

RESOLUTION NO. 24-55

RESOLUTION APPROVING HILLTOP ESTATES SUBDIVISION

WHEREAS there has been presented to the Jasper County, Iowa Board of Supervisors a plat of certain property located in Jasper County, said plat being designated as **HILLTOP ESTATES SUBDIVISION** and certified by Voldemars L. Pelds, P.E. with Pelds Design Services.

WHEREAS the property covered by said plat is legally described as follows:

DESCRIPTION – Hilltop Estates Subdivision

Parcel A of the Southwest Quarter (SW ¼) of the Southeast Quarter SE (¼) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa

WHEREAS the plat in all respects conforms to the laws and regulations covering the same.

NOW THEREFORE it be resolved that the plat designated **HILLTOP ESTATES SUBDIVISION** of the above-described property be and the same is hereby approved. The chairman of the board is hereby directed to certify a copy of this Resolution and affix the same to the plat for filing in the office of the Jasper County Recorder.

Approved this 14th day of May, 2024

Print Teresa Arrowood Signature Teresa Arrowood Date 5-14-2024
Auditor Deputy

Print Brandon Talsma Signature Brandon Talsma Date 5-14-2024
Chairperson

I, Brandon Talsma, chairman of the Jasper County Board of Supervisors, do hereby certify that the Resolution hereinabove set out is a true and correct copy of a Resolution approved and adopted by the Jasper County Board of Supervisors on the 14th day of May, 2024 whereby said board accepted and approved the plat of HILLTOP ESTATES SUBDIVISION.

IN WITNESS WHEREOF, I hereto affix my hand and the seal of Jasper County, Iowa, this 14th day of May, 2024.



Michele Lee Ergenbright
Notary

FINAL PLAT HILLTOP ESTATES

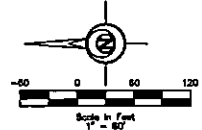
DATE OF SURVEY: 12/13/2023
RECORD INDEX: SEC7-T80N-R21W
LOCATION: PLATMAN DEVELOPMENT (PROPRIETOR(S)) ANITA K. NORDAN TRUST
REQUESTOR: ANITA K. NORDAN TRUST
PROPRIETOR PHONE: 515-245-2222
PROPRIETOR ADDRESS: 515 VIRGINIA GARDEN DR SOUTHON BEACH FL, 33435
SITE ADDRESS: S7-T80N-R21W MINGO, IA 50168
SURVEYOR: VOLDEMARS PELDS COMPANY, PELDS DESIGN SERVICES
RETURN TO: 2323 DIXON STREET DES MOINES, IA 50318

CURRENT LAND USE: VACANT LAND/AGRICULTURAL
ZONING: EXISTING: A (AGRICULTURAL) PROPOSED: RR-1 (RURAL RESIDENTIAL)
PROJECT AREA: 19.2 ACRES ±
SETBACKS: FRONT SETBACK: 40' SIDE SETBACK: 20' REAR SETBACK: (PRINCIPAL STRUCTURE): 50' REAR SETBACK (ACCESSORY STRUCTURE): 10'
CLOSURE ERROR: 1.020.811
NOTE: STREET LOT A IS BEING DEDICATED TO JASPER COUNTY

LEGAL DESCRIPTION
 PARCEL A OF THE SOUTH-WEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 21 WEST OF THE 5TH P.M., AS RECORDED IN BOOK 970 PAGE 97 IN THE OFFICE OF THE JASPER COUNTY RECORDER

SYMBOLS LEGEND:

- FOUND CORNER
- SET 1/2" IRON ROD W/C "M" MARK
- ▲ FOUND SECTION CORNER
- + MORE OR LESS
- (M) MEASURED
- (R) RECORDED
- W/C WITH YELLOW CAP
- W/P WITH PINK CAP



Curve Table (M)						
Curve #	Arc Length	Radius	Chord	Chord Direction	Chord Length	Tangent
C1	38.22	25.00	49°52'37"	N41°47'30"E	35.52	24.60
C2	18.38	25.00	44°24'50"	N22°20'58"W	16.80	10.21
C3	77.28	50.00	65°07'51"	S1°48'28"E	70.50	47.79
C4	44.79	50.00	49°17'04"	S65°13'00"W	43.59	23.65
C5	44.82	50.00	49°17'04"	N65°33'24"W	43.57	23.79
C6	77.37	50.00	65°14'47"	N1°38'02"E	70.47	47.89
C7	18.38	25.00	44°24'50"	S22°03'58"W	16.80	10.21
C8	38.22	25.00	60°07'23"	S45°12'10"E	35.59	25.00



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

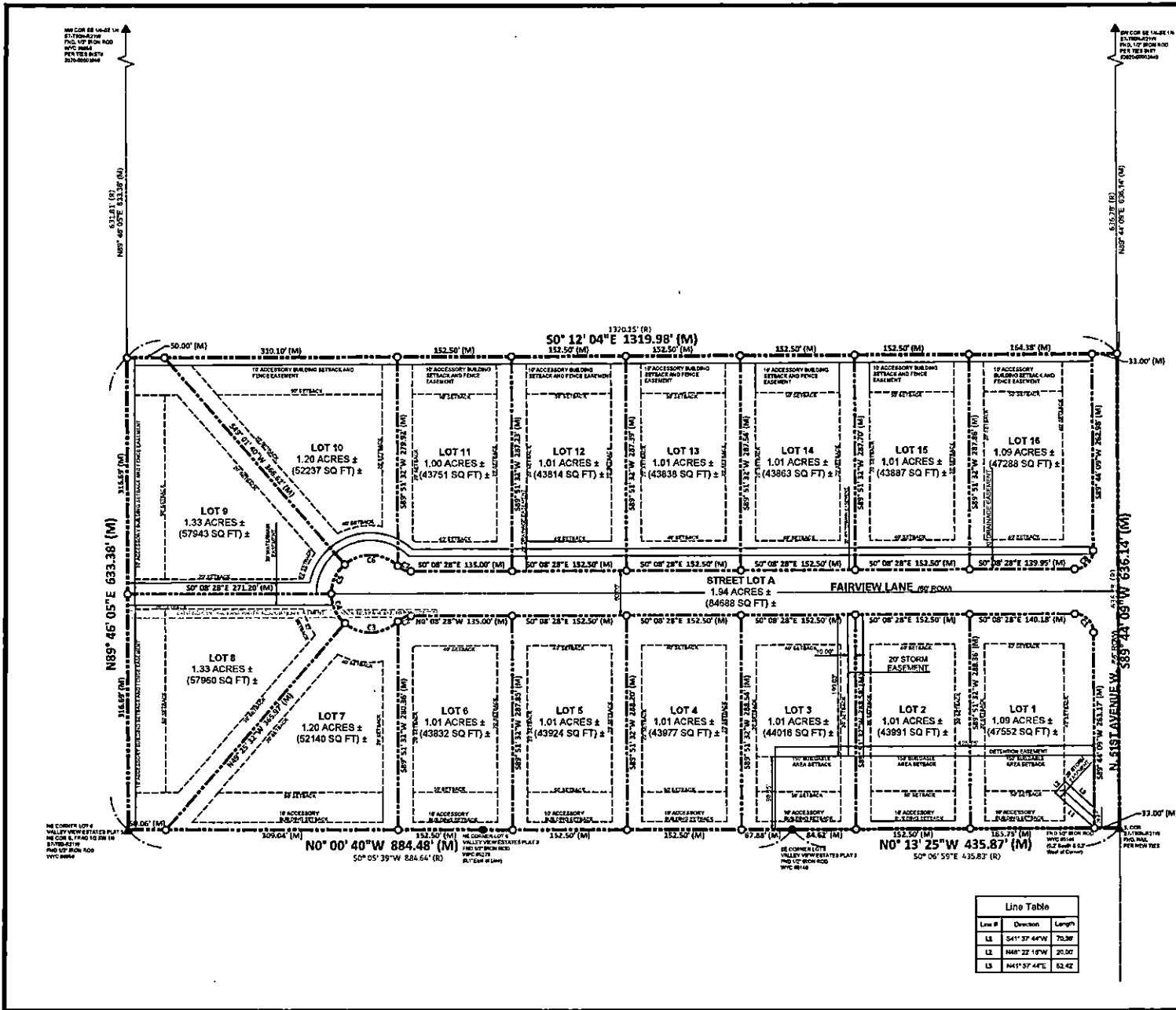
DATE: 12/13/2023
 PROJECT: HILLTOP ESTATES
 ADDITIONAL PAGES OR SHEETS REFERRED TO BY THIS SEAL SHALL BE INDICATED HEREIN.



Architecture | Engineering | Surveying
 2323 Dixon Street, Des Moines, Iowa 50318 | PO Box 4828, Des Moines, Iowa 50325 | Ph: 515 265 9196

**FINAL PLAT HILLTOP ESTATES
 PARCEL A - S7 T80N R21W
 MINGO, IA 50168**

Line Table		
Line #	Direction	Length
L1	S41°57'44"W	70.38
L2	N48°22'18"W	20.00
L3	N41°57'44"E	52.42



FINAL PLAT HILLTOP ESTATES

DATE OF SURVEY: 12/13/2023
 RECORD INDEX: SEC7-T80N-R21W
 LOCATION: PLATBAM DEVELOPMENT
 REQUESTOR: ANITA K. MORAN TRUST
 PROPRIETOR(S): ANITA K. MORAN TRUST
 PROPRIETOR PHONE: POSIS: 515-245-2222
 PROPRIETOR ADDRESS: 918 VIRGINIA GARDEN DR DOWNTON BEACH FL, 33435
 SITE ADDRESS: S7-T80N-R21W MINGO, IA 50109
 SURVEYOR: VOLDEMARS PELDOS
 COMPANY: PELDOS DESIGN SERVICES
 RETURN TO: 2323 DIXON STREET DES MOINES, IA 50316

CURRENT LAND USE: VACANT LAND/AGRICULTURAL
 ZONING: EXISTING: A (AGRICULTURAL)
 PROPOSED: RR-1 (RURAL RESIDENTIAL)

PROJECT AREA: 18.2 ACRES ±
 SETBACKS: FRONT SETBACK: 40'
 SIDE SETBACK: 20'
 REAR SETBACK: (PRINCIPAL STRUCTURE): 50'
 (ACCESSORY STRUCTURE): 10'

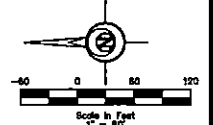
CLOSURE ERROR: 1:820.811

NOTE: STREET LOT A IS BEING DEDICATED TO JASPER COUNTY

LEGAL DESCRIPTION
 PARCEL A OF THE SOUTH-WEST QUARTER (SW 1/4) OF THE NORTH-EAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 21 WEST OF THE 5TH P.M., AS RECORDED IN BOOK 97D PAGE 97 IN THE OFFICE OF THE JASPER COUNTY RECORDER

SYMBOLS LEGEND:

- FOUND CORNER
- SET 1/2" FROM ROAD W/VC #1862
- ▲ FOUND SECTION CORNER
- ± MORE OR LESS
- (M) MEASURED
- (R) RECORDED
- WVC WITH YELLOW CAP
- WPC WITH PINK CAP



Curve Table (M)						
Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	39.22	25.00	87°52'27"	N44° 47' 59"E	35.52	24.80
C2	18.38	25.00	44°24'50"	N72° 29' 09"W	18.80	10.21
C3	77.29	82.00	85°07'51"	S11° 08' 28"E	73.50	47.78
C4	44.73	82.00	62°17'07"	S65° 19' 00"W	43.30	25.85
C5	44.82	82.00	67°10'08"	N68° 37' 24"W	43.27	25.79
C6	77.27	82.00	85°1447"	N11° 39' 02"E	73.47	47.88
C7	18.38	25.00	44°24'50"	S22° 09' 09"W	18.80	10.21
C8	39.22	25.00	87°07'23"	S45° 12' 10"E	35.50	25.00

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

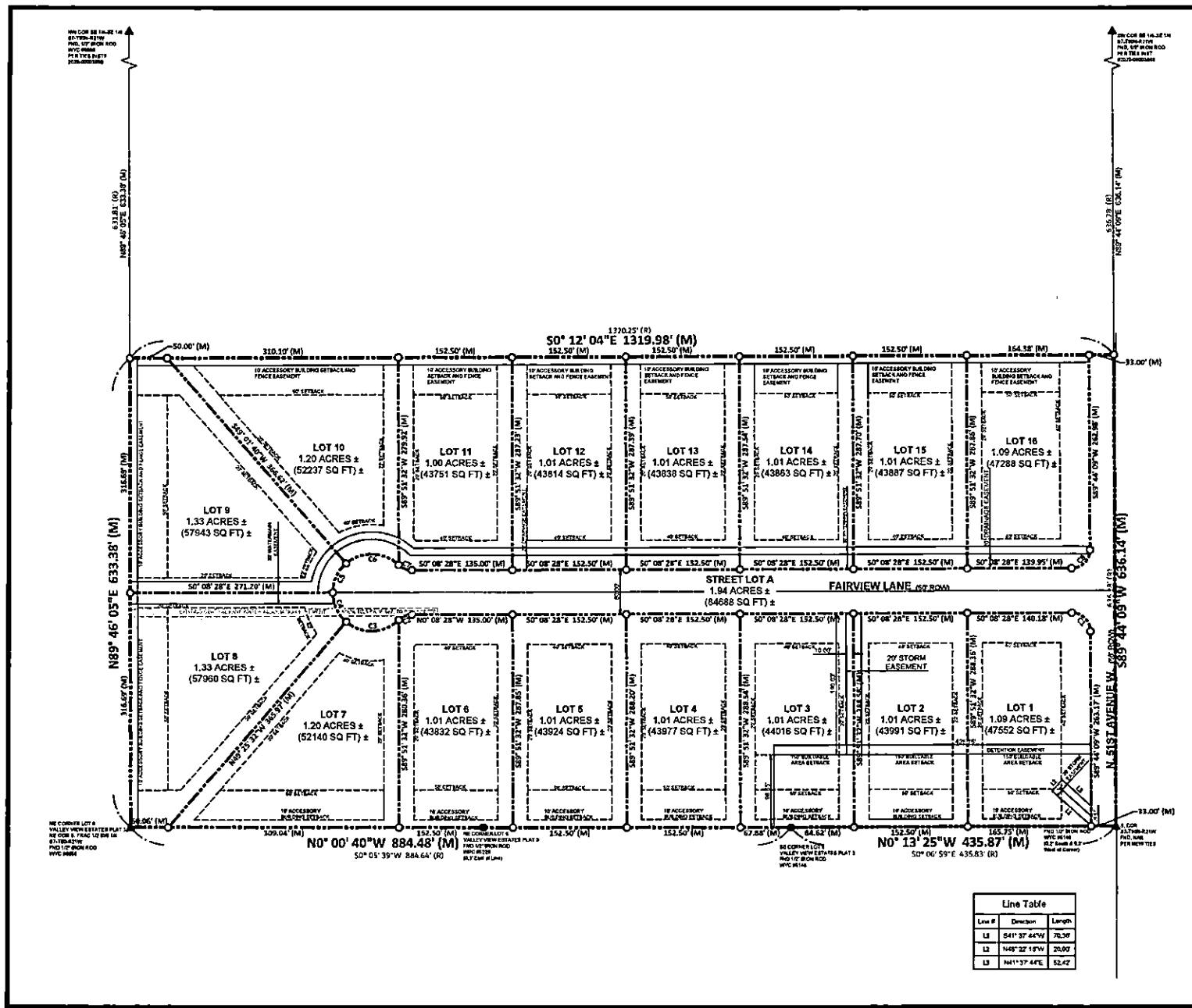
VOLDEMARS L. PELDOS
 18342

5025 4TH AVE, PELLA, IA 50458 (515) 245-2222
 I AM LICENSED UNDER THE LAWS OF THE STATE OF IOWA
 ADDITIONAL PAGES OR SHEETS OWNED BY THE ORIGINAL ENGINEER UNLESS INDICATED OTHERWISE

PELDOS DESIGN SERVICES
 Architecture | Engineering | Surveying
 2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4026, Des Moines, Iowa 50325 | (515) 265-9198

**FINAL PLAT HILLTOP ESTATES
 PARCEL A - S7 T80N R21W
 MINGO, IA 50168**

DATE	05.02.2024	SHEET	23-177
SCALE	1"=80'	TITLE	FINAL PLAT



FINAL PLAT HILLTOP ESTATES

DATE OF SURVEY: 12/13/2023
RECORD INDEX: SEC7-T80N-R21W
LOCATION: SEC7-T80N-R21W
REQUESTOR: PLATINUM DEVELOPMENT
PROPRIETOR: ANITA K. NORTAN TRUST
PROPRIETOR PHONE: POSTS: 515-245-2222
PROPRIETOR ADDRESS: 816 VIRGINIA GARDEN DR
 BOYNTON BEACH FL 33435
SITE ADDRESS: S7-T80N-R21W
 MINGO, IA 50168
SURVEYOR: VOLDEMARS PELDS
COMPANY: PELDS DESIGN SERVICES
RETURN TO: 2323 DIXON STREET
 DES MOINES, IA 50318

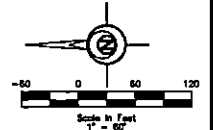
CURRENT LAND USE: VACANT LAND/AGRICULTURAL
ZONING: EXISTING: A (AGRICULTURAL)
 PROPOSED: RR-1 (RURAL RESIDENTIAL)
PROJECT AREA: 19.2 ACRES ±
SETBACKS: FRONT SETBACK: 40'
 SIDE SETBACK: 20'
 REAR SETBACK: (PER LOCAL STRUCTURE); 50'
 REAR SETBACK (ACCESSORY STRUCTURE): 10'
CLOSURE ERROR: 1:820.811

NOTE: STREET LOT A IS BEING DEDICATED TO JASPER COUNTY

LEGAL DESCRIPTION
 PARCEL A OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 21 WEST OF THE 5TH P.M., AS RECORDED IN BOOK 970 PAGE 87 IN THE OFFICE OF THE JASPER COUNTY RECORDER

SYMBOLS LEGEND:

- FOUND CORNER
- SET 1/2" IRON ROD W/IC #16842
- ▲ FOUND SECTION CORNER
- +/- MORE OR LESS
- (M) MEASURED
- (R) RECORDED
- W/C WITH YELLOW CAP
- W/P WITH PINK CAP



Curve Table (M)						
Curve #	Arc Length	Radius	Chord	Chord Distance	Tangent	
C1	38.22	25.00	60°12'37"	144° 47' 50"	35.57	24.89
C2	18.38	25.00	44°24'05"	122° 20' 00"	16.80	10.21
C3	77.29	62.00	30°07'31"	81° 58' 28"	70.53	47.76
C4	44.73	62.00	49°17'08"	64° 15' 07"	43.50	23.45
C5	44.82	62.00	49°17'08"	145° 33' 24"	43.27	23.78
C6	77.37	62.00	45°14'47"	81° 58' 03"	70.47	47.86
C7	18.38	25.00	44°24'05"	82° 10' 50"	16.80	10.21
C8	38.22	25.00	60°12'37"	84° 12' 10"	35.50	25.00

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DATE OF THIS CERTIFICATE: 12/13/2023 DATE OF LICENSE RENEWAL: DATE TO BE DETERMINED BY IOWA BOARD OF PROFESSIONAL ENGINEERS UNLESS INDICATED HEREIN.

P

ELDS DESIGN SERVICES

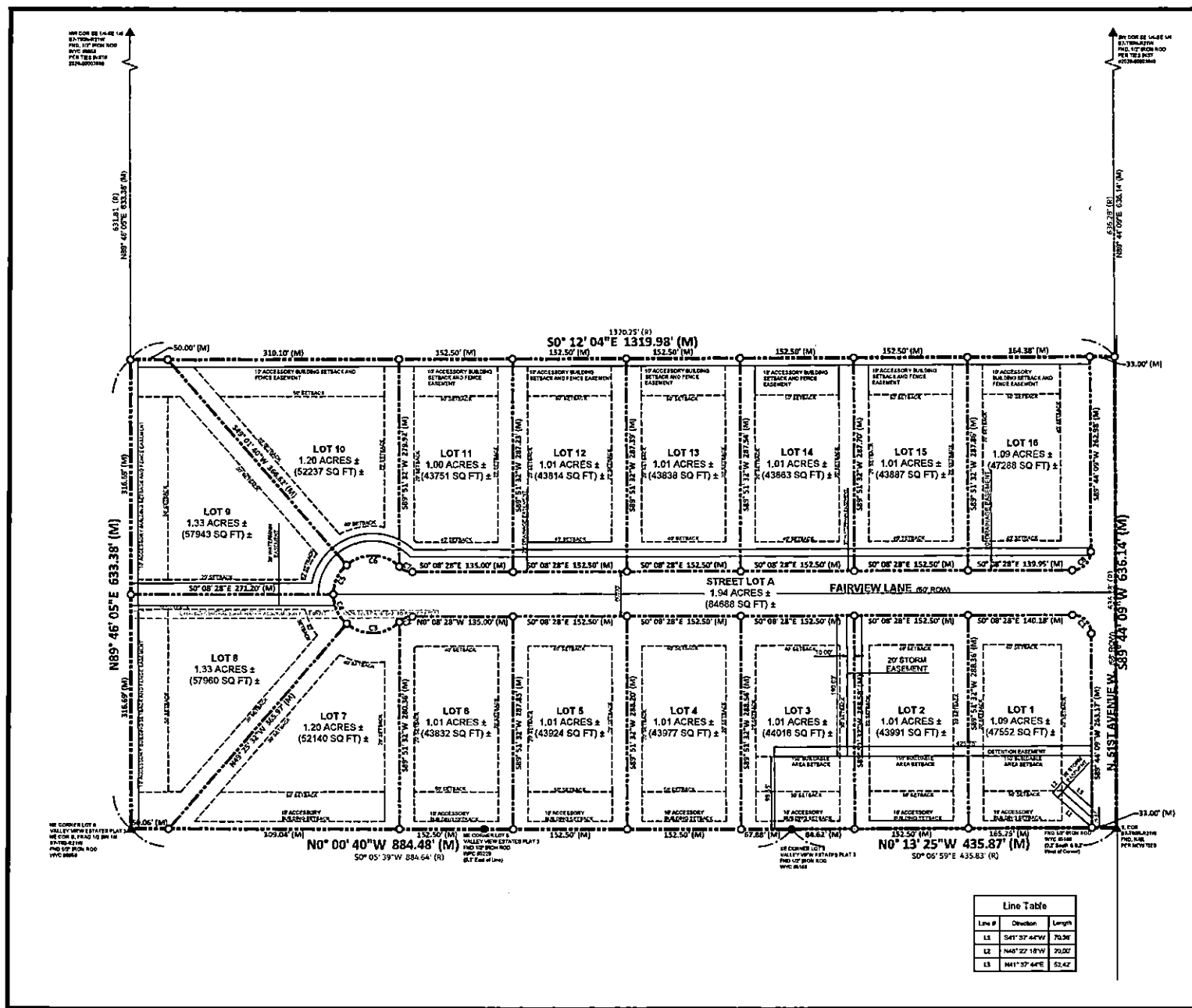
Architecture | Engineering | Surveying

2323 Dixon Street, Des Moines, Iowa 50318 | PO Box 4026, Des Moines, Iowa 50305 | P: 515.265.8198

FINAL PLAT HILLTOP ESTATES
PARCEL A - S7 T80N R21W
MINGO, IA 50168

ABRADFIELD	1"=60'	05.02.2024	23-177
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FINAL PLAT



Line Table

Line #	Direction	Length
L1	S41° 57' 44" W	70.36
L2	N45° 22' 18" W	20.00
L3	N11° 57' 44" E	52.42



JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd St N Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

SUBDIVISION APPROVAL REQUEST

Subdivision Plat Request #2024-001

Please review the following subdivision plat and give your departments recommendation to the Director of Jasper County Community Development. The subdivision is located within parcel 06.07.400.006.

Please select one:

Approve Disapprove

Brett Jennings

Jasper County Planning & Zoning (print)

Brett Jennings

Jasper County Planning & Zoning (Signature)

4/3/2024

Date

Comments:



JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd St N Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

SUBDIVISION APPROVAL REQUEST

Subdivision Plat Request #2024-001

Please review the following subdivision plat and give your departments recommendation to the Director of Jasper County Community Development. The subdivision is located within parcel 06.07.400.006.

Please select one:

Approve Disapprove

JAMZE ELAM

Jasper County Environmental Health (print)



Jasper County Environmental Health (Signature)

4-3-2024

Date

Comments:

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd St N Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

SUBDIVISION APPROVAL REQUEST

Subdivision Plat Request #2024-001 Norian

Please review the following subdivision plat and give your departments recommendation to the Director of Jasper County Community Development. The subdivision is located within parcel 0607400006.

Please select one:

Approve Disapprove

Michael J. Frieboch
Jasper County Engineer (print)


Jasper County Engineer (Signature)

09/11/2024
Date

Comments:

JASPER COUNTY COMMUNITY DEVELOPMENT

CONSISTING OF:

Planning & Zoning Division | Environmental Health Division | Animal Control Division
315 W 3rd St N - #150 Newton, IA 50208 ph: 641-792-3084 fax: 641-275-3708

SUBDIVISION APPROVAL REQUEST

Subdivision Plat Request #2024-001 Norian

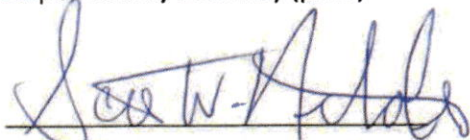
Please review the following subdivision plat and give your departments recommendation to the Director of Jasper County Community Development. The subdivision is located within parcel 0607400006.

Please select one:

Approve Disapprove

Scott W. Nicholson

Jasper County Attorney (print)



Jasper County Attorney (Signature)

2/26/24

Date

Comments:

APPROVAL OF SUBDIVISION PLAT NAME BY JASPER COUNTY AUDITOR

Date: 5/7/2024

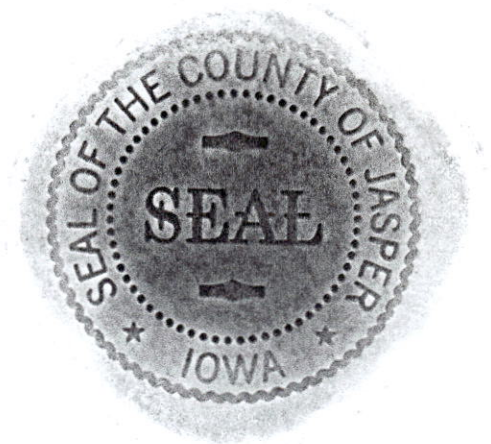
The Jasper County Auditor's Office has reviewed the final plat of:

HILLTOP ESTATES

Pursuant to Iowa Code §354.6(2) and §354.11(A-F), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed Leyra B. Fisher
Real Estate Clerk- Jasper County, Iowa

Signed Jenna Jensen
Auditor of Jasper County, Iowa



FENCE AGREEMENT

Preparer Information:

Bryan M. Loya
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Return Document To:

Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Grantor:

Anita K. Norian Trust

Grantee:

Darrell D. Kenney
Sondra R. Kenney

Legal Description:

See Exhibit 'A'.

Document or instrument number of previously recorded documents:

FENCE AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned Anita K. Norian, Trustee of the Anita K. Norian Trust (hereinafter called "Grantor") as record titleholder of the property described in Exhibit 'A' hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto Darrell D. Kenney and Sondra R. Kenney, husband and wife ("Grantee") as record titleholders of the property described in Exhibit 'B' hereto, a temporary easement for agricultural fence maintenance purposes over, under, through and across the following described real estate:

See Exhibit 'C'

(hereinafter called "Easement Area") for the purpose of the Grantee constructing, reconstructing, repairing, and maintaining an agricultural fence located on Grantor's adjacent property (the "Fence") as may be required by applicable municipal law.

This easement shall be subject to the following terms and conditions:

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the Grantee; provided, however, that the Grantor may seed or where practical sod portions of the Easement Area. Grantee shall restore any seeded or sodded portions of the Easement Area in accordance with the provisions of Section 5 of this Easement.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee, unless the same may be required by Jasper County or such applicable City for purposes of completing Grantor's desired development of the property of which the Easement Area is a part.
3. **RIGHT OF ACCESS.** The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress thereon reasonably necessary for the use and enjoyment of the Easement Area to the extent the same may be required for maintenance of the Fence.
4. **INITIAL INSTALLATION.** Prior to June 1, 2024, Grantee shall construct and install, at Grantee's sole expense, the Fence along the red line marked immediately adjacent to the Northern property line of Grantor's property on the preliminary development plan attached hereto and incorporated herein by reference as Exhibit 'D'. The Fence shall commence at the existing fence post

located in either the Northeastern corner of the Grantor's property or in the Northwestern corner of the Easterly adjacent property owner's land (being approximately two feet (2') South of the Northern boundary line thereof) ("Existing Post"); thence proceed at an angle reaching the Northern boundary line of Grantor's property in a manner consistent with that indicated on Exhibit 'D' hereto; and thence proceeding along the Northern boundary line of Grantor's property line in a Westerly direction to the Northwest corner of Grantor's property. In the event Grantee is unable to tie on to the Existing Post, the Fence shall commence at the Northeast corner of Grantor's property and thence continue in a Westerly direction along the Northern boundary line of Grantor's property until terminating at the Northwest corner of Grantor's property. Grantor makes no representation or warranty regarding the Existing Post, including but not limited to the condition thereof, the specific location of the Existing Post and whether the same sits upon the Grantor's property or the Easterly adjacent property owners land, or the rights or privileges of Grantee to tie thereon as herein contemplated. Grantee shall indemnify and hold harmless Grantor from any and all damage and costs to persons or property resulting from or in any manner related to Grantee's electing to tie on to the Existing Post.

5. **CONSTRUCTION, MAINTENANCE & REPAIR.** Grantee, at its sole cost and expense, shall be responsible for all construction, reconstruction, repair, and maintenance of the agricultural fence. Except as provided in Section 5 of this Easement, Grantor shall be solely responsible for all other maintenance of the Easement Area.
6. **PROPERTY TO BE RESTORED.** The Grantee shall restore the Easement Area after exercising its rights hereunder, provided, however, that the Grantee's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements placed within the Easement Area by the Grantor.
7. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the Grantor, its employees, agents or its representatives, the Grantor shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the Grantee's exercise of this Easement. Grantee agrees to indemnify and hold Grantor, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantee or its employees, agents or representatives. This Agreement is made in compliance with the provisions of Iowa Code Section 359A.12, and to the extent any provision of this Agreement shall conflict with the provisions of Iowa Code Chapter 359A this Agreement shall control. Notwithstanding anything to the contrary contained herein, any maintenance obligation assigned to Grantee under the provisions of Iowa Code

Chapter 359A shall be supplementary to, and shall in no manner limit the obligations of Grantee contained in this Agreement.

8. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the Grantee, its successors and assigns, and its permittees and licensees.
9. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
10. **TERMINATION.** At such time as the Fence is no longer required by Jasper County or such other successor municipal jurisdiction, the easements granted herein shall terminate, becoming null and void and of no further force and effect. In such event, Grantee shall completely remove the Fence from Grantor's property and shall be solely responsible for all costs associated therewith.

Grantor does HEREBY COVENANT with the Grantee that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

Signed this 22nd day of April, 2024.

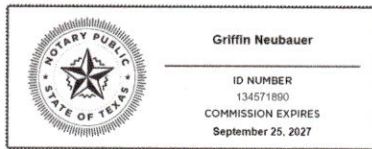
GRANTOR:

ANITA K. NORIAN TRUST,

Anita Kay Norian
By: Anita K. Norian, Trustee

STATE OF Texas)
COUNTY OF Denton County) SS:

This instrument was acknowledged before me on this 22nd day of April, 2024, by Anita K. Norian, Trustee.



Griffin Neubauer
Notary Public in and for Said State

GRANTEE:

Electronically signed and notarized online using the Proof platform.

DARRELL D. KENNEY

SONDRA R. KENNEY

STATE OF IOWA)
COUNTY OF _____) SS:

This instrument was acknowledged before me on this _____ day of _____, 2024, by Darrell D. Kenney and Sondra R. Kenney.

Notary Public in and for Said State

EXHIBIT 'A'

Parcel A of the southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 970 Page 97 in the Office of the Recorder of said County.

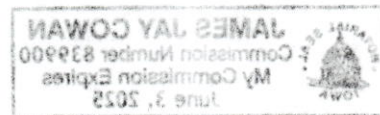


EXHIBIT 'A'

Parcel A of the southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 970 Page 97 in the Office of the Recorder of said County.

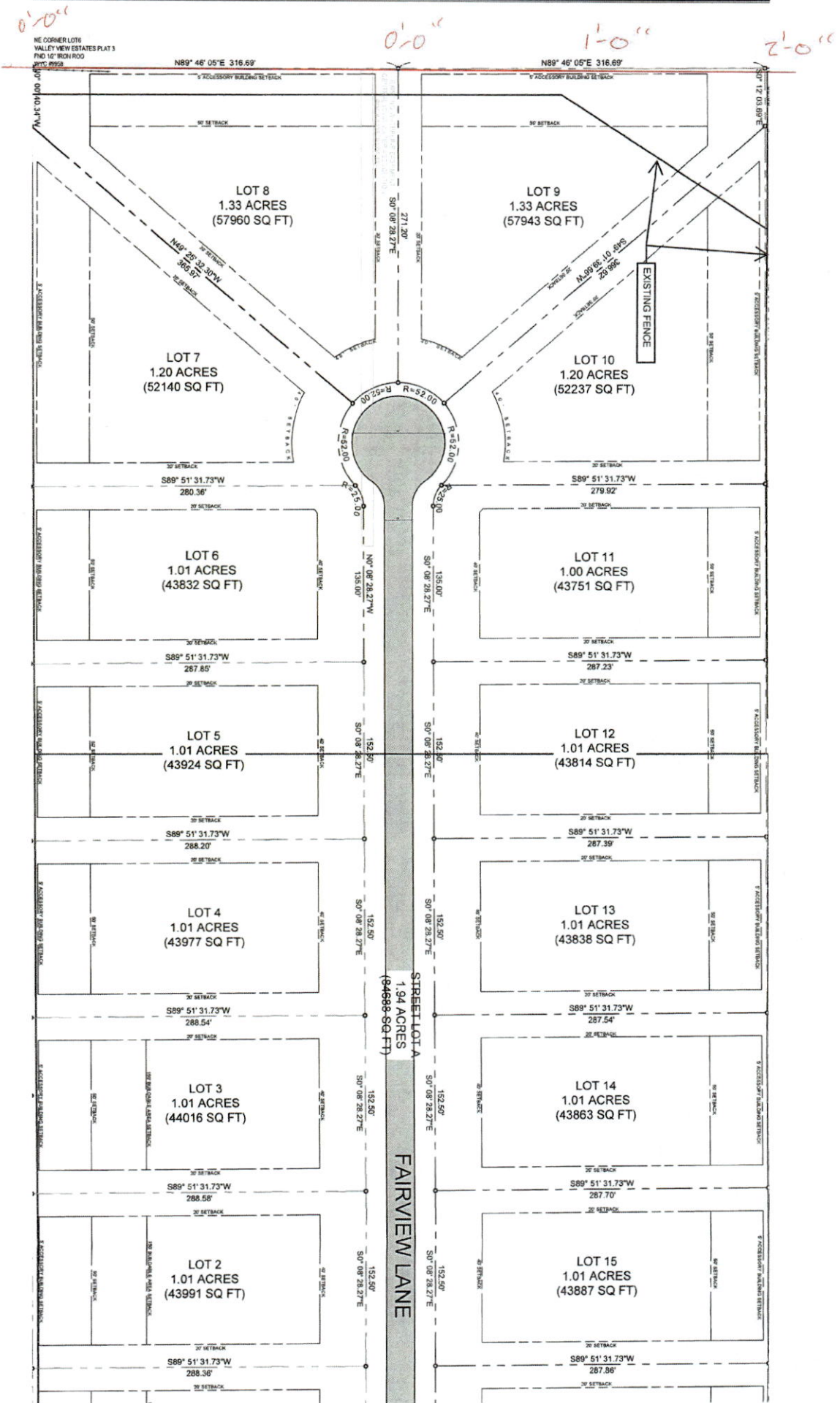
EXHIBIT 'B'

The Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa.

EXHIBIT 'C'

The North Ten (10) feet of Parcel A of the southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 970 Page 97 in the Office of the Recorder of said County.

EXHIBIT 'D'





FENCE AGREEMENT

Preparer Information:

Bryan M. Loya
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Return Document To:

Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Grantor:

Anita K. Norian Trust

Grantee:

Kevin Gracey
Hunter Martin

Legal Description:

See Exhibit 'A'.

Document or instrument number of previously recorded documents:

FENCE AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned Anita K. Norian, Trustee of the Anita K. Norian Trust (hereinafter called "Grantor") as record titleholder of the property described in Exhibit 'A' hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto Kevin Gracey, a single person, and Hunter Martin, a single person ("Grantee") as record titleholders of the property described in Exhibit 'B' hereto, a perpetual easement for agricultural fence maintenance and a temporary easement for existing fence purposes over, under, through and across the following described real estate:

See Exhibit 'C'

(hereinafter called "Easement Area") for the purpose of the Grantee constructing, reconstructing, repairing, and maintaining the existing agricultural fence located on Grantee's adjacent property (the "Fence") as may be required by applicable municipal law, subject to the limitations contained herein.

This easement shall be subject to the following terms and conditions:

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the Grantee; provided, however, that the Grantor may seed or where practical sod portions of the Easement Area. Grantee shall restore any seeded or sodded portions of the Easement Area in accordance with the provisions of Section 5 of this Easement.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee, unless the same may be required by Jasper County or such applicable City for purposes of completing Grantor's desired development of the property of which the Easement Area is a part.
3. **RIGHT OF ACCESS.** The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress thereon reasonably necessary for the use and enjoyment of the Easement Area to the extent the same may be required for maintenance of the Fence.
4. **TEMPORARY EASEMENT FOR ENCROACHMENT.** Grantor hereby grants to Grantee a temporary easement for encroachment upon Grantor's property to the extent the Fence may be partially located on Grantor's property.

Grantee shall be strictly prohibited from in any manner moving, enlarging, or reconstructing the Fence upon Grantor's property. At such time as the Fence requires reconstruction or other substantial maintenance which requires the removal of any portion thereof, Grantee shall fully remove all portions of the Fence which are located on Grantor's property and have the same reconstruction entirely on Grantee's adjacent property. In such event, the temporary portion of the easements herein granted shall terminate, becoming null and void and of no further force and effect. Grantee shall be solely responsible for all costs associated therewith.

5. **RIGHT TO TIE ON TO EXISTING POST.** Grantee hereby acknowledges that the parties hereto are unable to determine whether a previously installed fence post ("Existing Post") is located in the Northeastern corner of the Grantor's property or the Northwestern corner of the Grantee's property. The parties have elected to forego a definitive survey thereof, and therefore covenant and agree in accordance with the following provisions. In the event the Existing Post is located on the Grantee's property, Grantee hereby covenants and agrees that the property owner of land located directly North of Grantor's property intends to construct a fence along the Northern boundary line of Grantor's property, and, that in order to facilitate such fence installation as required by Jasper County the owner of the Northern property shall be entitled to tie on to the Existing Post. The Existing Post shall not serve as a means of altering the existing boundary line between the parties' respective properties, and the parties have not acquiesced to a deviation from the previously established boundary line by virtue of their execution of this Easement.
6. **CONSTRUCTION, MAINTENANCE & REPAIR.** Grantee, at its sole cost and expense, shall be responsible for all construction, reconstruction, repair, and maintenance of the agricultural fence. Except as provided in Section 5 of this Easement, Grantor shall be solely responsible for all other maintenance of the Easement Area.
7. **PROPERTY TO BE RESTORED.** The Grantee shall restore the Easement Area after exercising its rights hereunder, provided, however, that the Grantee's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements placed within the Easement Area by the Grantor.
8. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the Grantor, its employees, agents or its representatives, the Grantor shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the Grantee's exercise of this Easement. Grantee agrees to indemnify and hold Grantor, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent

or intentional acts or omissions of Grantee or its employees, agents or representatives. This Agreement is made in compliance with the provisions of Iowa Code Section 359A.12, and to the extent any provision of this Agreement shall conflict with the provisions of Iowa Code Chapter 359A this Agreement shall control. Notwithstanding anything to the contrary contained herein, any maintenance obligation assigned to Grantee under the provisions of Iowa Code Chapter 359A shall be supplementary to, and shall in no manner limit the obligations of Grantee contained in this Agreement.

9. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the Grantee, its successors and assigns, and its permittees and licensees.
10. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does HEREBY COVENANT with the Grantee that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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

[SIGNATURE PAGE FOLLOWS]

EXHIBIT 'A'

Parcel A of the southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 970 Page 97 in the Office of the Recorder of said County.

EXHIBIT 'B'

Parcel B of the southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 970 Page 97 in the Office of the Recorder of said County.

EXHIBIT 'C'

The East Ten (10) feet of Parcel A of the southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book 970 Page 97 in the Office of the Recorder of said County.