, eight feet (8') in width, or twelve feet (12') in overall height.

15. Any Lot Owner of any Lot on which a landscape screen is required to be installed by the City, whether such landscape screen is composed of structural or live plant materials, shall continuously maintain such landscape screen.

16. Fencing and types of fencing shall require approval from the Developer prior to commencement of construction. No fences shall be allowed in the front yard of any Lot; provided, however, fences shall be allowed in the front yard of a corner Lot that abuts more than one (1) public street. All fences placed on a Lot shall be black chain-link fencing and shall never exceed five feet (5') in height. No fences shall be constructed in any drainage way or easement noted on



any Final Plat of the Property or any other relevant documents. All fencing must comply with and be constructed in conformance with the City's Municipal Code including, but not limited to, its zoning, subdivision, and building regulations.

17. The Property does not include any common areas. As such, there is no Iowa nonprofit corporation being created to serve as a homeowners' association to maintain any common areas or to enforce these covenants and restrictions. Lot Owners shall have the right to enforce these covenants and restrictions against other Lot Owners through the court system.

18. In the event the Lot Owners determine it would be in the best interests of the Lot Owners to form an Iowa nonprofit corporation at a later date after the Developer has terminated its rights pursuant to Paragraph 22, the Lot Owners shall have the right to do so if two-thirds (2/3) or more of the Lot Owners vote in favor of creating an Iowa nonprofit corporation to serve as a homeowners' association (the "Future Association") for the Property. In the event a Future Association is created, each Lot Owner shall be a member of such Future Association; however, 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 another proceeding in lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of each Lot. Each Lot shall have one (1) vote on all matters relating to the Future Association and no more than one (1) vote shall be cast with respect to any Lot even if such Lot has more than one (1) owner.

19. In the event a Future Association is created, such Future Association shall have all powers conferred upon nonprofit corporations by the Iowa Nonprofit Corporation Act, and all powers necessary and appropriate to enforce these covenants and restrictions. Such powers shall specifically include the power to fix, levy, collect, abate, and enforce charges, dues, and assessments against the Lot Owners as deemed necessary by the Future Association to properly manage such Future Association. All charges, dues, and assessments shall be levied equally against all Lot Owners. Any charge, due, and/or assessment shall be payable in full by the Lot Owner within thirty (30) days of the Future Association providing written notice of such charge, due, and/or assessment to the Lot Owner. Any charge, due, and/or assessment not paid within such time frame by the Lot Owner shall accrue interest at a rate of fourteen percent (14%) per annum against the Lot Owner. All collections costs (including reasonable attorney fees) incurred by the Future Association to collect such charges, dues, and assessments, shall be a charge against the Lot Owner. Any unpaid charge, due, assessment, interest, and/or collection cost (including reasonable attorney fees) shall be a lien against the Lot and a personal obligation the Lot Owner (with joint and several liability if there are more than one owner of a Lot). The Future Association shall have the right to file a lien against such Lot if the Lot Owner fails to pay the charge, due, assessment, interest, and/or collection cost (including reasonable attorney fees). The lien of any such charge, due, and/or assessment by a Lot Owner shall be subordinate to the first mortgage lien and also to any other mortgage placed of record prior to the filing the lien for the unpaid charge, due, assessment, interest, or collection cost.

20. All Lot Owners agree to abide by all rules and regulations, if any, promulgated by a Future Association.

and also to any other mortgage placed of record prior to the filing the lien for the unpaid charge, due, assessment, interest, or collection cost.

20. All Lot Owners agree to abide by all rules and regulations, if any, promulgated by a Future Association.

21. The Developer may, at any time prior to the termination of its rights pursuant to Paragraph 22 hereof, add contiguous similarly developed real estate to the Property without the consent or approval of the Lot Owners, subject to all zoning and subdivision requirements of the City. Such additions shall be made by the Developer's recordation of an addendum adding the legal description of such additional real estate to the definition of "Property" contained in these covenants and restrictions at the office of the Recorder of Pottawattamie County, Iowa, thereby subjecting the additional real estate to the covenants and restrictions set forth herein or as amended or restated.

22. Developer's rights and obligations hereunder shall terminate upon the earliest of the following: (i) following the sale of all Lots it owns and the completion of construction of dwellings on all Lots; or (ii) upon Developer filing a notice of termination of rights hereunder with the office of the Recorder of Pottawattamie County, Iowa. Upon such termination, the Developer shall be deemed to assign all its rights and obligations hereunder to a Future Association, if a Future Association is ever created.

23. These covenants and restrictions shall run with the Property and shall be binding upon and enforceable against the Developer, Future Association, all members of a potential Future Association, Lot Owners, and all their respective heirs, executors, administrators, successors and assigns.

24. These covenants and restrictions can be amended, restated, and/or terminated after the Developer's rights hereunder are terminated pursuant to Paragraph 22 hereof, by the affirmative vote of at least two-thirds (2/3) of the Lots. Any amendment, restatement, or termination shall be in writing and filed with the office of the Recorder of Pottawattamie County, Iowa.

25. Pursuant to Iowa Code §614.24, these covenants and restrictions are valid and binding for a period of twenty-one (21) years from the date they are recorded with the office of the Recorder of Pottawattamie County, Iowa. These covenants and restrictions do not automatically renew. These covenants and restrictions may be extended pursuant to Iowa Code §614.24 by filing a verified claim with the office of the Recorder of Pottawattamie County, Iowa prior to their expiration.

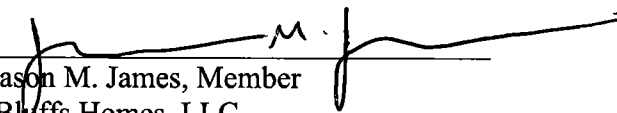
26. The enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any Lot Owner violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages. Additionally, such proceeding may be commenced by the Future Association to enforce the payment of any charges, dues, assessments, interest, and/or collection costs. If any action is brought in any court to enforce the terms or provisions of any of these covenants and restrictions, or to collect any unpaid charge,

due, assessment, interest, or collection costs, against any Lot Owner, then the Developer, Lot Owner, or Future Association instituting such proceeding shall be entitled to an award of all costs and fees (including reasonable attorney fees) incurred in connection with such proceeding against the Lot Owner violating these covenants and restrictions, if the party instituting the proceeding is successful.

27. Failure of the of Developer, Future Association, or any Lot Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

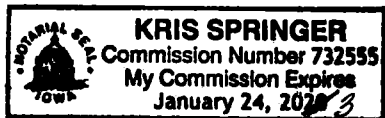
28. The invalidation of any one of the covenants or restrictions shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

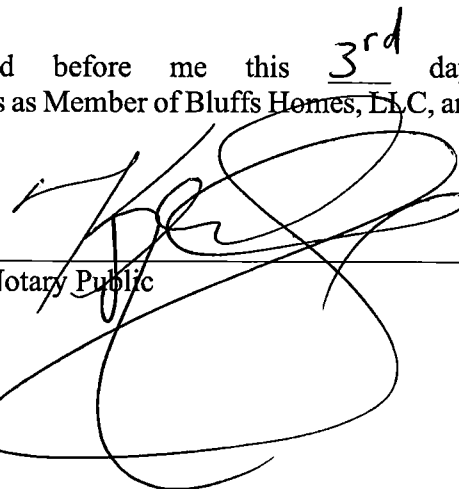
Dated: 6-3-2020

  
By: Jason M. James, Member  
For: Bluffs Homes, LLC

STATE OF IOWA )  
 ) ss.  
COUNTY OF POTTAWATTAMIE )

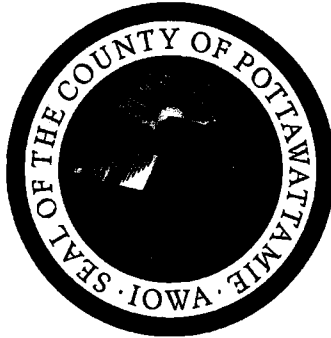
The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of June, 2020 by James M. James as Member of Bluffs Homes, LLC, an Iowa limited liability company.



  
Notary Public

# Pottawattamie County Auditor's Certification Of Subdivision Name Approval

MELVYN J. HOUSER  
POTTAWATTAMIE COUNTY AUDITOR  
AND ELECTION COMMISSIONER  
P. O. BOX 649  
COUNCIL BLUFFS, IOWA 51502-0649



Real Estate Division  
Phone (712) 328-5700  
FAX (712) 328-4740

I, Melvyn J. Houser, Auditor of Pottawattamie County, Iowa, or designee, do hereby certify that the subdivision name of the attached platting is unique within Pottawattamie County and is hereby approved.

Name of new subdivision:

**HEARTLAND SUBDIVISION PHASE 1**

*Link Swolley (deputy)*

Signed

6/5/20

Date