

COMPARED

Pottawattamie County, IA
Recorder John Sciortino 2007-015796
Book-Page: 2007-015796
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Rec-\$55.00 Aud-\$0.00 RMA-\$1.00 ECM-\$1.00
Current Transfer Tax Paid: \$0.00



R Fee 55.00

A Fee _____

T Tax _____

BILL OF SALE

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006
Douglas P. Drummey, General Manager. Reviewed and approved by legal counsel for the Board of Water Works Trustees of the City of Council Bluffs, Iowa.

Taxpayer Information: (Name and complete address)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006
Douglas P. Drummey, General Manager.

Return Document To: (Name and complete address)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006
Douglas P. Drummey, General Manager.

Grantors:

Eagles Nest, L.L.C.

Grantees:

City of Council Bluffs, Iowa, for the use and benefit of The Board of Water Works Trustees of the City of Council Bluffs, Iowa

Legal Description: See next page.

Document or instrument number of previously recorded documents if applicable:

COMPARED

Prepared for Council Bluffs City Water Works, 2000 N. 25th St., P. O. Box 309, Council Bluffs, IA 51502, telephone (712) 328-1006 by Douglas P. Drummey, General Manager. Reviewed and approved by legal counsel for the Board of Water Works Trustees of the City of Council Bluffs, Iowa.

BILL OF SALE

For the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, Eagles Nest, L.L.C., an Iowa limited liability company (the "Seller"), does hereby sell, assign, transfer and set over unto the City of Council Bluffs, Iowa, for the use and benefit of The Board of Water Works Trustees of the City of Council Bluffs, Iowa (the "Buyer"), the following described personal property, to-wit:

all water lines and appurtenances thereto lying either within a certain easement granted to the Buyer by the Seller, which easement is over, across and through the real estate situated in Pottawattamie County, Iowa, as described in the plat attached hereto as Exhibit 1 or the public rights-of-way identified in said plat

which personal property is currently in the possession of Seller.

The above named Buyer does hereby assent to becoming the owner of the above described property.

Seller hereby covenants with Buyer that Seller is the owner of said personal property, that Seller has good and lawful authority to sell, transfer, and assign the same and that the same is free and clear of all liens, security interests and encumbrances except as may be above stated; and Seller covenants to warrant and defend said personal property against the lawful claims of all persons except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

FINAL PLAT OF EAGLE TRAIL SUBDIVISION PHASE 1

OWNERS/DEVELOPERS:

EAGLES NEST, L.L.C.
P.O. BOX 683
AVOCA, IOWA 51521

Prepared by: Melvin G. Samples, HGM Associates, Inc., 540 Fifth Avenue, Council Bluffs, Iowa 51502 (712) 323-0530

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE THOMAS P. HANAFAN DATE

ATTESTED TO BY:

CITY CLERK: CHERYL PUNTERNEY DATE

COMMUNITY DEVELOPMENT DIRECTOR: DONALD GROSS DATE

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

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

TREASURER OF POTTAWATTAMIE COUNTY, IOWA: JUDY ANN MILLER DATE

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.

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

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 19, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER (W1/4) OF SAID SECTION 19;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW1/4), SOUTH 89 DEGREES 30 MINUTES 17 SECONDS EAST, 611.57 FEET;

THENCE NORTH 00 DEGREES 20 MINUTES 43 SECONDS WEST, 847.87 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 64 DEGREES 36 MINUTES 55 SECONDS EAST, 414.80 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 01 MINUTE 47 SECONDS, 123.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST MANAWA DRIVE, SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 12 DEGREES 42 MINUTES 20 SECONDS EAST, 355.00 FEET;

THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78 DEGREES 28 MINUTES 56 SECONDS, 486.14 FEET;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID EAST MANAWA DRIVE, NORTH 01 DEGREE 11 MINUTES 58 SECONDS WEST, 806.33 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NAVAJO ROAD;

THENCE ALONG SAID NORTHERLY LINE, NORTH 88 DEGREES 48 MINUTES 02 SECONDS EAST, 100.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HARRIER HOLLOW;

THENCE NORTH 84 DEGREES 31 MINUTES 44 SECONDS EAST, 50.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID HARRIER HOLLOW;

THENCE NORTH 88 DEGREES 48 MINUTES 02 SECONDS EAST, 100.00 FEET;

THENCE SOUTH 01 DEGREE 11 MINUTES 58 SECONDS EAST, 122.00 FEET;

THENCE NORTH 87 DEGREES 56 MINUTES 46 SECONDS EAST, 102.20 FEET;

THENCE SOUTH 12 DEGREES 43 MINUTES 18 SECONDS WEST, 410.16 FEET;

THENCE SOUTH 80 DEGREES 00 MINUTES 14 SECONDS EAST, 102.73 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MERLIN LANE;

THENCE NORTH 83 DEGREES 28 MINUTES 57 SECONDS EAST, 65.02 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID MERLIN LANE;

THENCE SOUTH 83 DEGREES 38 MINUTES 24 SECONDS EAST, 98.81 FEET;

THENCE NORTH 30 DEGREES 46 MINUTES 20 SECONDS EAST, 759.53 FEET;

THENCE SOUTH 59 DEGREES 13 MINUTES 40 SECONDS EAST, 100.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF REDTAL ROAD;

THENCE SOUTH 31 DEGREES 37 MINUTES 33 SECONDS EAST, 56.42 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID REDTAL ROAD;

THENCE SOUTH 59 DEGREES 13 MINUTES 40 SECONDS EAST, 135.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF MIDWEST POWER (MIDAMERICAN ENERGY) PROPERTY;

THENCE ALONG SAID RIGHT-OF-WAY SOUTH 30 DEGREES 46 MINUTES 20 SECONDS WEST, 397.55 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 01 DEGREE 28 MINUTES 18 SECONDS EAST, 301.85 FEET TO A POINT ON THE OLD MOSQUITO CREEK CHANNEL;

THENCE ALONG SAID CHANNEL THE FOLLOWING 6 COURSES:

1. SOUTH 75 DEGREES 58 MINUTES 58 SECONDS WEST, 131.99 FEET;
2. SOUTH 58 DEGREES 55 MINUTES 53 SECONDS WEST, 105.99 FEET;
3. SOUTH 49 DEGREES 37 MINUTES 07 SECONDS WEST, 123.30 FEET;
4. SOUTH 58 DEGREES 20 MINUTES 15 SECONDS WEST, 233.65 FEET;
5. SOUTH 83 DEGREES 16 MINUTES 30 SECONDS WEST, 395.41 FEET;
6. SOUTH 67 DEGREES 20 MINUTES 22 SECONDS WEST, 381.16 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17.123 ACRES MORE OR LESS INCLUDING THE FOLLOWING RIGHT-OF-WAY, NAVAJO ROAD (0.115 ACRES), HARRIER HOLLOW (0.700 ACRES) REDTAL ROAD (1.551 ACRES), MERLIN LANE (0.097 ACRES) AND GOSHAWK GLEN (0.11 ACRES).

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT EAGLES NEST, L.L.C. 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 54, INCLUSIVE, OUTLOT 1 AND PUBLIC STREET RIGHT-OF-WAY FOR HARRIER HOLLOW, MERLIN LANE, GOSHAWK GLEN, NAVAJO ROAD AND REDTAL ROAD. SAID PROPERTY TO BE KNOWN AS EAGLE TRAIL SUBDIVISION PHASE 1. SAID EAGLES NEST, L.L.C. DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA, THE RIGHT-OF-WAY FOR HARRIER HOLLOW (0.700 ACRES, MORE OR LESS), MERLIN LANE (0.097 ACRES, MORE OR LESS), REDTAL ROAD (1.551 ACRES, MORE OR LESS), GOSHAWK GLEN (0.115 ACRES, MORE OR LESS), AND NAVAJO ROAD (0.115 ACRES, MORE OR LESS). EAGLES NEST, L.L.C. DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA ALL RIGHTS OF DIRECT ACCESS TO EAST MANAWA DRIVE. EAGLES NEST, L.L.C. DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA A PERPETUAL STORM SEWER AND DRAINAGE EASEMENT 25 FEET IN WIDTH BEING 12-50 FEET IN WIDTH ON EACH SIDE OF THE LOT LINE COMMON TO LOTS 21 AND 22, 47 AND 48, 35 AND 36, AND A PERPETUAL STORM SEWER AND DRAINAGE EASEMENT 40 FEET IN WIDTH BEING 20 FEET IN WIDTH ON EACH SIDE OF THE LOT LINE COMMON TO LOTS 40 AND 41 AS SHOWN ON THE DRAWING. EAGLES NEST, L.L.C. DOES HEREBY DEDICATE OUTLOT 1 TO EAGLE TRAIL HOMEOWNERS ASSOCIATION. EAGLE TRAIL HOMEOWNERS ASSOCIATION IS TO MAINTAIN OUTLOT 1, DUMPING, FILLING OR GRADING WITHIN THE BOUNDARIES OF OUTLOT 1 UNLESS FOR THE PURPOSE OF CONSTRUCTING OR MAINTAINING AN APPROVED UTILITY PROJECT IS PROHIBITED AND NO STRUCTURE WILL BE CONSTRUCTED ON OUTLOT 1. THE DEDICATION OF THESE EASEMENTS SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

EASEMENT RUNS WITH THE LAND: THIS EASEMENT SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE BINDING ON EAGLES NEST, L.L.C., ITS SUCCESSORS OR ASSIGNS.

ERECTION OF STRUCTURES PROHIBITED: EAGLES NEST, L.L.C., OR ITS SUCCESSORS OR ASSIGNS SHALL NOT ERECT ANY STRUCTURE OVER NOR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

CHANGE OF GRADE: EAGLES NEST, L.L.C., OR ITS SUCCESSORS OR ASSIGNS SHALL NOT CHANGE THE GRADE, ELEVATION, NOR THE CONTOURS OF ANY PART OF THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

RIGHT OF ACCESS: THE CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREA AND HAVE ALL RIGHTS OF INGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREA HEREBY DESCRIBED.

REMOVAL AND REPLACEMENT: THE COST OF REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED IMPROVEMENT OR STRUCTURES WITHIN THE EASEMENT AREA, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS EASEMENT, SHALL BE BORNE BY SAID EAGLES NEST, L.L.C., OR ITS SUCCESSORS OR ASSIGNS.

SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREA SHALL BE LIMITED TO GRADING AND SEEDING.

DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, YARD, OR OTHER IMPROVEMENT OUTSIDE OF THE EASEMENT AREA WHICH MAY BE DAMAGED AS A RESULT OF ANY ENTRY MADE THROUGH AN EXERCISE OF THE CITY'S RIGHT OF ACCESS SHALL BE REPAIRED AT NO EXPENSE TO SAID EAGLES NEST, L.L.C., OR ITS SUCCESSORS OR ASSIGNS.

IN WITNESS WHEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF EAGLES NEST, L.L.C.'S PROPERTY AS CONTAINED HEREIN ON THIS

DAY OF _____, 2004.

BY: *[Signature]*
NOTARY PUBLIC

STATE OF IOWA }
COUNTY OF POTTAWATTAMIE } SS.

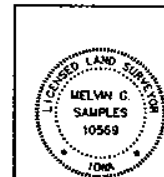
ON THIS _____ DAY OF _____, 2004, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED JOHN H. JERKOVICH, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE IS ONE OF THE MEMBERS OF EAGLES NEST, L.L.C. THAT NO SEAL HAS BEEN PROCURED BY THE SAID LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF THE SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS MEMBERS AND THE SAID JOHN H. JERKOVICH ACKNOWLEDGED THE EXECUTION OF THE INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY BY IT VOLUNTARILY EXECUTED.

NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES _____

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.



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, P.L.S. DATE

License Number 10569 My license renewal date is December 31, 2004

Pages or sheets covered by this seal SHEET LAND 2 OF 2

1 OF 2
10483

EAGLE TRAIL SUBDIVISION PHASE 1
client: EAGLES NEST, L.L.C.
922 NORTH WALNUT AVOCA, IOWA 51521
FINAL PLAT

DDI/DEF
SCH
MGS
SEP '04

hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

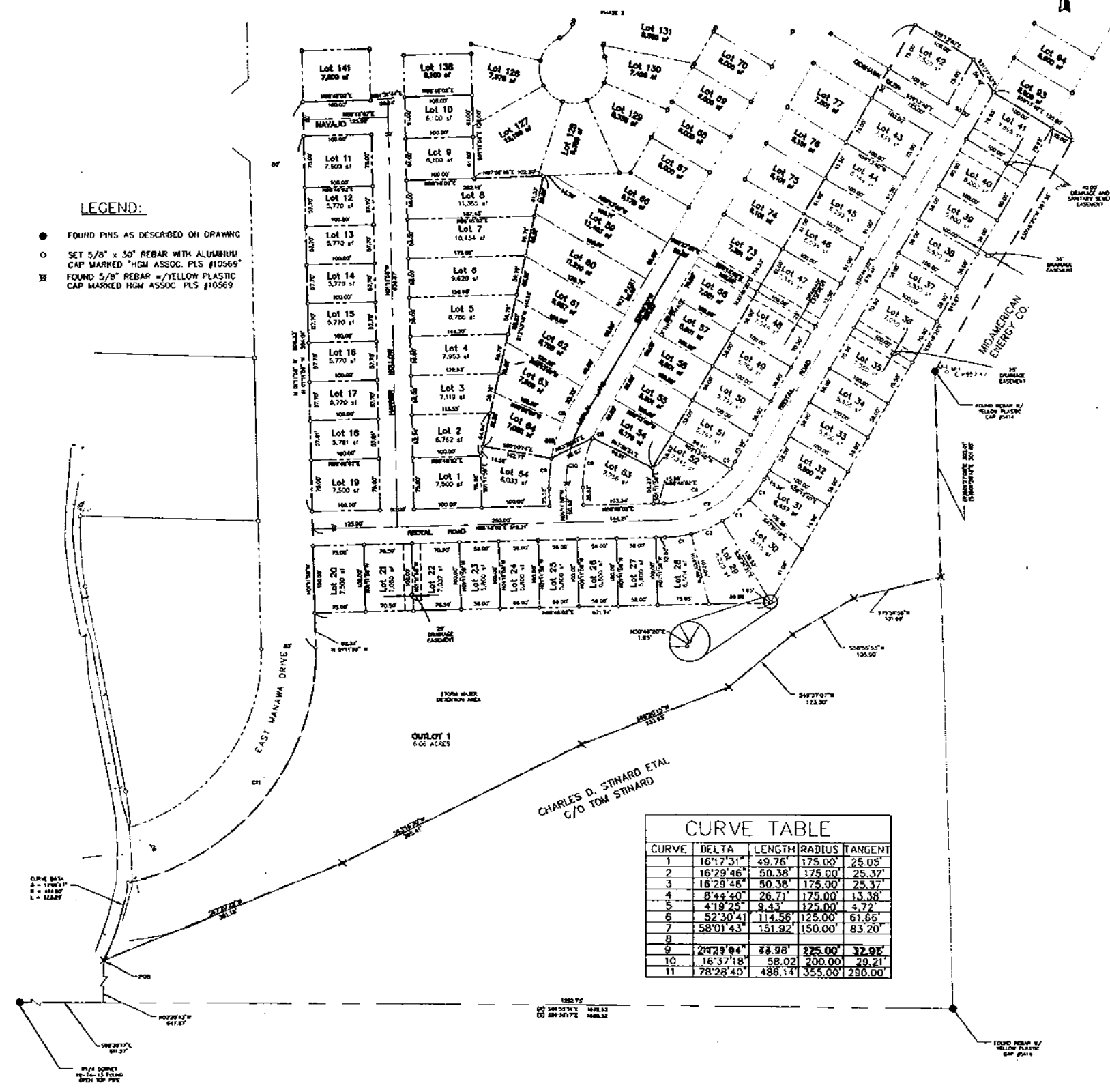
This drawing is being made available by these companies for use on this project. It is the responsibility of the user to ensure that the drawing is used in accordance with the terms of the client agreement.

FINAL PLAT OF EAGLE TRAIL SUBDIVISION PHASE 1



LEGEND:

- FOUND PINS AS DESCRIBED ON DRAWING
- SET 5/8" x 30" REBAR WITH ALUMINUM CAP MARKED "HGM ASSOC. PLS #10569"
- ⊗ FOUND 5/8" REBAR w/YELLOW PLASTIC CAP MARKED HGM ASSOC. PLS #10569



CURVE	DELTA	LENGTH	RADIUS	TANGENT
1	16°17'31"	49.76	175.00'	25.05'
2	16°29'46"	50.38	175.00'	25.37'
3	16°29'46"	50.38	175.00'	25.37'
4	8°44'40"	26.71	175.00'	13.38'
5	4°19'25"	9.43	125.00'	4.72'
6	52°30'41"	114.56	125.00'	61.66'
7	58°01'43"	151.92	150.00'	83.20'
8				
9	28°29'04"	43.98	225.00'	37.95'
10	16°37'18"	58.02	200.00'	29.21'
11	78°28'40"	486.14	355.00'	280.00'

2 OF 2

EAGLE TRAIL SUBDIVISION PHASE 1
 project
 client: EAGLES NEST, L.C.C.
 922 NORTH WALNUT AVOCA, IOWA 51521
 sheet: FINAL PLAT

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____

hgm
 ASSOCIATES INC.
 ENGINEERING ARCHITECTURE SURVEYING
 council bluffs omaha

This drawing is being made available by the engineer for use on this project in accordance with the contract. It is not to be used for any other purpose without the written consent of the engineer. The engineer assumes no liability for any loss or damage resulting from the use of this drawing in any way not intended by the engineer.

FINAL PLAT OF EAGLE TRAIL SUBDIVISION PHASE 2

OWNERS/DEVELOPERS:
EAGLES NEST, L.L.C.
P.O. BOX 683
AVOCA, IOWA 51521

Prepared by: Melvin G. Samples, NCM Associates, Inc., 640 Fifth Avenue, Council Bluffs, Iowa 51502 (712) 323-0530

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE THOMAS P. HANAFAN DATE _____

ATTESTED TO BY: _____

CITY CLERK: CHERYL PUNTERNEY DATE _____

COMMUNITY DEVELOPMENT DIRECTOR: DONALD GROSS DATE _____

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

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

TREASURER OF POTTAWATTAMIE COUNTY, IOWA: JUDY ANN MILLER DATE _____

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.

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

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 19, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER (W1/4) OF SAID SECTION 19;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW1/4), SOUTH 89 DEGREES 30 MINUTES 17 SECONDS EAST, 611.57 FEET;

THENCE NORTH 00 DEGREES 20 MINUTES 43 SECONDS WEST, 647.87 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 84 DEGREES 36 MINUTES 55 SECONDS EAST, 414.80 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17 DEGREES 01 MINUTE 47 SECONDS, 123.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST MANAWA DRIVE, SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, TO WHICH POINT A RADIAL LINE BEARS SOUTH 12 DEGREES 42 MINUTES 28 SECONDS EAST, 365.00 FEET;

THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78 DEGREES 28 MINUTES 40 SECONDS, 486.14 FEET;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID EAST MANAWA DRIVE, NORTH 01 DEGREE 11 MINUTES 58 SECONDS WEST, 152.32 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF REDTAL ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 88 DEGREES 48 MINUTES 02 SECONDS EAST, 280.00 FEET;

THENCE NORTH 01 DEGREES 11 MINUTES 58 SECONDS WEST, 125.00 FEET;

THENCE NORTH 12 DEGREES 43 MINUTES 18 SECONDS EAST, 14.58 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 12 DEGREES 43 MINUTES 18 SECONDS EAST, 410.16 FEET;

THENCE NORTH 87 DEGREES 56 MINUTES 48 SECONDS EAST, 14.78 FEET;

THENCE SOUTH 59 DEGREES 13 MINUTES 40 SECONDS EAST, 196.11 FEET;

THENCE SOUTH 65 DEGREES 37 MINUTES 36 SECONDS EAST, 50.32 FEET;

THENCE SOUTH 59 DEGREES 13 MINUTES 40 SECONDS EAST, 109.01 FEET;

THENCE SOUTH 30 DEGREES 46 MINUTES 20 SECONDS WEST, 302.53 FEET;

THENCE NORTH 83 DEGREES 38 MINUTES 24 SECONDS WEST, 98.81 FEET;

THENCE SOUTH 63 DEGREES 28 MINUTES 57 SECONDS WEST, 68.02 FEET;

THENCE NORTH 80 DEGREES 00 MINUTES 14 SECONDS WEST, 102.73 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.406 ACRES MORE OR LESS, INCLUDING THE RIGHT-OF-WAY OF MERLIN LANE (0.368 ACRES).

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT EAGLES NEST, L.L.C. 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 55 THROUGH 65, INCLUSIVE, AND PUBLIC STREET RIGHT-OF-WAY FOR MERLIN LANE. SAID PROPERTY TO BE KNOWN AS EAGLE TRAIL SUBDIVISION PHASE 2. SAID EAGLES NEST, L.L.C. DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA, THE RIGHT-OF-WAY FOR MERLIN LANE (0.368 ACRES, MORE OR LESS). EAGLES NEST, L.L.C. DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA A PERPETUAL STORM SEWER AND DRAINAGE EASEMENT 12.50 FEET IN WIDTH ON THE SOUTH SIDE OF THE NORTH LINE OF LOT 61.

EASEMENT RUNS WITH THE LAND. THIS EASEMENT SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE BINDING ON EAGLES NEST, L.L.C., ITS SUCCESSORS OR ASSIGNS.

ERECTION OF STRUCTURES PROHIBITED: EAGLES NEST, L.L.C. OR ITS SUCCESSORS OR ASSIGNS SHALL NOT ERECT ANY STRUCTURE OVER NOR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

CHANGE OF GRADE: EAGLES NEST, L.L.C. OR ITS SUCCESSORS OR ASSIGNS SHALL NOT CHANGE THE GRADE, ELEVATION, NOR THE CONTOURS OF ANY PART OF THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

RIGHT OF ACCESS: THE CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREA AND HAVE ALL RIGHTS OF ingress AND egress REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREA HEREIN DESCRIBED.

REMOVAL AND REPLACEMENT: THE COST OF REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED IMPROVEMENT OR STRUCTURES WITHIN THE EASEMENT AREA, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS EASEMENT, SHALL BE BORNE BY SAID EAGLES NEST, L.L.C., OR ITS SUCCESSORS OR ASSIGNS.

SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREA SHALL BE LIMITED TO GRADING AND SEEDING.

DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, YARD, OR OTHER IMPROVEMENT OUTSIDE OF THE EASEMENT AREA WHICH MAY BE DAMAGED AS A RESULT OF ANY ENTRY MADE THROUGH AN EXERCISE OF THE CITY'S RIGHT OF ACCESS SHALL BE REPAIRED AT NO EXPENSE TO SAID EAGLES NEST, L.L.C., OR ITS SUCCESSORS OR ASSIGNS.

IN WITNESS WHEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF EAGLES NEST, L.L.C.'S PROPERTY AS CONTAINED HEREIN ON THIS _____ DAY OF _____, 2005.


BY:  JOHN H. JERKOVICH

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE) SS.

ON THIS _____ DAY OF _____, 2005, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED JOHN H. JERKOVICH, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE IS ONE OF THE MEMBERS OF EAGLES NEST, L.L.C., 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 THE SAID JOHN H. JERKOVICH ACKNOWLEDGED THE EXECUTION OF THE INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY BY IT VOLUNTARILY EXECUTED.

NOTARY PUBLIC IN AND FOR SAID STATE
MY COMMISSION EXPIRES _____

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.



MELVIN G. SAMPLES
10569

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, P.L.S. DATE _____

License Number 10569

My license renewed date is December 31, 2008

Pages or sheets covered by this seal: _____

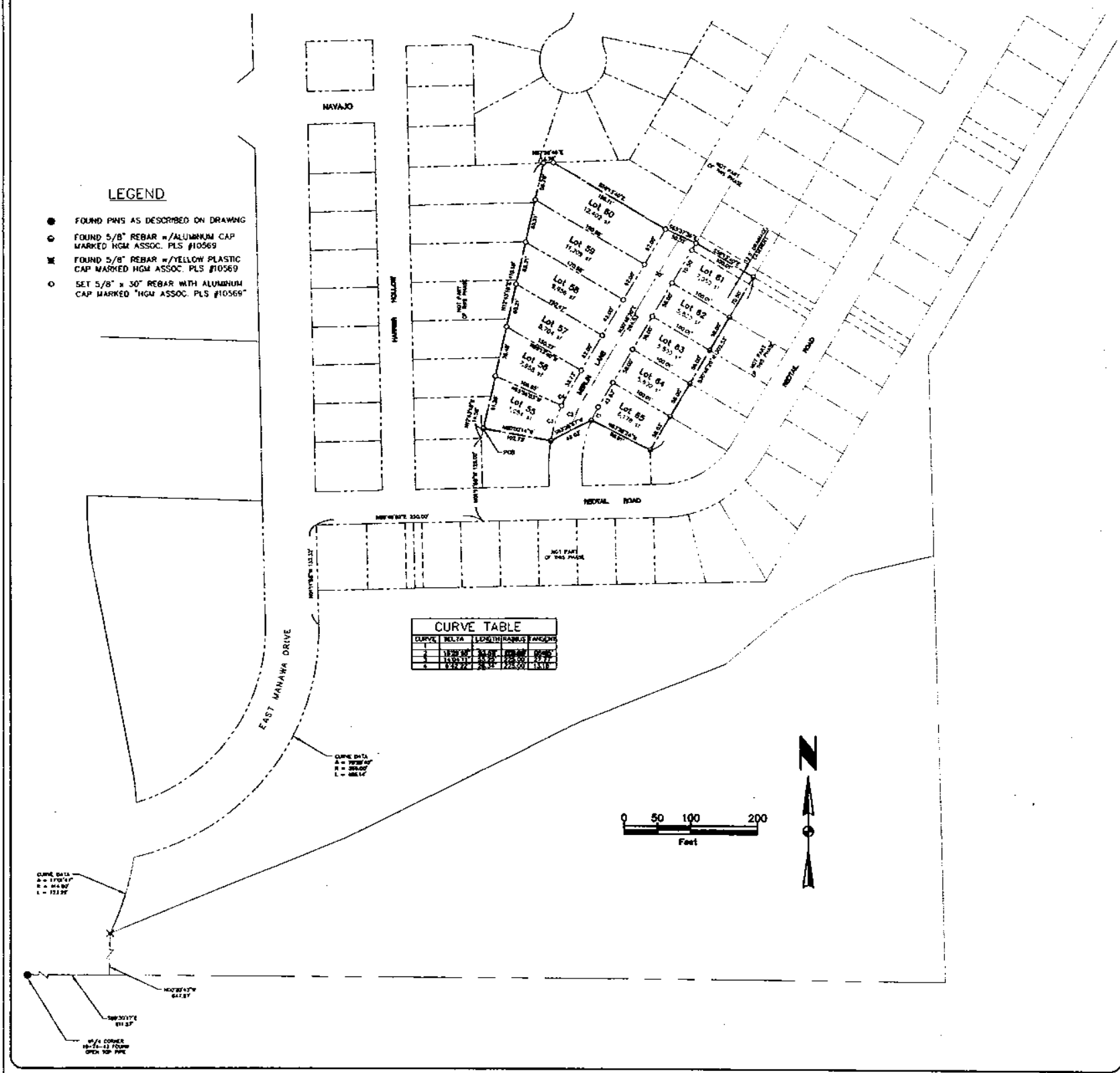
SHEET 1 AND 2 OF 2

<p>1 OF 2</p>	<p>project EAGLE TRAIL SUBDIVISION PHASE 2</p> <p>client EAGLES NEST, L.L.C. 922 NORTH WALNUT AVOCA, IOWA 51521</p> <p>sheet FINAL PLAT</p>	<p>LAL SCH MGS JUL 05 date</p>	<div style="text-align: center;">  <p>hgm ASSOCIATES INC.</p> <p>ENGINEERING ARCHITECTURE SURVEYING</p> <p>council bluffs omaha</p> </div>
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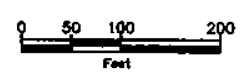
FINAL PLAT OF EAGLE TRAIL SUBDIVISION PHASE 2

LEGEND

- FOUND PINS AS DESCRIBED ON DRAWING
- FOUND 5/8" REBAR w/ ALUMINUM CAP MARKED HGM ASSOC. PLS #10569
- ✕ FOUND 5/8" REBAR w/ YELLOW PLASTIC CAP MARKED HGM ASSOC. PLS #10569
- SET 5/8" x 30" REBAR WITH ALUMINUM CAP MARKED "HGM ASSOC. PLS #10569"



STATION	DELTA	LENGTH	RADIUS	ARC CHORD
1+00.00	113.00°	113.00	113.00	113.00
2+00.00	113.00°	113.00	113.00	113.00
3+00.00	113.00°	113.00	113.00	113.00



2 OF 2
10483

project **EAGLE TRAIL SUBDIVISION PHASE 2**
 client **EAGLES NEST, L.C.C.**
 922 NORTH WALNUT AVOCOA, IOWA 51521
 sheet **FINAL PLAT**

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 DATE revision

hgm
 ASSOCIATES INC.
 ENGINEERING ARCHITECTURE SURVEYING
 council bluffs omaha

This drawing is being made available for light reproduction for use in this project in accordance with the provisions of the agreement for professional services, legal representation has been made for the use of this drawing or any part thereof except in accordance with the terms of the above agreement.

FINAL PLAT OF EAGLE TRAIL SUBDIVISION PHASE 3

OWNERS/DEVELOPERS:
EAGLES NEST, L.L.C.
P.O. BOX 683
AVOCA, IOWA 51521

Prepared by: Melvin G. Samples, HGM Associates, Inc., 640 Fifth Avenue, Council Bluffs, Iowa 51502 (712) 323-0530

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE THOMAS P. HANAFAN DATE _____

ATTESTED TO BY:

CITY CLERK: CHERYL PUNTERNEY DATE _____

COMMUNITY DEVELOPMENT DIRECTOR: DONALD GROSS DATE _____

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

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

TREASURER OF POTTAWATTAMIE COUNTY, IOWA: JUDY ANN MILLER DATE _____

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.

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

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 19, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER (W1/4) OF SAID SECTION 19;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW1/4), SOUTH 89 DEGREES 30 MINUTES 17 SECONDS EAST, 811.57 FEET;

THENCE NORTH 00 DEGREES 20 MINUTES 43 SECONDS WEST, 647.87 FEET TO A POINT ON THE OLD MOSQUITO CREEK CHANNEL;

THENCE ALONG SAID CHANNEL THE FOLLOWING 6 COURSES:

1. NORTH 67 DEGREES 20 MINUTES 22 SECONDS EAST, 381.18 FEET;
2. NORTH 63 DEGREES 16 MINUTES 30 SECONDS EAST, 393.41 FEET;
3. NORTH 68 DEGREES 20 MINUTES 15 SECONDS EAST, 233.65 FEET;
4. NORTH 49 DEGREES 37 MINUTES 07 SECONDS EAST, 123.30 FEET;
5. NORTH 58 DEGREES 55 MINUTES 53 SECONDS EAST, 105.99 FEET;
6. NORTH 75 DEGREES 58 MINUTES 58 SECONDS EAST, 131.99 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF MIDWEST POWER (MIDAMERICAN ENERGY) PROPERTY;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 01 DEGREE 28 MINUTES 18 SECONDS WEST, 301.85 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 30 DEGREES 46 MINUTES 20 SECONDS EAST, 397.55 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 59 DEGREES 13 MINUTES 40 SECONDS WEST, 135.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF REDTAL ROAD;

THENCE NORTH 31 DEGREES 37 MINUTES 33 SECONDS WEST, 56.42 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID REDTAL ROAD;

THENCE NORTH 59 DEGREES 13 MINUTES 40 SECONDS WEST, 100.00 FEET;

THENCE SOUTH 30 DEGREES 46 MINUTES 20 SECONDS WEST, 457.00 FEET;

THENCE NORTH 59 DEGREES 13 MINUTES 40 SECONDS WEST, 100.01 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MERLIN LANE;

THENCE NORTH 65 DEGREES 37 MINUTES 36 SECONDS WEST, 59.32 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID MERLIN LANE;

THENCE NORTH 59 DEGREES 13 MINUTES 40 SECONDS WEST, 196.11 FEET;

THENCE NORTH 07 DEGREES 56 MINUTES 46 SECONDS EAST, 114.37 FEET;

THENCE NORTH 30 DEGREES 46 MINUTES 20 SECONDS EAST, 300.00 FEET;

THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS WEST, 37.46 FEET;

THENCE NORTH 09 DEGREES 46 MINUTES 06 SECONDS EAST, 67.73 FEET;

THENCE SOUTH 59 DEGREES 13 MINUTES 40 SECONDS EAST, 61.24 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID MERLIN LANE;

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 30 DEGREES 46 MINUTES 20 SECONDS EAST, 102.90 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID RIGHT-OF-WAY, NORTHERLY ON A 275.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 148.61 FEET (CHORD BEARS N15°16'13"E 147.00');

THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00 DEGREES 13 MINUTES 54 SECONDS WEST, 151.70 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KESTREL COURT;

THENCE NORTH 10 DEGREES 42 MINUTES 46 SECONDS WEST, 50.85 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KESTREL COURT;

THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS WEST, 120.00 FEET TO A POINT ON THE NORTH LINE NW1/4 SECTION 19;

THENCE ALONG SAID LINE, NORTH 09 DEGREES 46 MINUTES 06 SECONDS EAST, 756.92 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF MIDWEST POWER (MIDAMERICAN ENERGY) PROPERTY;

THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 30 DEGREES 46 MINUTES 20 SECONDS WEST, 897.42 FEET TO THE TRUE POINT OF BEGINNING;

SAID PARCEL CONTAINS 11.256 ACRES MORE OR LESS, INCLUDING THE FOLLOWING RIGHT-OF-WAY: GOSHAWK GLEN (0.115 ACRES), MERLIN LANE (0.968 ACRES), KESTREL COURT (0.292 ACRES) AND REDTAL ROAD (0.786 ACRES).

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT EAGLES NEST, L.L.C. 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 66 THROUGH 108, INCLUSIVE, OUTLOT 1 AND PUBLIC STREET RIGHT-OF-WAY FOR MERLIN LANE, GOSHAWK GLEN, KESTREL COURT AND REDTAL ROAD, SAID PROPERTY TO BE KNOWN AS EAGLE TRAIL SUBDIVISION PHASE 3. SAID EAGLES NEST, L.L.C. DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA, THE RIGHT-OF-WAY FOR MERLIN LANE (0.388 ACRES, MORE OR LESS), GOSHAWK GLEN (0.115 ACRES, MORE OR LESS), KESTREL COURT (0.292 ACRES, MORE OR LESS), AND REDTAL ROAD (0.786 ACRES, MORE OR LESS). EAGLES NEST, L.L.C. DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA A PERPETUAL STORM SEWER AND DRAINAGE EASEMENT 12.50 FEET IN WIDTH ON THE NORTH SIDE OF THE SOUTH LINE OF LOT 73 AND A PERPETUAL STORM SEWER AND DRAINAGE EASEMENT 25 FEET IN WIDTH, BEING 12.50 FEET IN WIDTH ON EACH SIDE OF THE LOT LINE COMMON TO LOTS 102 AND 103. EAGLES NEST, L.L.C. DOES HEREBY DEDICATE OUTLOT 2 TO THE CITY OF COUNCIL BLUFFS, IOWA. EAGLES NEST, L.L.C. DOES HEREBY DEDICATE OUTLOT 1 TO EAGLE TRAIL HOMEOWNERS ASSOCIATION. EAGLE TRAIL HOMEOWNERS ASSOCIATION IS TO MAINTAIN OUTLOT 1, DUMPING, FILLING OR GRADING WITHIN THE BOUNDARIES OF OUTLOT 1 UNLESS FOR THE PURPOSE OF CONSTRUCTING OR MAINTAINING AN APPROVED UTILITY PROJECT IS PROHIBITED AND NO STRUCTURE MAY BE CONSTRUCTED ON OUTLOT 1. THE DEDICATION OF THESE EASEMENTS SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

EASEMENT RUNS WITH THE LAND: THIS EASEMENT SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE BINDING ON EAGLES NEST, L.L.C., ITS SUCCESSORS OR ASSIGNS.

ERECTION OF STRUCTURES PROHIBITED: EAGLES NEST, L.L.C., OR ITS SUCCESSORS OR ASSIGNS SHALL NOT ERECT ANY STRUCTURE OVER NOR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

CHANGE OF GRADE: EAGLES NEST, L.L.C., OR ITS SUCCESSORS OR ASSIGNS SHALL NOT CHANGE THE GRADE, ELEVATION, NOR THE CONTOURS OF ANY PART OF THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

RIGHT OF ACCESS: THE CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREA AND HAVE ALL RIGHTS OF INGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREA HEREIN DESCRIBED.

REMOVAL AND REPLACEMENT: THE COST OF REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED IMPROVEMENT OR STRUCTURES WITHIN THE EASEMENT AREA, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS EASEMENT, SHALL BE BORNE BY SAID EAGLES NEST, L.L.C., OR ITS SUCCESSORS OR ASSIGNS.

SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREA SHALL BE LIMITED TO GRADING AND SEEDING.

DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, YARD, OR OTHER IMPROVEMENT OUTSIDE OF THE EASEMENT AREA WHICH MAY BE DAMAGED AS A RESULT OF ANY ENTRY MADE THROUGH AN EXERCISE OF THE CITY'S RIGHT OF ACCESS SHALL BE REPAIRED AT NO EXPENSE TO SAID EAGLES NEST, L.L.C., OR ITS SUCCESSORS OR ASSIGNS.

IN WITNESS WHEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF EAGLES NEST, L.L.C.'S PROPERTY AS CONTAINED HEREIN ON THIS

DAY OF _____, 2005

BY: 

STATE OF IOWA }
COUNTY OF POTTAWATTAMIE } SS.

ON THIS _____ DAY OF _____, 2005, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED JOHN H. JERMOVICH, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE IS ONE OF THE MEMBERS OF EAGLES NEST, L.L.C., 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 THE SAID JOHN H. JERMOVICH ACKNOWLEDGED THE EXECUTION OF THE INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY BY IT VOLUNTARILY EXECUTED.

NOTARY PUBLIC IN AND FOR SAID STATE

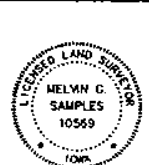
MY COMMISSION EXPIRES _____

WITH THE PLATTING OF THIS SUBDIVISION THE CITY OF COUNCIL BLUFFS DOES HEREBY RELINQUISH ALL RIGHTS TO A PORTION OF AN EXISTING STORM DRAINAGE EASEMENT RECORDED IN THE POTTAWATTAMIE COUNTY RECORDERS OFFICE IN BOOK 96, PAGE 31706. THE PORTION TO BE RELINQUISHED IS A STRIP OF LAND ON THE NORTH SIDE OF LOTS 104 THROUGH 108 AS SHOWN ON THE DRAWING.

THE HONORABLE THOMAS P. HANAFAN DATE _____

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.

	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, P.L.S. DATE _____ License Number: 10559 My license renewed date is December 31, 2008. Pages or sheets covered by this seal: SHEET 1 AND 2 OF 2

1 OF 2
10443

project **EAGLE TRAIL SUBDIVISION PHASE 3**
 client **EAGLES NEST, L.L.C.**
 922 NORTH WALNUT AVOCA, IOWA 51521
 sheet **FINAL PLAT**

LAL
SCH
MGS
approved
JUL 05
date

hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

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FINAL PLAT OF EAGLE TRAIL SUBDIVISION PHASE 4

LOTS 109 THROUGH 174 AND OUTLOT 1
INCLUSIVE

Prepared by: Melvin G. Samples, HGM Associates, Inc., 840 Fifth Avenue, Council Bluffs, Iowa 51502 (712) 323-0530

OWNERS/DEVELOPERS:
EAGLES NEST, L.L.C.
P.O. BOX 683
AVOCA, IOWA 51521

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE THOMAS P. HANAFAN DATE _____

ATTESTED TO BY:

CITY CLERK: JUDITH H. RIDGELEY DATE _____

COMMUNITY DEVELOPMENT DIRECTOR: DONALD GROSS DATE _____

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA, HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN EAGLE TRAIL SUBDIVISION PHASE 4 IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

TREASURER OF POTTAWATTAMIE COUNTY, IOWA: JUDY ANN MILLER DATE _____

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,

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

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 19, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF EAGLE TRAIL SUBDIVISION PHASE 1 IN THE CITY OF COUNCIL BLUFFS, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF EAST MANAWA DRIVE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 3 COURSES:

1. NORTH 01 DEGREE 11 MINUTES 58 SECONDS WEST, 249.89 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 995.37 FEET;
2. NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19 DEGREES 08 MINUTES 09 SECONDS, 332.20 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 815.37 FEET;
3. NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08 DEGREES 41 MINUTES 25 SECONDS, 138.84 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 46 MINUTES 06 SECONDS EAST, 943.07 FEET TO THE NORTHWEST CORNER OF EAGLE TRAIL SUBDIVISION PHASE 3 IN THE CITY OF COUNCIL BLUFFS;

THENCE ALONG SAID EAGLE TRAIL SUBDIVISION PHASE 3 THE FOLLOWING 9 COURSES:

1. SOUTH 00 DEGREES 13 MINUTES 54 SECONDS EAST, 120.00 FEET;
2. SOUTH 10 DEGREES 42 MINUTES 48 SECONDS EAST, 50.85 FEET;
3. SOUTH 00 DEGREES 13 MINUTES 54 SECONDS EAST, 151.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 275.00 FEET;
4. SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31 DEGREES 00 MINUTES 13 SECONDS, 148.81 FEET;
5. SOUTH 30 DEGREES 48 MINUTES 20 SECONDS WEST, 102.90 FEET;
6. NORTH 59 DEGREES 13 MINUTES 40 SECONDS WEST, 81.24 FEET;
7. SOUTH 88 DEGREES 48 MINUTES 08 SECONDS WEST, 67.73 FEET;
8. SOUTH 00 DEGREES 13 MINUTES 54 SECONDS EAST, 37.46 FEET;
9. SOUTH 30 DEGREES 48 MINUTES 20 SECONDS WEST, 300.00 FEET TO A POINT ON THE NORTH LINE OF LOT 86 IN SAID EAGLE TRAIL SUBDIVISION PHASE 3;

THENCE ALONG SAID NORTH LINE AND ITS WESTERLY PROLONGATION, SOUTH 87 DEGREES 56 MINUTES 46 SECONDS WEST, 231.33 FEET TO A POINT ON THE EAST LINE OF LOT 8 IN SAID EAGLE TRAIL SUBDIVISION PHASE 1;

THENCE ALONG SAID EAGLE TRAIL SUBDIVISION PHASE 1 THE FOLLOWING 4 COURSES:

1. NORTH 01 DEGREE 11 MINUTES 58 SECONDS WEST, 122.00 FEET;
2. SOUTH 88 DEGREES 48 MINUTES 02 SECONDS WEST, 100.00 FEET;
3. SOUTH 84 DEGREES 31 MINUTES 44 SECONDS WEST, 50.14 FEET;
4. SOUTH 88 DEGREES 48 MINUTES 02 SECONDS WEST, 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 13.728 ACRES MORE OR LESS, INCLUDING THE FOLLOWING RIGHT-OF-WAY, HARRIER HOLLOW (0.707 ACRE), KESTREL COURT (0.793 ACRE), PEREGRINE PLACE (0.789 ACRE) AND OSPREY CIRCLE (0.414 ACRE).

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT EAGLES NEST, L.L.C. 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 109 THROUGH 174, INCLUSIVE, OUTLOT 1 AND PUBLIC STREET RIGHT-OF-WAY FOR HARRIER HOLLOW, KESTREL COURT, PEREGRINE PLACE AND OSPREY CIRCLE. SAID PROPERTY TO BE KNOWN AS EAGLE TRAIL SUBDIVISION PHASE 4. SAID EAGLES NEST, L.L.C. DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA, THE RIGHT-OF-WAY FOR HARRIER HOLLOW (0.707 ACRE, MORE OR LESS), KESTREL COURT (0.793 ACRE, MORE OR LESS), PEREGRINE PLACE (0.789 ACRE, MORE OR LESS) AND OSPREY CIRCLE (0.414 ACRE, MORE OR LESS). EAGLES NEST, L.L.C. DOES HEREBY DEDICATE OUTLOT 1 TO THE CITY OF COUNCIL BLUFFS, IOWA. EAGLES NEST, L.L.C. DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA ALL RIGHTS OF DIRECT ACCESS TO EAST MANAWA DRIVE.

IN WITNESS WHEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF EAGLES NEST, L.L.C.'S PROPERTY AS CONTAINED HEREIN ON THIS

DAY OF _____, 2007.

BY: John H. Jerkovich
JOHN H. JERKOVICH

STATE OF IOWA }
COUNTY OF POTTAWATTAMIE } ss.

ON THIS _____ DAY OF _____, 2007, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED JOHN H. JERKOVICH, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE IS ONE OF THE MEMBERS OF EAGLES NEST, L.L.C., THAT NO SEAL HAS BEEN PROCURED BY SAID LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS MEMBERS AND THE SAID JOHN H. JERKOVICH ACKNOWLEDGED THE EXECUTION OF THE INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY BY IT VOLUNTARILY EXECUTED.

NOTARY PUBLIC IN AND FOR SAID STATE

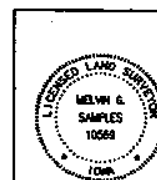
MY COMMISSION EXPIRES _____

WITH THE PLATTING OF THIS SUBDIVISION THE CITY OF COUNCIL BLUFFS DOES HEREBY RELINQUISH ALL RIGHTS TO A PORTION OF AN EXISTING STORM DRAINAGE EASEMENT RECORDED IN THE POTTAWATTAMIE COUNTY RECORDERS OFFICE IN BOOK 96, PAGE 31706. THE PORTION TO BE RELINQUISHED IS A STRIP OF LAND ON THE NORTH SIDE OF LOTS 109 THROUGH 122 AS SHOWN ON THE DRAWING.

THE HONORABLE THOMAS P. HANAFAN DATE _____

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.



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 DATE _____
License Number 10568
My license renewed date is December 31, 2008
Pages or sheets covered by this set:
SHEET 1 AND 2 OF 2

1 OF 2
10483

Project: **EAGLE TRAIL SUBDIVISION PHASE 4**
Client: **EAGLES NEST, L.L.C.**
922 NORTH WALNUT AVOCA, IOWA 51521
Sheet: **FINAL PLAT**

DEF: _____
SCH: _____
MGS: _____
FEB_07: _____
date revision date



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