



Document 2022 3055

Book 2022 Page 3055 Type 06 044 Pages 18
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Rec Amt \$92.00 Aud Amt \$5.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Prepared by and return to:
Andrew J. Barden
City Administrator
124 W. Court Avenue
Winterset IA 50273
(515) 462-1422

CERTIFICATION

I, the undersigned City Clerk of the City of Winterset, Iowa, hereby certifies that the following described documents attached hereto are true and authentic copies of the official records in the custody of the Office of the City Clerk of the City of Winterset, Iowa.

- 1. Plat and Certificate for 5 Iron Farms, Plat 1

Witness my hand and the City Seal this 20th day of October, 2022



Andrew J. Barden, City Clerk

SEAL:



**PLAT AND CERTIFICATE
FOR
FIVE IRON FARMS PLAT 1 SUBDIVISION**

I, Drew Barden, Zoning Administrator of the City of Winterset, Iowa, do hereby certify that the Plat to which this certificate is attached is a plat of a subdivision known and designated as Five Iron Farms Plat 1 Subdivision; and, that the real estate comprising said plat is described as follows:

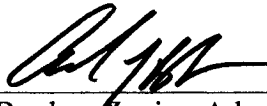
See attached

I do further certify that attached hereto are true and correct copies of the following documents that have been submitted in connection with said plat.

- 1) Dedication of Plat of Five Iron Farms Plat 1 Subdivision;
- 2) Attorney's Opinion;
- 3) Consent to Platting of Lender;
- 4) Certificate of Treasurer;
- 5) Auditor's Approval;
- 6) Ground Water Statement;
- 7) Resolution of the City of Winterset;
- 8) Land Disturbing Activity;
- 9) Covenants;

all of which are duly certified in accordance with the Winterset Zoning Ordinance.

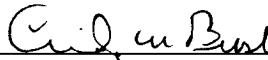
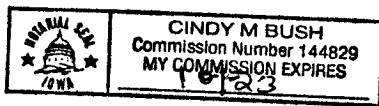
Dated this 20th day of October, 2022.



Drew Barden, Zoning Administrator

STATE OF IOWA, MADISON COUNTY, ss:

On this 20th day of October, 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared, Drew Barden, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa

**DEDICATION OF PLAT
OF
FIVE IRON FARMS PLAT 1 SUBDIVISION**

KNOW ALL MEN BY THESE PRESENT:

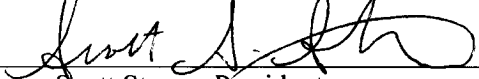
That Corkrean Homes, II, Inc., does hereby certify that they are the sole owners and proprietors of the following-described real estate:

See attached

That the subdivision of the above described real estate, as shown by the Final Plat of Five Iron Farms Plat 1 Subdivision is with the free consent and in accordance with the owners' desires as owners of said real estate.

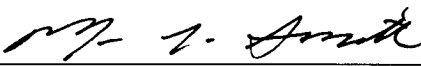
Dated this 6 day of October, 2022.

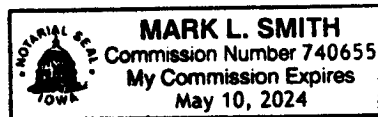
CORKREAN HOMES, II, INC.

By 
Scott Stover, President

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 6th day of October, 2022, by Scott Stover, President of Corkrean Homes, II, Inc.


Notary Public in and for said State of Iowa



**ATTORNEY'S OPINION FOR FINAL PLAT
FIVE IRON FARMS PLAT 1 SUBDIVISION
MADISON COUNTY, IOWA**

I, Mark L. Smith, an attorney at law licensed to practice under the laws of the State of Iowa, have examined the abstract of title in one (1) part, last certified to October 4, 2022, at 8:00 A.M., by Madison County Abstract Co., purporting to show the chain of title to the following described real estate, which is the real property contained in Final Plat, Five Iron Farms Plat 1 Subdivision, Madison County, Iowa.

See attached

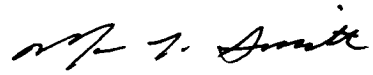
In my opinion, merchantable title to the above-described property is in the name of the Corkrean Homes II, Inc., , free and clear of all liens and encumbrances, except:

1. Entry No. 84 shows an Open-End Mortgage (with Future Advance Clause) from Corkrean Homes, II, Inc., to Farmers & Merchants State Bank, dated November 5, 2021, and filed November 8, 2021, in Book 2021, Page 4621 of the Recorder's Office of Madison County, Iowa, which secures credit in the amount of \$450,000. This Mortgage is a first lien against the above described real estate.

2. Entry No. 74 shows an Easement granted from Howard K. Carter and Evelyn J. Carter to Madison County, Iowa, dated June 14, 1982, and filed June 15, 1982, in Book 113, Page 550 of the Recorder's Office of Madison County, Iowa, for road purposes and for use of a public highway. Entry No. 75 shows an Affidavit by the Madison County Engineer in regard to a scrivener's error in this easement. Said Affidavit is filed June 24, 1982, in Book 113, Page 553 of the Recorder's Office of Madison County, Iowa. You should familiarize yourself with this Easement as it may to some extent limit the use of the real estate under examination.

Respectfully submitted,

JORDAN, OLIVER & WALTERS, P.C.

A handwritten signature in black ink, appearing to read "Mark L. Smith". The signature is written in a cursive, flowing style with a prominent initial "M".

Mark L. Smith, Title Guaranty No. 10074

**CONSENT TO PLATTING
BY FARMERS & MERCHANTS STATE BANK**

Farmers & Merchants State Bank does consent to the platting and subdivision of the following-described real estate:

See attached,

in accordance with the ordinances of Madison County, Iowa, and the laws of the State of Iowa. The undersigned holds a mortgage against said real estate as follows:

An Open-End Mortgage (with Future Advance Clause) from Corkrean Homes, II, Inc., to Farmers & Merchants State Bank, dated November 5, 2021, and filed November 8, 2021, in Book 2021, Page 4621 of the Recorder's Office of Madison County, Iowa, which secures credit in the amount of \$450,000.

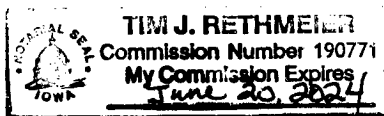
Dated this 7 day of October, 2022.

Farmers & Merchants State Bank

By 826262

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 7th day of October, 2022 by Shane K. Pashek as President of Farmers & Merchants State Bank



Tim J. Rethmeier
Notary Public in and for said State

CERTIFICATE OF THE COUNTY TREASURER OF MADISON COUNTY, IOWA

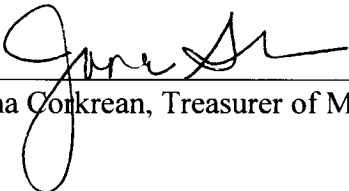
I, Jana Corkrean, do hereby certify that I am the duly elected and acting Treasurer of Madison County, Iowa; that I have examined the records in my office, and that there are no unpaid taxes forming a lien against the following-described real estate, to-wit:

FIVE IRON FARMS PLAT 1 SUBDIVISION

See attached

Owned by: Corkrean Homes, II, Inc.

DATED at Winterset, Iowa, this 18 day of Oct, 2022.



Jana Corkrean, Treasurer of Madison County, Iowa

Pursuant to Iowa Code requirements, the following proposed subdivision name:

FIVE IRON FARMS PLAT 1 SUBDIVISION

For property located at:

See attached

And owned by: Corkrean Homes, II, Inc.

Has been approved on the 7th day of October, 2022.

Auditor, Madison County, Iowa.

By Shelley D. Kaster
Shelley D. Kaster, Auditor

RESOLUTION NO. 2022-41

RESOLUTION APPROVING FINAL PLAT FOR FIVE IRON FARMS

WHEREAS there was filed in the Office of the City Administrator of the City of Winterset, Madison County, Iowa, a registered land surveyor's plat of a proposed subdivision known as Five Iron Farms, an Addition to the City of Winterset, Madison County, Iowa; and,

WHEREAS the real estate comprising said plat is described as follows:

Parcel ID: 400073020010000

A tract of land being The East Half (1/2) of the West Half (1/2) of the Northeast Quarter (1/4), of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa filed in Book 2022, Page 1529 on May 23rd, 2022, in the Office of the Recorder of Madison County, Iowa.

WHEREAS there was also filed with said plat a dedication of said plat containing a statement to the effect that the subdivision as it appears on the plat is with the free consent and in accordance with the desire of the proprietors, Corkrean Properties II, L.L.C., and Lender, Farmers and Merchants State Bank; and,

WHEREAS, said plat was accompanied by an attestation of the proprietor that title is in fact free and clear and that said platted land is free from encumbrance, except a mortgage held by Farmers and Merchants State Bank, and a certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes: and consents by the mortgage holder, Farmers and Merchants State Bank to such platting; and,

WHEREAS, the City Council of the City of Winterset, Madison County, Iowa, finds that said plat conforms to the provisions of the Ordinances of the City of Winterset, Madison County, Iowa, and that the plat, papers, and documents presented therewith should be approved by the City of Council of the City of Winterset, Madison County, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City of Council of the City of Winterset, Madison County, Iowa:

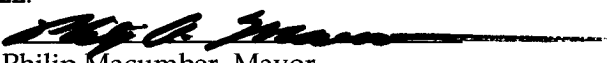
1. Said plat, known as 5 Iron Farms, an Addition to the City of Winterset, Madison County, Iowa, prepared in connection with said plat and subdivision is hereby approved.
2. The City Administrator of the City of Winterset, Madison County, Iowa, is hereby directed to certify this resolution which shall be affixed to said plat to the County documents which should be filed and recorded in connection therewith.

Passed and approved this this 3rd day of October 2022.

ATTEST:



Andrew J. Barden, City Administrator


Philip Macumber, Mayor



**LAND DISTURBING ACTIVITIES
AFFIDAVIT**

STATE OF IOWA :
 :
 :
MADISON COUNTY :

Pursuant to section 161 A.64, Code of Iowa in consideration for permission to engage in a land disturbing activity as defined in that statute, and recognizing that the agency authorized by that statute to receive and file this affidavit will rely on the statements we make herein, we, Corkrean Homes II, Inc., being first duly sworn on oath, do solemnly swear to affirm that:

I do not plan to engage in land disturbing activities upon the following described real estate:

See attached

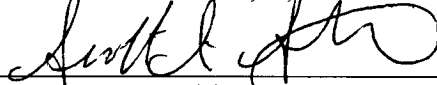
As owner or occupant of the land described above, we are aware that we must establish and maintain soil conservation practices as necessary to meet the soil loss limits established by the Madison County Soil and Water Conservation District, pursuant to sections 161A.43, and 161A.44, Code of Iowa.

We are aware that loss limit regulations prohibit sediment from leaving the site in excess of 5 tons per acre per year. The land disturbing activities described above will be conducted in a manner that will insure compliance with the soil loss limit regulations.

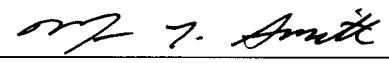
We assume responsibility for all land disturbing activities conducted on this property by us or other people entities we represent. This authority covers only the land and land disturbing activity described above.

We are the owners of the land, and have full authority to enter into this agreement.

CORKREAN HOMES, II, INC.

By 
Scott Stover, President

Subscribed and sworn to before me on this 6 day of October, 2022.


Notary Public in and for the State of Iowa

**COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FIVE IRON FARMS SUBDIVISION,
MADISON COUNTY, IOWA**

That Corkrean Homes II, Inc., is now the fee simple owner and record titleholder of the following-described real estate, to-wit:

See Attached Legal Description;

which real estate has been platted as Five Iron Farms Subdivision, Madison County, Iowa.

Said owners do hereby impose and subject said real estate to certain regulations, covenants, restrictions and easements as to the use and occupancy thereof, as follows:

1) All lots in said Plat shall be used in a manner consistent with the Madison County and the City of Winterset Zoning Ordinances, the above-described real estate being located in a residential district. No structure shall be erected on any lot except a single-family residential dwelling structure, a one to five car garage and certain accessory buildings provided that accessory buildings other than garages may not be erected in excess of 3000 square feet in area. One story dwellings shall contain a minimum of 1500 total square feet of finished ground floor area. Two story dwellings shall contain a minimum of 1750 total square feet of finished area on the main and second levels. No construction shall start on any such dwelling until the plans have been approved by the developer. No mobile homes, manufactured homes, double-wide homes or earth homes shall be erected or placed on any of the lots in said Five Iron Farms Subdivision, Madison County, Iowa. Motor homes, camper trailers, boats, motorcycles and other recreational vehicles shall not be stored on the premises unless the same are stored in a garage as permitted by these covenants.

2) The maximum amount of residents in any home shall be eight, unless approved in

writing by the developer.

3) The maximum amount of animals is three common house pets and only common house pets are permitted on any lot. A common house pet shall be defined as a dog, cat, fish, hamster, guinea pig, reptile or like animal. No farm animals of any kind shall be allowed.

4) No fence of any kind shall be permitted on any lot without written approval from the developer. However, underground electric dog fences shall be permitted.

5) No exposed tile foundation shall be permitted and all exposed exterior concrete wall material shall be painted or covered with brick or stone veneer.

6) No parking on any grassy area is permitted.

7) No dog runs of any kind are permitted. All trash receptacles, or other out structure of like nature, shall be properly screened by reasonable shrubbery or decorative fence or both. Propane tanks should be properly and thoroughly screened so as not to be visible from the street by use of shrubbery, decorative fence, or burying them. No trash or trash containers shall be left outside or not properly screened except on or about the day that trash is picked up.

8) No automotive, boat or other mechanical repair work may be performed at or on any lot and all hobby type activity of a similar nature shall be confined to the interior of buildings on the lot. No bulky or unsightly piece of machinery shall be kept on any lot at any time.

9) Satellite dishes must be permanently installed to be located so that no part of the dish is viewable from the front of the home it services.

10) All portions of a lot not occupied by structures, walkways, driveways, parking or landscaping shall be sodded or seeded with grass within ninety (90) days after completion of the residence thereon unless weather conditions make this requirement impossible to satisfy, in

which event, they shall be sodded or seeded within sixty (60) days after weather conditions reasonably permit compliance with this requirement.

11) No lot in the Plat shall be further subdivided, except that a lot may be divided and sold to owners of adjoining lots to increase their size.

12) No trailer, basement, tent, shack, garage, barn or other accessory building in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

13) No building shall be erected on any building lot unless the design and location is in harmony with the existing structures and locations in the tract and does not violate any of these protective covenants. Any accessory building must be approved by the Developer.

14) The titleholder of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris, and shall not engage in an activity which is a nuisance.

15) Any lot that utilizes a shared driveway shall split the costs of maintenance, repair, and snow removal with the other owners who utilize the shared driveway.

16) No ATVs, UTVs, Motorcycles, or dirt bikes shall be used on any lot, except ATVs and UTVs may be used for work purposes.

17) No above ground or non-permanent swimming pools shall be permitted on any lot.

18) No activity shall be allowed which unduly interferes with the peaceful possession and use of the numbered lots by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

19) These covenants are to run with the land and shall be binding on all parties and persons claiming through or under them, for a period of twenty-one (21) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots, it is agreed to delete the said covenants in whole or in part. No new or additional covenants shall be added unless all of the owners of the lots in said Five Iron Farms Subdivision, Madison County, Iowa, agree in writing to any such additional covenants, provided that as long as the Developer owns a lot or lots in said development, the Developer shall have the right to add additional covenants to this Deed of Restrictions, amend such Deed of Restrictions or delete any portion of such Deed of Restrictions without the consent of any of the other owners in Five Iron Farm Subdivision.

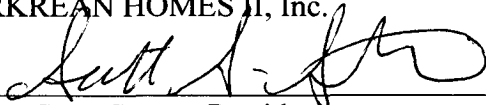
20) If any party shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, it shall be lawful for any owner of any lot or lots in the subdivision to institute proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants, conditions or restrictions, and to prevent or enjoin him or them from so doing or recover damages for such violation.

21) Invalidity of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

22) "Developer" is defined as Corkrean Homes II, Inc.

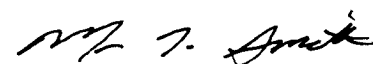
Dated this 6 day of October, 2022.

CORKREAN HOMES II, Inc.

By 
Scott Stover, President

STATE OF IOWA :
:SS
MADISON COUNTY :

This instrument was acknowledged before me on this 6th day of October, 2022 by Scott Stover, President of Corkrean Homes II, Inc.


Notary Public in and for the State of Iowa



PROPERTY DESCRIPTION:

(WARRANTY DEED BOOK 2021, PAGE 4620)

THE EAST HALF (1/2) OF THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4), OF SECTION THIRTY (30), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE S88°55'41"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 708.60 FEET TO THE POINT OF BEGINNING; THENCE S88°25'56"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 627.14 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE S00°16'48"W ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 2569.20 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE N89°35'40"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 661.19 FEET TO THE EAST RIGHT OF WAY LINE OF CEDAR BRIDGE ROAD AS IT IS PRESENTLY ESTABLISHED; THENCE N00°33'03"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1102.75 FEET; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG A 1492.40 FOOT RADIUS CURVE CONCAVE WESTERLY, A DISTANCE OF 289.36 FEET, SAID CURVE HAVING A CHORD BEARING OF N06°29'10"E AND A CHORD LENGTH OF 288.90 FEET; THENCE N00°10'19"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1191.90 FEET TO THE POINT OF BEGINNING.
SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

INDEX LEGEND

LOCATION: THE NORTHEAST QUARTER (1/4), OF SECTION THIRTY (30), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA

OWNER/PREPARED FOR:
CORKRAN HOMES ILLC
65 EAST JEFFERSON STREET
WINTERSSET, IOWA 50273

PREPARED BY:
BISHOP ENGINEERING, CO
LARRY HYLER P.L.S.
URBANDALE, IA 50222
515-276-0467

Document 2022 3055

Book 2022 Page 3055 Type 06 044 Pages 18

Date 10/20/2022 Time 10:00:41AM

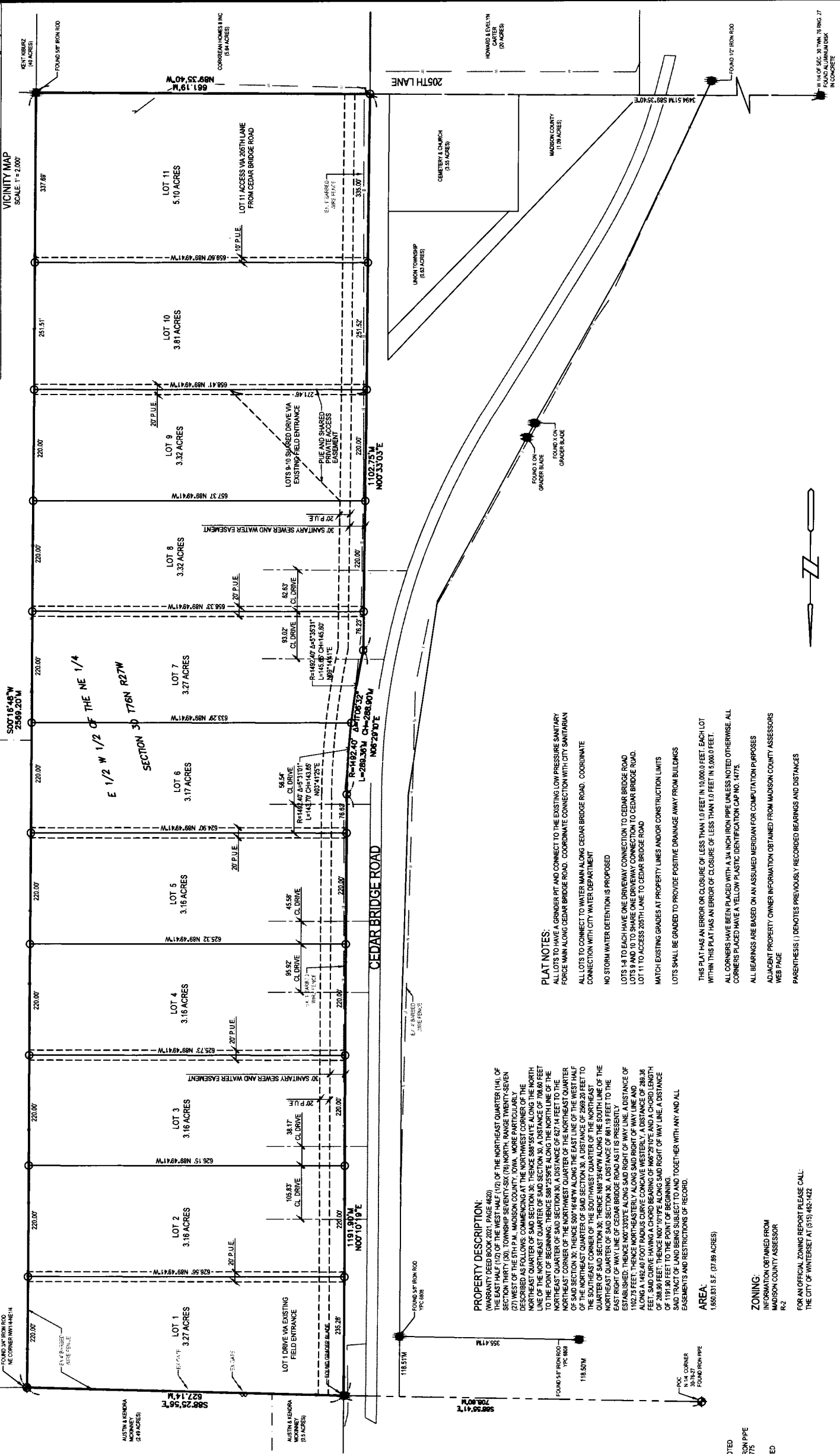
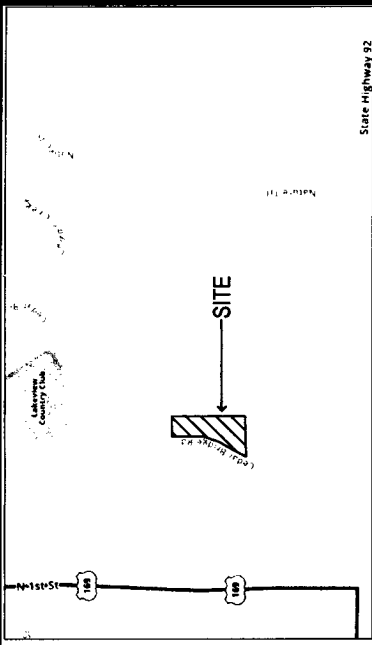
Rec Amt \$92.00 Aud Amt \$5.00

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

INDEX
ANNO
SCAN
CHEK

FIVE IRON FARMS PLAT 1

FINAL PLAT



PROPERTY DESCRIPTION:
(WARRANTY DEED BOOK 2021 PAGE 4620)
THE EAST HALF (1/2) OF THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION THIRTY (30), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SEVEN (27) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, MORE OR LESS AS SHOWN BY THE SURVEY, BEING THE SAME AS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE S88°55'41"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 706.80 FEET TO THE POINT OF BEGINNING; THENCE S88°25'58"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 827.14 FEET TO THE NORTHEAST CORNER OF SAID SECTION 30; A DISTANCE OF 827.14 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; A DISTANCE OF 256.93 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE N87°35'49"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 811.19 FEET TO THE EAST RIGHT OF WAY LINE OF CEDAR BRIDGE ROAD AS IT IS PRESENTLY ESTABLISHED; THENCE N00°33'03"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 102.75 FEET; THENCE N00°10'19"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 284.90 FEET; THENCE N00°10'19"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1191.90 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

AREA:
1,650.651 S.F. (37.89 ACRES)

ZONING:
R-2
INFORMATION OBTAINED FROM
MADISON COUNTY ASSESSOR

FOR AN OFFICIAL ZONING REPORT PLEASE CALL:
THE CITY OF WINTERSSET AT (515) 482-1422

UTILITY NOTE:
RELOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY. EXISTING PUBLIC UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE LOCATIONS. ONLY BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT, A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.