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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

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Type of Document

**COTTONWOOD CREEK SUBDIVISION**

**PREPARER INFORMATION:**

David C. Pulliam, Wasker, Dorr, Wimmer & Carcouiller, P.C., 4201 Westown Parkway, Suite 250, West Des Moines, Iowa 50266 (515)-283-1801, on behalf of Benjamin Matthew Kelly

**TAXPAYER INFORMATION:**

Benjamin Matthew Kelly  
1684 Mueller Ct.  
Winterset, IA 50273

**RETURN DOCUMENT TO:**

Benjamin Matthew Kelly  
1684 Mueller Ct.  
Winterset, IA 50273

Or

David C. Pulliam  
Wasker, Dorr, Wimmer & Carcouiller, P.C.  
4201 Westown Parkway, Suite 250  
West Des Moines, IA 50266

**LEGAL DESCRIPTION:**

*A tract of land located in the West Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County Iowa, more particularly described as follows, to wit: Beginning at the Northeast corner of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23); thence N88°54'13"W along the North line of the Northwest Quarter (1/4) of said Section Twenty-three (23), a distance of 617.29 feet; thence S00°28'56"W, a distance of 2,198.58 feet; thence S89°43'44"E, a distance of 593.92 feet to the East line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23); thence*

*N00°16'17"E along the said East line a distance of 888.81 feet to the Northeast corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23), thence N01°39'15"E along the East line of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23), a distance of 1,301.24 feet to the Point of Beginning, containing 30.18 acres, which includes 1.66 acres of County Road Right of Way Easement.*

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**Preparer: David C. Pulliam, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801 (159017)**  
**Return To: David C. Pulliam, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801**

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**PLAT AND CERTIFICATE FOR COTTONWOOD CREEK**

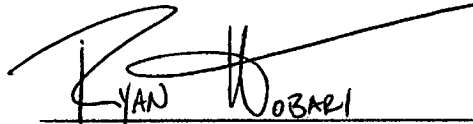
STATE OF IOWA                    )  
  ) ss:  
COUNTY OF MADISON            )

I, Ryan Hobart, , Zoning Administrator of Madison County, Iowa, do hereby certify that the Plat (as that term is defined herein) to which this Certificate is attached is a plat of subdivision known and designated as Cottonwood Creek, an Official Plat in Madison County, Iowa (the "Plat"), and that the real estate comprising said Plat is legally described as follows::


**A tract of land located in the West Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to wit: Beginning at the Northeast corner of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23); thence N88°54'13"W along the North line of the Northwest Quarter (1/4) of said Section Twenty-three (23), a distance of 617.29 feet; thence S00°28'56"W, a distance of 2,198.58 feet; thence S89°43'44"E, a distance of 593.92 feet to the East line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23); thence N00°16'17"E along the said East line a distance of 888.81 feet to the Northeast corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23), thence N01°39'15"E along the East line of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23), a distance of 1,301.24 feet to the Point of Beginning, containing 30.18 acres, which includes 1.66 acres of County Road Right of Way Easement.**

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

1. Dedication of Plat of Cottonwood Creek, an Official Plat in Madison County, Iowa;
  2. Attorney's Opinion of title;
  3. Certificate of the Treasurer of Madison County, Iowa;
  4. Certificate of the Auditor of Madison County, Iowa;
  5. Engineer Agreement;
  6. Fence Affidavit;
  7. Land Disturbing Activities Affidavit;
  8. Groundwater Hazard Statement;
  9. Owner's Consent to Platting;
  10. Resolution of the Board of Supervisors;
  11. COTTONWOOD CREEK COVENANTS
  12. AGREEMENT FOR IMPROVEMENTS
  13. CONTROL AGREEMENT
- Dated this 23 day of SEPTEMBER, 2025.

  
\_\_\_\_\_  
Ryan Hobart, Zoning Administrator

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of Iowa,  
on this 23rd day of September, 2025.

  
\_\_\_\_\_  
Tina Burk  
Notary Public in and for the State of Iowa.



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**Preparer:** David C. Pulliam, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801 (159017)  
**Return To:** David C. Pulliam, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801

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### **OWNERS CONSENT TO PLAT**

#### **KNOW ALL PERSONS BY THESE PRESENTS:**

The undersigned, **Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.**, the current holder to the real estate described below does hereby consent to the platting of the real estate as "**Cottonwood Creek**". The subject real estate is legally described as follows:

**A tract of land located in the West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to wit: Beginning at the Northeast corner of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23); thence N88°54'13"W along the North line of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), a distance of 617.29 feet; thence S00°28'56"W, a distance of 2,198.58 feet; thence S89°43'44"E, a distance of 593.92 feet to the East line of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23); thence N00°16'17"E along the said East line a distance of 888.81 feet to the Northeast corner of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), thence N01°39'15"E along the East line of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), a distance of 1,301.24 feet to the Point of Beginning, containing 30.18 acres, which includes 1.66 acres of County Road Right of Way Easement.**

The undersigned hereby declares that plat is prepared with its free consent and in accordance with its desire.

DATED: 6-5-2025

Bm NM

**Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.**

STATE OF IOWA, COUNTY OF Monroe ) ss:

On this 5<sup>th</sup> day of June, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared **Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.**, who acknowledged he executed the within instrument as his voluntary act and deed.



Angie Day  
Notary Public in and for said State

LAW OFFICES

**WASKER, DORR, WIMMER & MARCOUILLER, P.C.**

HIGHLAND BUILDING – THREE FOUNTAINS OFFICE PARK

4201 WESTOWN PARKWAY – SUITE 250

WEST DES MOINES, IOWA 50266-6720

PHONE (515) 283-1801

FAX (515) 283-1802

EMAIL [lawfirm@wdwm.net](mailto:lawfirm@wdwm.net)



PROUD IOWA LAWYERS

OF COUNSEL  
MARK R. ADAMS

OF COUNSEL  
D. MARK MARCOUILLER

OF COUNSEL  
WILLIAM J. WIMMER

RUSSELL (RUSTY) H. LAIRD  
01/16/27 – 06/05/15

FRED L. DORR  
MATTHEW D. KERN  
DAVID C. PULLIAM  
MATTHEW M. HURN  
ZORICA ILIC BURCH  
JOSEPH W. COPPOLA III

JASON R. SANDEGREN  
SETH D. DODGE  
TAYLOR R. FRANCIS  
TYLER M. PHELAN  
AUDRA F. SAUNDERS  
JAMES H. SAYRE  
MADELYN E. HURN

August 8, 2025

**PLAT OPINION**

Madison County Board of Supervisors  
112 N John Wayne Drive  
Winterset, IA 50273

TITLE GUARANTY DIVISION  
Member No. 7938  
Our File No. PLAT159017 - DCP

Re: Cottonwood Creek Final Plat

Ladies and Gentlemen:

At your request we have examined the Abstract of Title to the following described real estate:

A tract of land located in the West Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to wit: Beginning at the Northeast corner of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23); thence N88°54'13"W along the North line of the Northwest Quarter (1/4) of said Section Twenty-three (23), a distance of 617.29 feet; thence S00°28'56"W, a distance of 2,198.58 feet; thence S89°43'44"E, a distance of 593.92 feet to the East line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23); thence N00°16'17"E along the said East line a distance of 888.81 feet to the Northeast corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23), thence N01°39'15"E along the East line of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23), a distance of 1,301.24 feet to the Point of Beginning, containing 30.18 acres, which includes 1.66 acres of County Road Right of Way Easement.

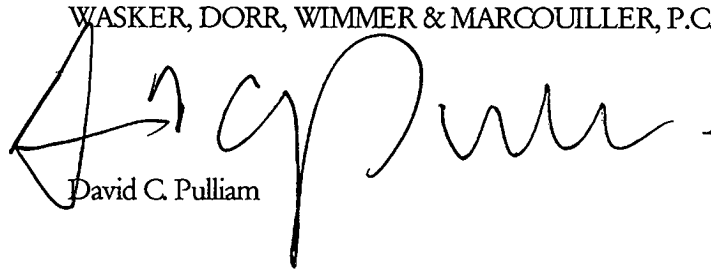
which is to be known as Cottonwood Creek.

The Abstract prepared by Madison County Abstract Company (# 22772832) has been certified as full and complete from the date of Original Entry to March 19, 2025 at 8:00 a.m. On the latter date and time I find title to this property is vested in:

**Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.,**

subject to the Special Exceptions and Standard Exceptions noted on the attached schedules.

WASKER, DORR, WIMMER & MARCOUILLER, P.C.

A handwritten signature in black ink, appearing to read 'D. C. Pulliam', with a stylized initial 'D' and a long horizontal stroke.

David C. Pulliam

DCP:mga



SPECIAL EXCEPTIONS

1. **PLAT OPINION:** This opinion is rendered for platting purposes in accordance with the laws of the State of Iowa and for no other purpose.
  2. **TAXES:** Entry No. 79 in Abstract No. 22772832 shows real estate taxes for fiscal year 2023/2024 as follows:

Parcel No. 200032344010000:	1 <sup>st</sup> Installment - \$300.00 - Paid 2 <sup>nd</sup> Installment - \$300.00 - Unpaid, but not delinquent
Parcel No. 200032344020000:	1 <sup>st</sup> Installment - \$13.00 - Paid 2 <sup>nd</sup> Installment - \$13.00 - Unpaid, but not delinquent
Parcel No. 200032346000000:	1 <sup>st</sup> Installment - \$330.00 - Paid 2 <sup>nd</sup> Installment - \$330.00 - Unpaid, but not delinquent
- You should contact the Madison County Treasurer's office to determine the exact amount of annual taxes.
3. **MORTGAGE:** Entry No. 63 in Abstract No. 22772825FI shows a mortgage from Benjamin M. Kelly and Frances A. Kelly, husband and wife, to Midwest Bank, in the amount of \$1,755,000.00 dated May 28, 2014 and filed May 30, 2014 in Book 2014 at Page 1264. Entry No. 69 in Abstract No. 22772830 shows a First Amendment to Mortgage from Benjamin Morgan Kelly, an unmarried person, a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Sr.; and Benjamin Mathew Kelly, a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr., and Denise Kaye Kelly a/k/a Denise K. Kelly, husband and wife, to Midwest Bank, dated April 16, 2021 and filed April 27, 2021 in Book 2021 at Page 1700, securing credit in the amount of \$1,500,000.00.
  4. **EASEMENT:** Entry No. 18 in Abstract No. 2277288 shows an Easement in favor of Warren Water, Inc. filed November 15, 2000 in Deed Record 144 at Page 359.
  5. **PLAT OF SURVEY:** Entry No. 25 in Abstract No. 2277288 shows an Amended Plat of Survey filed September 18, 2003 in Book 2003 at Page 5596.
  6. This property is subject to the zoning ordinances for Madison County, Iowa.
  7. Searches have been made against Benjamin M. Kelly, Jr. and Benjamin Matthew Kelly for the past ten years to March 19, 2025 at 8:00 A.M. Searches have been limited to Madison County, Iowa. Searches should be continued to the date and time of filing your interest to obtain a complete examination of title.

STANDARD EXCEPTIONS

1. This opinion has been prepared for the person(s) or entities identified as the addressees above and it shall not be relied upon by any other person or entity.
2. Effective July 1, 2009, any property served by a private sewage disposal system (septic system) must have the system inspected by a certified inspector prior to any transfer of ownership of the property by deed or contract, unless certain exemptions apply. See Iowa Code Section 455B.172(11).
3. You should note that assessment liens are created by the filing of certain documents in the office of the County Treasurer.
4. There has been no visual inspection of the property described herein. You should be aware of the following items which relate to the subject property, which are not necessarily determinable from the Abstract of Title:
  - a. Zoning compliance;
  - b. Housing code compliance;
  - c. Rights of parties in possession of the property besides the titleholders described above;
  - d. The rights of any unknown spouses;
  - e. Claims of materialmen, suppliers, laborers, and contractors arising during the last ninety days;
  - f. The accuracy of any boundary and lot lines of the property or any encroachments;
  - g. Unidentified bankruptcy proceedings;
  - h. Easements;
  - i. Leases;
  - j. Forged or altered instruments;
  - k. Unrecorded purchase money mortgages;
  - l. The procuring of adequate insurance coverage;
  - m. You should be aware that certain activities that may result in environmental liability are not determinable from examining the Abstract of Title. Certain local, state and federal laws may require remedial and other action as well as impose civil and criminal liability. The violation of said laws could result in liens against the real estate related to certain activities and thus you should satisfy yourself that there are no potential environmentally hazardous substances on the real estate under examination that would subject you to liability for any environmental clean-up;
  - n. You should be aware of federal and state laws and regulations regarding issues such as eminent domain and forfeiture. This opinion is subject to any such laws and/or regulations and the power exercised by any governmental entity pursuant to their enforcement;

If you desire any assistance in resolving any of the above matters, please feel free to contact us.

5. If the buyer(s) desire(s) a drawn survey, it should be obtained prior to closing.
6. This is only a preliminary title opinion based, in part at least, on the Abstractor's Pencil Notes. This opinion is made subject to exceptions reserved by the abstractor in preparing the abstract referenced herein. Once your transaction has closed and the documents have been recorded, you should have the entire Abstract continued in final form to show that, and have it returned to us for final examination, so we can render an Attorney's Certificate of Title for you.

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**Preparer: David C. Pulliam, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801 (159017)**  
**Return To: David C. Pulliam, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801**

---

**CERTIFICATE OF THE TREASURER OF MADISON COUNTY**

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF MADISON            )

The undersigned, on behalf of the Madison County Treasurer's Office, hereby certifies that I have examined the records of this office and have determined that **Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.** is the present fee simple titleholder to the following-described real estate:

A tract of land located in the West Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to wit: Beginning at the Northeast corner of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23); thence N88°54'13"W along the North line of the Northwest Quarter (1/4) of said Section Twenty-three (23), a distance of 617.29 feet; thence S00°28'56"W, a distance of 2,198.58 feet; thence S89°43'44"E, a distance of 593.92 feet to the East line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23); thence N00°16'17"E along the said East line a distance of 888.81 feet to the Northeast corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23), thence N01°39'15"E along the East line of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23), a distance of 1,301.24 feet to the Point of Beginning, containing 30.18 acres, which includes 1.66 acres of County Road Right of Way Easement.

which is to be known as Cottonwood Creek

**Said Tract of Land being subject to and together with any and all Covenants, Restrictions or Easements of record. Feet Radius**

I further certify that the above-described real estate is free from all certified property taxes and that said property is free from all special assessments, special rates and charges, nor are there any taxes due for Monies and Credits, Bushels of Grain, Industrial Machinery, Data Processing Equipment, Utilities or Buildings on leased land against **Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.**, who is the record titleholder of the above-described real estate.

Dated this 10 day of June, 2025.

MADISON COUNTY TREASURER

By Kyle Burbur  
\_\_\_\_\_, Treasurer

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of Iowa,  
on this 10<sup>th</sup> day of June, 2025.



Angie Day  
Notary Public in and for the State of Iowa.

**IN THE IOWA DISTRICT COURT FOR DALLAS COUNTY**

In the Matter of the Estate of  
Benjamin Morgan Kelly,  
Deceased.

Probate No. ESPR024866

**NOTIFICATION OF NO STATE  
TAX LIABILITIES**

As of the date of filing, the Estate has no outstanding income tax liability owed to the State of Iowa.

Dated this 9<sup>th</sup> day of June, 2025.

**STATE OF IOWA  
DEPARTMENT OF REVENUE**

/s/ Steven Ginther

By: STEVEN GINTHER AT0015847

Assistant Attorney General

Hoover State Office Building

Second Floor

1305 E. Walnut St.

Des Moines, Iowa 50319

Telephone: 515-415-2177

Fax: 515-281-4209

E-Mail: [Steve.Ginther@ag.iowa.gov](mailto:Steve.Ginther@ag.iowa.gov)

Attorney for Iowa Department of Revenue

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

COTTONWOOD CREEK, MADISON COUNTY, IOWA

For property located at:

A tract of land located in the West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to wit: Beginning at the Northeast corner of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23); thence N88°54'13"W along the North line of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), a distance of 617.29 feet; thence S00°28'56"W, a distance of 2,198.58 feet; thence S89°43'44"E, a distance of 593.92 feet to the East line of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23); thence N00°16'17"E along the said East line a distance of 888.81 feet to the Northeast corner of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), thence N01°39'15"E along the East line of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), a distance of 1,301.24 feet to the Point of Beginning, containing 30.18 acres, which includes 1.66 acres of County Road Right of Way Easement.

And owned by: Benjamin Matthew Kelly, a/k/a Benjamin M. Kelly, a/k/a Benjamin M. Kelly, Jr.

Has been approved on the 18 day of September, 2025.

Auditor, Madison County, Iowa.

By Michele Brant  
Michele Brant, Auditor

---

**Preparer: David C. Pulliam, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801 (159017)**  
**Return To: David C. Pulliam, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801**

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**ENGINEER AGREEMENT FOR  
COTTONWOOD CREEK, MADISON COUNTY, IOWA**

This agreement is made and entered into by and between Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr. ("Owner"), as the proprietor of Cottonwood Creek, Madison County, Iowa (the "Property"), and Mike Hackett Madison County, Iowa Engineer (the "Engineer").

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. That the Owner is fee simple titleholder of the Property, which is legally described as follows::

A tract of land located in the West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to wit: Beginning at the Northeast corner of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23); thence N88°54'13"W along the North line of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), a distance of 617.29 feet; thence S00°28'56"W, a distance of 2,198.58 feet; thence S89°43'44"E, a distance of 593.92 feet to the East line of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23); thence N00°16'17"E along the said East line a distance of 888.81 feet to the Northeast corner of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), thence N01°39'15"E along the East line of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), a distance of 1,301.24 feet to the Point of Beginning, containing 30.18 acres, which includes 1.66 acres of County Road Right of Way Easement.

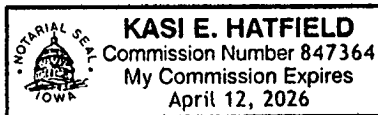
2. That the Owner hereby agrees that all private roads located within the Property are private roads and are not being dedicated to Madison County, Iowa, and that said Owner consents and agrees that such roads shall not be maintained in any manner by the Engineer or any other department of Madison County, Iowa.

Dated this 18<sup>th</sup> day of September, 2025.

B. M. Kelly

Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.

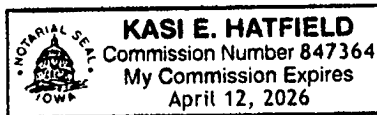
SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of Iowa, on this 18<sup>th</sup> day of September, 2025.



[Signature]  
Notary Public in and for the State of Iowa.

[Signature]  
Mike Hackett, Madison County, Iowa Engineer

SUBSCRIBED AND SWORN to before me, a Notary Public in and for the State of Iowa, on this 18<sup>th</sup> day of September, 2025.



[Signature]  
Notary Public in and for the State of Iowa.

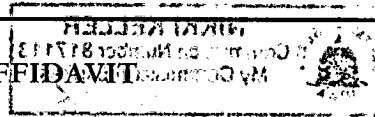


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**Return To:** David C. Pulliam, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801

---

**FENCE AFFIDAVIT**



**Re:** A tract of land located in the West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to wit: Beginning at the Northeast corner of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23); thence N88°54'13"W along the North line of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), a distance of 617.29 feet; thence S00°28'56"W, a distance of 2,198.58 feet; thence S89°43'44"E, a distance of 593.92 feet to the East line of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23); thence N00°16'17"E along the said East line a distance of 888.81 feet to the Northeast corner of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), thence N01°39'15"E along the East line of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), a distance of 1,301.24 feet to the Point of Beginning, containing 30.18 acres, which includes 1.66 acres of County Road Right of Way Easement.

which is to be known as Cottonwood Creek

I, **Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.**, being first duly sworn on oath, state as follows: I make this affidavit from my personal knowledge for the purpose of establishing of record certain facts known to us and affecting the chain of title to the above-referenced real property situated in Madison County, Iowa (the "Property"):

1. The undersigned are the owners and holders of title in and to the Property, and the Property has fencing that is not presently compliant with the applicable ordinances of Madison County, Iowa. Funds have been placed in escrow to bring required fencing into compliance with County Ordinances and Regulations in connection with the development of the above property to be known as Cottonwood Creek.

DATED: 7-29-2025

Ben M Kelly

Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.

STATE OF IOWA, COUNTY OF Madison ss:

On this 29<sup>th</sup> day of July, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared **Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.**, who acknowledged he executed the within instrument as his voluntary act and deed.



Nikki Keller

Notary Public in and for said State

---

**Preparer:** David C. Pulliam, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801 (159017)  
**Return To:** David C. Pulliam, 4201 Westown Pkwy - Ste 250, W. Des Moines, Iowa 50266 (515) 283-1801

---

### **LAND DISTURBING ACTIVITIES AFFIDAVIT**

Pursuant to Iowa Code Section 161A.64, in consideration for permission to engage in a "land disturbing activity" as defined therein and pursuant to the Soil Conservation Districts Law, Iowa Code Sections 161A.1, *et seq.* (the "Act"), and recognizing that the agency authorized by the Act to receive and file this Land Disturbing Activities Affidavit (the "Affidavit") will rely on the statements I make herein, I, **Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.**, being first duly sworn on oath, do solemnly swear and affirm that:

I plan to engage in the following land disturbing activity: Grading, Excavating and Filling of Land.

The established state is upon final plat approval, and the estimated completion date is twelve months thereafter.

The land disturbing activity will occur on lands under my control, which lands are legally described as follows:

**Re: A tract of land located in the West Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to wit: Beginning at the Northeast corner of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23); thence N88°54'13"W along the North line of the Northwest Quarter (1/4) of said Section Twenty-three (23), a distance of 617.29 feet; thence S00°28'56"W, a distance of 2,198.58 feet; thence S89°43'44"E, a distance of 593.92 feet to the East line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23); thence N00°16'17"E along the said East line a distance of 888.81 feet to the Northeast corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23), thence N01°39'15"E along the East line of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-three (23), a distance of 1,301.24 feet to the Point of Beginning, containing 30.18 acres, which includes 1.66 acres of County Road Right of Way Easement.**

As Owner of the above-described land, I am aware that I 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 Iowa Code Section 161A.44.

I am aware that the soil 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 ensure compliance with the soil loss limit regulations.

Upon filing this Affidavit, we are given authority to start the land disturbing activities. I also assume responsibility for all land disturbing activities conducted on this property by me or other people or entities I represent. This authority covers only the land and land disturbing activities described above.

I am the only titleholder to the above-described land and have full power and authority to enter into and execute this Affidavit and to fully bind myself to comply with the representations contained herein.

DATED: 6-18-2025

Ben M Kelly  
Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.

STATE OF IOWA, COUNTY OF Madison ) ss:

On this 18<sup>th</sup> day of June, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared **Benjamin Matthew Kelly a/k/a Benjamin M. Kelly a/k/a Benjamin M. Kelly, Jr.**, who acknowledged he executed the within instrument as his voluntary act and deed.



Angie Day  
Notary Public in and for said State



IOWA DEPARTMENT OF NATURAL RESOURCES  
NOTICE OF INTENT FOR COVERAGE UNDER  
NPDES STORM WATER GENERAL PERMIT

CASHIER'S USE ONLY  
0253-542-SW08-0581

Name \_\_\_\_\_

No. 1 FOR "STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY"

or

No. 2 FOR "STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR CONSTRUCTION ACTIVITIES"

or

No. 3 FOR "STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR ASPHALT PLANTS, CONCRETE BATCH PLANTS, ROCK CRUSHING PLANTS, AND CONSTRUCTION SAND AND GRAVEL FACILITIES."

PERMIT INFORMATION

Has this storm water discharge been previously permitted? ☐ Yes ☒ No

If yes, please list authorization number \_\_\_\_\_

Under what General Permit are you applying for coverage?

General Permit No. 1 ☐ General Permit No. 2 ☒ General Permit No. 3 ☐

PERMIT FEE OPTIONS

For coverage under NPDES General Permit No. 1, No. 2, or No. 3, the following fees apply:

☒ Annual Permit Fee \$175 (per year) Maximum coverage is one year.

☐ 3-year Permit Fee \$350 Maximum coverage is three years.

☐ 4-year Permit Fee \$525 Maximum coverage is four years.

☐ 5-year Permit Fee \$700 Maximum coverage is five years.

Checks should be made payable to the Iowa Department of Natural Resources.

FACILITY OR PROJECT INFORMATION

Enter the name and full address/location (not mailing address) of the facility or project for which permit coverage is requested.

NAME: Cottonwood Creek COUNTY: Madison

STREET ADDRESS OF SITE: The West 1/2 of the Northwest Quarter of Section 23, T 77 N, R 28 W along the West side of Hogback

CITY: Bridge Road STATE: Iowa ZIP CODE: 50273

Give the facility location or location of construction site by section/township/range and latitude/longitude:

¼ SECTION	SECTION	TOWNSHIP	RANGE	¼ SECTION	SECTION	TOWNSHIP	RANGE
NW	23	77	78				

Facility SIC Code: \_\_\_\_\_ Facility NAICS Code: \_\_\_\_\_

SIC and NAICS codes refer to the Standard Industrial Classification and the North American Industry Classification System code numbers used to classify establishments by type of economic activity. Complete for General Permits No. 1 and No. 3.

CONTACT INFORMATION

Provide the name, mailing address, email address, and telephone number of a contact person. Attach additional information as needed. This will be the address to which all correspondence will be sent and to which all questions will be directed.

NAME: Benjamin Kelly PHONE: 515-208-2389

COMPANY NAME (if applicable): \_\_\_\_\_

STREET ADDRESS: 1684 Mueller Court

CITY: Winterset STATE: Iowa ZIP CODE: 50273

EMAIL ADDRESS: kellycattleco@hotmail.com

Check the appropriate box to indicate the legal status of the operator of the facility.

☐ Federal ☐ State ☐ Public ☒ Private ☐ Other (specify) \_\_\_\_\_

**OWNER INFORMATION** Enter the name and full address of the owner of the facility.

NAME: Benjamin M. Kelly PHONE: 515-208-2389  
STREET ADDRESS: 1684 Mueller Court  
CITY: Winterset STATE: Iowa ZIP CODE: 50273  
EMAIL ADDRESS: kellycattleco@hotmail.com

**OUTFALL INFORMATION**

Discharge start date, i.e., when did/will the site begin operation or 10/1/92, whichever is later: June 2025

Is any storm water monitoring information available describing the concentration of pollutants in storm water discharges?

☐ Yes☒ No

**NOTE:** Do not attach any storm water monitoring information with the application.

List receiving water(s) to the first uniquely named waterway in Iowa (e.g., ditch to unnamed tributary to Mud Creek to Cedar River):

Unnamed ditch to the North Branch of the North River

Note compliance With the Following Conditions:

Yes No

Has the Storm Water Pollution Prevention Plan been developed prior to the submittal of this NOI and does the plan meet the requirements of the applicable General Permit? (do not submit the SWPPP with the NOI)

☒☐

Will the Storm Water Pollution Prevention Plan comply with approved State (Section 161A.64, Code of Iowa) or local sediment and erosion plans? (for General Permit 2 only)

☒☐

Has a public notice been published for at least one day, in the newspaper with the largest circulation in the area where the discharge is located, and is the proof of notice attached? (new applications only)

☒☐**ADDITIONAL INFORMATION FOR GENERAL PERMIT NO. 2 AND GENERAL PERMIT NO. 3 APPLICANTS.**

Description of Project (describe in one sentence what is being constructed):

Subdivide 30.18 Acres into 6 single family lots

For General Permit No. 3 - Is this facility to be moved this year? ☐ Yes ☐ No

Number of Acres of Disturbed Soil (Construction Activities Only): 5

Estimated Timetable for Activities/Projects, i.e., approximately when did/will the project begin and end:

Begin June 2025 home construction is unknown

**CERTIFICATION – ALL APPLICATIONS MUST BE SIGNED**

Only the following individuals may sign the certification. State regulations require this form to be signed by one of the following:

- Corporations.** A responsible corporate officer; either: (1) A president, secretary, treasurer, or vice-president in charge of a principal business function, or other person who performs similar functions; or (2) The manager of manufacturing, production or operating facilities, if authority to sign documents has been assigned or delegated in accordance with corporate procedures.
- Partnerships.** In the case of a partnership, a general partner.
- Sole proprietorships.** In the case of a sole proprietorship, the proprietor.
- Municipal, state, federal, or other public agency.** Either the principal executive officer or the ranking elected official. A principal executive officer includes: (1) The chief executive officer, or (2) A senior executive officer responsible for a unit of the agency.
- Storm water discharge associated with industrial activity from construction activities.** In the case of a storm water discharge associated with construction activity, either the owner of the site or the general contractor.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I further certify that the terms and conditions of the general permit will be met. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.

Benjamin M Kelly

NAME (print or type)

Ben M Kelly

SIGNATURE

NA

TITLE AND COMPANY NAME OF SIGNATORY

4/28/2025

DATE

Submit this form to: Storm Water Coordinator, Iowa Department of Natural Resources, 502 E 9th St., Des Moines, Iowa 50319

## Keven Crawford

---

**From:** Des Moines Legals <DES-legalsmbx@registermedia.com>  
**Sent:** Wednesday, May 28, 2025 2:18 PM  
**To:** Keven Crawford  
**Subject:** Thank you for placing your order with us.

### THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Des Moines Register's online Classifieds [HERE](#) to place your legal notices in the future.

**Deadlines vary by publication, changes and/or cancellations may not be honored due to deadline restrictions.**

#### Job Details

Order Number:  
**LIOW0307119**  
Classification:  
Public Notices  
Package:  
General Package  
Additional Options:  
1 Affidavit \$10.00  
Base amount:  
\$29.80  
Service fee:  
\$1.19  
Cash/Check/ACH  
☐  
Discount:  
-\$0.00  
Total payment:  
\$30.99

#### Schedule for ad number LIOW03071190

Mon Jun 2, 2025  
Des Moines Register  
All Zones

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save! In no event are service fees refundable.  
Payment Type:  
mastercard

#### Account Details

Cooper Crawford & Assoc  
475 S 50Th St Ste 800  
West Des Moines, IA □ 50265-6979  
515-224-1344  
kcrawford@cooper-crawford.com  
Cooper Crawford & Assoc  
Credit Card - mastercard \*\*\*\*\*0295

PUBLIC NOTICE OF STORM  
WATER DISCHARGE

Benjamin Kelly plans to submit a Notice of Intent to the Iowa Department of Natural Resources to be covered under the NPDES General Permit No. 2 "Storm Water Discharge Associated with Industrial Activity for Construction Activities". The stormwater discharge will be from Construction of six single family lots located in NW 1/4 SECTION 23, T 77 N, R 28 W OF THE 5TH PM, MADISON COUNTY, IOWA. Storm water will be discharged from 1 point source(s) and will be discharged to the following streams: UNNAMED DITCH TO THE NORTH BRANCH OF THE NORTH RIVER.

Comments may be submitted to the Storm Water Discharge Coordinator, Iowa Department of Natural Resources, Environmental Protection Division, 502 E. 9th Street, Des Moines, IA 50319-0034. The public may review the Notice of Intent from 8 a.m. to 4:30 p.m., Monday through Friday, at the above address after it has been received by the department.

June 2 2025  
LLOW0307119



**ZO – Resolution 092325A**  
**RESOLUTION APPROVING FINAL PLAT**  
**OF COTTONWOOD CREEK,**  
**MADISON COUNTY, IOWA**

WHEREAS, there was filed in the Office of the Zoning Administrator of Madison County, Iowa, a registered land surveyor's plat of a proposed subdivision known as Cottonwood Creek Subdivision; and

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

A tract of land located in the West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to wit: Beginning at the Northeast corner of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23); thence N88°54'13"W along the North line of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), a distance of 617.29 feet; thence S00°28'56"W, a distance of 2,198.58 feet; thence S89°43'44"E, a distance of 593.92 feet to the East line of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23); thence N00°16'17"E along the said East line a distance of 888.81 feet to the Northeast corner of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), thence N01°39'15"E along the East line of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), a distance of 1,301.24 feet to the Point of Beginning, containing 30.18 acres, which includes 1.66 acres of County Road Right of Way Easement.

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 proprietor, Benjamin Matthew Kelly, a/k/a Benjamin M. Kelly, a/k/a Benjamin M. Kelly, Jr.

WHEREAS, said plat was accompanied by a complete abstract of title and an opinion from an attorney at law showing that title in fee simple is in said proprietor and that the platted land is free from all encumbrances, and a Certified statement from the Treasurer of Madison County, Iowa, that said platted land is free from taxes.

WHEREAS, the Board of Supervisors, Madison County, Iowa, finds that said plat conforms to the provisions of the Zoning Ordinance of Madison County, Iowa, and that the plat, papers and documents presented therewith should be approved by the Board of Supervisors, and that said plat, known Cottonwood Creek Subdivision should be approved by the Board of Supervisors, Madison County, Iowa.

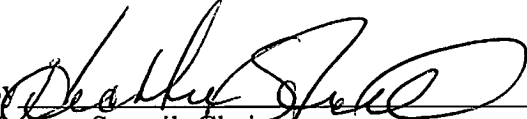
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, Madison County, Iowa:

1. That said plat, known as Cottonwood Creek, prepared in connection with said plat and subdivision is hereby approved.

2. The Zoning Administrator of Madison County, Iowa, is hereby directed to certify this resolution which shall be affixed to said plat to the County Recorder of Madison County, Iowa, and attend to the filing and recording of the plat, papers and documents which should be filed and recorded in connection therewith.

DATED at Winterset, Iowa, this 23 day of Sept, 2025.

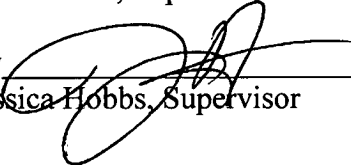
MADISON COUNTY BOARD OF SUPERVISORS

By   
Heather Stancil, Chairman

☒ Aye ☐ Nay

By   
Diane Fitch, Supervisor

☐ Aye ☒ Nay

By   
Jessica Hobbs, Supervisor

☒ Aye ☐ Nay

ATTEST:

  
Michele Brant, Madison County Auditor

Cottonwood Creek Covenants  
Madison County Iowa

Page 1  
May 31, 2025  
Rev. 8-1-25

This conveyance is also made subject to the following restrictive covenants are binding and run with the title to land and six(6) lots within the Cottonwood Creek Subdivision within Madison County Iowa

1. The above-described properties(s) shall be used for single family residential purposes only.
2. Only one (1) primary residence may be constructed on the above described property(s) , which shall contain not less than 1,000 square feet of heated and cooled living space, excluding any garages.
3. No temporary buildings or other structures may be constructed, erected, moved upon or otherwise placed on the above property(s) which are commonly known as manufactured homes, mobile homes, tiny homes or modular homes. Any building or structure placed on the above-desribed property(s) shall be constructed of high quality new materials. (no recycled or repurposed materials). All setback rules must be followed for all/any structures placed upon property(s). Front setback 50Ft from 33ft off road center, Rear setback 50ft from rear property line, Side setbacks are 25ft. Refer to Cottonwood Creek plat drawing
4. Buildings with living quarters within are permitted as long as covenant number two(2) is satisfied.
5. Residence must have a minimum two car attached garage adequate for two full-size personal vehicles. All garage approaches to residence must have adequate concrete hard surface for parking personal vehicle(s). Two car garage door must have parking for two cars width and depth. Third garage entry door must also have adequate paved hard surface approach large enough to accommodate one personal vehicle.
6. Auxiliary buildings are permitted. Exterior finish must match or color compliment primary residence. No auxiliary buildings shall exceed 3600 sqft on one level, with a maximum height of 24 feet. All setback rules to property lines, front, sides and rear apply to all/any auxiliary structures.
7. All/any structures must be completed in a timely manor and must be erected to applicable building codes and be permitted and inspected as prescribed by any/all jurisdictions applicable.
8. Creek area. No creek crossings shall be permitted without the design of a qualified engineer. Construction runoff containment. Use of proper runoff containment methods must be used during construction of any structures(s) to prevent pollution of bodies of water and/or other Environmental impacts. Containment must stay in place and be maintained until all soils are stabilized post construction

Cottonwood Creek Covenants  
Madison County Iowa

Page 2  
May 31, 2025  
Rev. 8-1-25

9. No private or public nuisances of any kind may be created or maintained upon the above-described property(s). Specifically prohibited is the storage of impaired or disabled vehicles and/or appliances, nor shall there be any accumulation of scrap metal, junk or trash.  
No semi trailers or commercial box vans shall remain on property unless within structure such as auxiliary structure, And shall not visible from any exterior view.
10. Pets. Pets must be contained within the lot to which it resides. Fences must be used to contain dogs, invisible wire fences are accepted. No nuisance or excessive noises(barking) shall be permitted.
11. Other animals/livestock. This provision shall not prevent small farms on which vegetation and/or farm animals such as chickens, cows, horses and goats are raised for personal use or enjoyment of the property owner. Swine are specifically prohibited with the exception of youth programs such as 4H or National FFA Organizations and must not become a public nuisance. The number of grazing animals must not exceed the forage produced on the property, bare soil due to overgrazing not permitted.
12. Trapping and/or hunting is prohibited within all areas of the Cottonwood Creek development.
13. Mailboxes shall be the responsibility of each lot owner, and shall be placed on East side of Hogback Bridge Road, one per Lot.
14. No damming of water on creek(s) is permitted

## AGREEMENT FOR IMPROVEMENTS

The parties to this Agreement for Improvements are Benjamin Mathew Kelly, a/k/a Benjamin M. Kelly, a/k/a Benjamin M. Kelly, Jr. and Denise Kelly, husband and wife (collectively, the "Owners") and MADISON COUNTY, IOWA (the "County").

WHEREAS, the Owners are required to construct certain improvements within the real estate (collectively, the "Improvements") (a breakdown of the estimated cost of completion of the Improvements is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth).

NOW, THEREFORE, in consideration of the premises, it is hereby agreed that the Owners shall execute and deliver to the County a Control Agreement with respect to the completion of the Improvements up to an amount of \$59,470.00 conditioned upon the completion of the Improvements as required by the County for said subdivision on or before the 20<sup>th</sup> day of June, 2026.

IT IS FURTHER AGREED that the County reserves the right to construct said Improvements in the event Owners fail to do so as herein agreed, and to cover the costs thereof with the funds pursuant to the Control Agreement.

IT IS FURTHER AGREED that upon satisfactory completion of said Improvements, including the paying of reasonable engineering and inspection fees therefore, the Control Agreement shall be released.

Dated this 22<sup>nd</sup> day of September, 2025.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE OF AGREEMENT FOR IMPROVEMENTS

Ben M Kelly

Benjamin M. Kelly, Owner

Denise Kelly

Denise Kelly, Owner

STATE OF IOWA, COUNTY OF MADISON, SS:

This record was acknowledged before me on this 22<sup>nd</sup> day of September, 2025, by Benjamin M. Kelly and Denise Kelly, husband and wife.



Nikki Keller  
Notary Public in and for the State of Iowa

MADISON COUNTY, IOWA

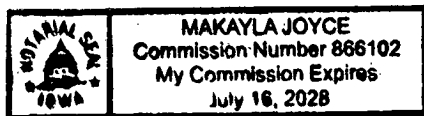
By Heather Stancil

Heather Stancil, Supervisor

Attest by: Michele Brant  
Michele Brant, Madison County Auditor

STATE OF IOWA, MADISON COUNTY, SS:

On this 23 day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Heather Stancil, Supervisor, and Michele Brant, Madison County Auditor, to me know to be the identical persons named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.



Makayla Joyce  
Notary Public in and for the State of Iowa



September 18, 2025

Mike Hackett, P.E., P.L.S.  
Madison County Engineer  
1105 East Court Ave  
Winterset, Iowa 50273

Re: Cottonwood Creek Bond Estimate

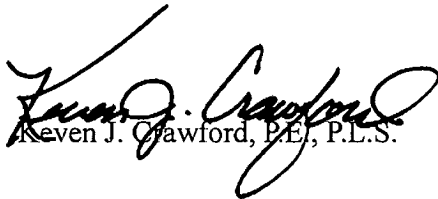
Dear Mike:

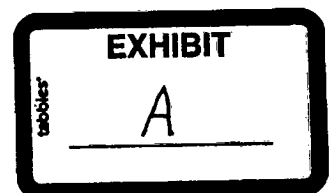
Below is the revised estimated construction cost for the driveway entrances, fence and culverts between Lots 1 & 2 and Lots 3 & 4:

Drive Entrances	3 ea	@	\$ 3,500	= \$ 10,500
Culvert	2 ea	@	\$ 20,000	= \$ 40,000
Fence	2,760 LF	@	\$ 3.25/LF	= <u>\$ 8,970</u>
				\$ 59,470

Please feel free to contact me if you have any questions.

Respectfully,

  
Kevin J. Crawford, P.E., P.L.S.



## CONTROL AGREEMENT

THIS CONTROL AGREEMENT ("Control Agreement") is made and entered into as of the 22<sup>nd</sup> day of September, 2025, by and among Benjamin Mathew Kelly, a/k/a Benjamin M. Kelly, a/k/a Benjamin M. Kelly, Jr. and Denise Kelly, husband and wife (collectively, the "Owners"), Raccoon Valley Bank (the "Lender"), and Madison County, Iowa (the "County").

### RECITALS:

WHEREAS, this Control Agreement is being executed to secure the completion of the Improvements (as that term is defined herein) related to the development and subdivision of certain real property in Madison County, Iowa, legally described as:

A tract of land located in the West Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of Section Twenty-three (23), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows, to wit: Beginning at the Northeast corner of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23); thence N88°54'13"W along the North line of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), a distance of 617.29 feet; thence S00°28'56"W, a distance of 2,198.58 feet; thence S89°43'44"E, a distance of 593.92 feet to the East line of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23); thence N00°16'17"E along the said East line a distance of 888.81 feet to the Northeast corner of the Southwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), thence N01°39'15"E along the East line of the Northwest Quarter ( $\frac{1}{4}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of said Section Twenty-three (23), a distance of 1,301.24 feet to the Point of Beginning, containing 30.18 acres, which includes 1.66 acres of County Road Right of Way Easement.

(the "Property"), to be known as Cottonwood Creek, Madison County, Iowa (the "Subdivision");

WHEREAS, as part of the development of the Property, and as required by Chapter 51 of the Code of Ordinances of Madison County, Iowa (the "Code"), the Owners are required to construct and install certain infrastructure and/or other improvements (collectively, the "Improvements") related to the Subdivision prior to the date the Board of Supervisors of the County (the "Board") approves the final plat of the subdivision (collectively, with any and all other documents required to be submitted with the final plat in accordance with Chapter 354 of the Code of Iowa and the Code, the "Final Plat");

WHEREAS, in lieu of accepting the Improvements as complete at the time of the approval of the Final Plat, Section 51.04 (B) (1) of the Code allows the Board to waive the completeness requirement and accept other security to guarantee the completion of the Improvements within



one (1) year from and after the date of the acceptance of the Final Plat (the "Construction Term"); and

WHEREAS, the Owners desire to secure the completion of the Improvements by putting funds in an escrow account with Lender.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. IMPROVEMENTS. An identification of the Improvements is set forth on the attached Exhibit A which is incorporated herein by this reference. The Owners hereby understand and acknowledge the estimated costs to install and construct the Improvements is \$59,470.00 (the "Secured Amount") and shall deposit funds in an amount no less than the Secured Amount (the "Funds") with Lender into an account created and established by the Owners for the sole purpose of securing the completion of the Improvements (the "Account") prior to the approval of the Final Plat.
2. LENDER'S CONTROL. The Owners shall have no right to draw on the Account or any part of the Funds in any manner without the prior written consent of the County, nor shall the amount of available funds deposited in the Account be decreased or limited to be less than the Secured Amount in any manner, except for approved draws as set forth in this Control Agreement. County shall be entitled, at any time, to give Lender written instructions for disbursements to be made from the Account or other utilization of any part of the Funds, without the Owners' further consent. Lender agrees to comply with any such written instructions from the County without any further consent from the Owners. Lender shall be fully entitled to rely upon any such written instructions from the County.
3. EXCULPATION. The Owners confirm that Lender should follow the written instructions from the County as to the Account and access to the Funds. The Owners further confirm that Lender shall have no liability to the Owners for following such written instructions from the County. County shall have no duty to inquire or determine whether the Owners' obligations to Lender are in default or whether the Lender is entitled, under any separate agreement, to give any such instructions. The Owners agree to indemnify and hold Lender harmless against any loss, cost, or expense that Lender may sustain or incur in acting upon written instructions from the County that Lender believes in good faith to be instructions from the County. The Owners further represent, warranty, and agree that, at no time during the Construction Term will the amount of funds available in the Account be less than the Secured Amount.

4. LENDER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS. Lender represents and warrants to the County that Lender has not entered into any agreement with any other person by which Lender is obligated to comply with instructions from such other person as to the availability of funds from the Account, and Lender covenants not to enter into any such agreement.
5. COUNTY'S ACCEPTANCE OF ASSIGNMENT. County hereby acknowledges acceptance and approval of the rights assigned with respect to the Account and/or Funds as set forth in this Control Agreement as adequate security related to the completion of the Improvements in accordance with the Code, and that, the County will not draw on the Funds with respect to the Account unless and until the Improvements are not timely and adequately constructed by the Owners.
6. ACCEPTANCE OF IMPROVEMENTS. The parties hereby understand, acknowledge and agree that, in the event the County accepts all or part of the Improvements as complete prior to the expiration of the Construction Term, the amount of Funds available in the Account may be reduced by an amount equal to the estimated costs related to the completion of the Improvements or part thereof, as applicable.
7. APPLICABLE LAW. This Control Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, which shall be the Lender's jurisdiction for purposes of the Uniform Commercial Code.

IN WITNESS WHEREOF, the parties have duly executed this Control Agreement as of the date first above written.

Bo M Kelly  
Benjamin M. Kelly, Owner

Denise Kelly  
Denise Kelly, Owner

STATE OF IOWA, COUNTY OF MADISON, SS:

This record was acknowledged before me on this 22<sup>nd</sup> day of September, 2025, by Benjamin M. Kelly and Denise Kelly, husband and wife.



Nikki Keller  
Notary Public in and for the State of Iowa

(ADDITIONAL SIGNATURE PAGE FOLLOWS)

ADDITIONAL SIGNATURE PAGE OF CONTROL AGREEMENT

MADISON COUNTY, IOWA

By

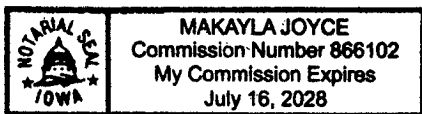
Heather Stancil  
Heather Stancil, Supervisor

Attest by:

Michele Brant  
Michele Brant, Madison County Auditor

STATE OF IOWA, MADISON COUNTY, SS:

On this 23 day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Heather Stancil, Supervisor, and Michele Brant, Madison County Auditor, to me know to be the identical persons named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.



Makayla Joyce  
Notary Public in and for the State of Iowa

RACCOON VALLEY BANK

By

Jesse R. Woerdehoff  
Vice President, Jesse R. Woerdehoff  
Name Title

STATE OF IOWA, COUNTY OF Dallas, SS:

This record was acknowledged before me on this 22<sup>nd</sup> day of September, 2025, by Jesse Woerdehoff, as the Vice President of Raccoon Valley Bank.



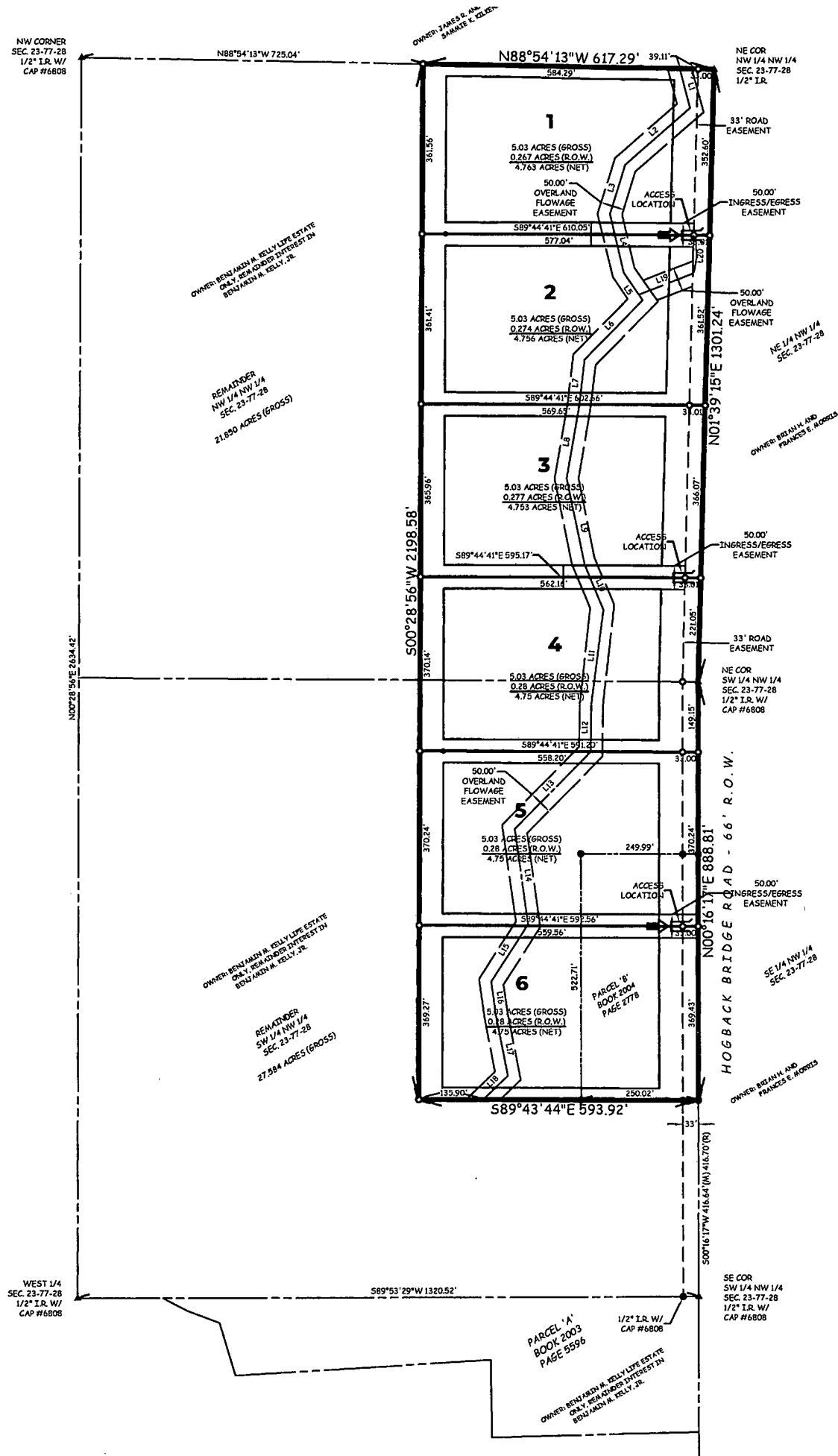
Nikki Keller  
Notary Public in and for the State of Iowa

INDEX LEGEND

COUNTY: MADISON  
LOCATION: WEST HALF OF NW 1/4 - SEC. 23-77N-28W  
REQUESTOR: SCOTT KILLIAN  
PROPRIETOR: BENJAMIN M. KELLY  
SURVEYOR: CHAD R. ASBERRY, P.L.S.

PREPARED BY &  
RETURN TO: CHAD R. ASBERRY, P.L.S.  
COOPER CRAWFORD & ASSOCIATES  
475 S. 50TH STREET, SUITE 800  
WEST DES MOINES, IA 50265  
TEL. 515-224-1344

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	87.21'	S14°37'03"E
L2	183.18'	S49°04'33"W
L3	110.34'	S17°35'15"W
L4	127.40'	S13°18'34"E
L5	71.30'	S34°43'03"E
L6	177.40'	S44°44'14"W
L7	101.85'	S07°03'06"W
L8	154.05'	S10°02'15"W
L9	185.88'	S11°47'38"E
L10	104.30'	S22°32'09"E
L11	198.96'	S07°40'45"W
L12	103.87'	S01°18'11"W
L13	231.23'	S44°49'02"W
L14	204.35'	S07°43'52"E
L15	144.92'	S32°50'56"W
L16	72.54'	S07°44'20"E
L17	129.90'	S10°40'23"E
L18	72.91'	S45°57'47"W
L19	123.06'	S68°29'12"W
L20	81.63'	S01°39'15"W



# COTTONWOOD CREEK FINAL PLAT

WEST HALF OF THE NW 1/4 SEC. 23-77-28  
MADISON COUNTY, IOWA

## OWNER/DEVELOPER

BENJAMIN M. KELLY  
1684 MUELLER COURT  
WINTERSSET, IOWA 50273

## SITE ADDRESS

NO CURRENT MAILING ADDRESS  
MADISON COUNTY, IOWA

## CURRENT ZONING

A - AGRICULTURAL

## AREA SUMMARY

30.18 ACRES (GROSS)  
1.66 ACRES (R.O.W. EASEMENT)  
28.52 ACRES (NET)

## PROPERTY DESCRIPTION

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE N88°54'13"W ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 617.29 FEET; THENCE S00°28'56"W, A DISTANCE OF 2198.58 FEET; THENCE S89°43'44"E, A DISTANCE OF 593.92 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE N00°16'17"E ALONG THE SAID EAST LINE A DISTANCE OF 888.81 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE N01°39'15"E ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 1301.24 FEET TO THE POINT OF BEGINNING, CONTAINING 30.18 ACRES, WHICH INCLUDES 1.66 ACRES OF COUNTY ROAD RIGHT OF WAY EASEMENT.

## SURVEY NOTES

- PARCEL 'B' THAT IS LOCATED WITHIN LOT 5 AND LOT 6 OF THIS PLAT IS RECORDED IN BOOK 2004 PAGE 2778. THIS PARCEL HAS NEVER BEEN TRANSFERRED FROM THE CURRENT OWNER AND WILL BE INCLUDED WITH THIS SUBDIVISION.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH.
- THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS, APPARENT OR OF RECORD.
- THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 10,000 FEET AND EACH LOT WITHIN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 5,000 FEET.
- THE ENTIRE PROPERTY LIES OUTSIDE OF THE LIMITS OF THE FEMA FLOOD PLAIN.
- BUILDING SETBACKS:
  - FRONT YARD: 50 FEET
  - REAR YARD: 50 FEET
  - SIDE YARD: 25 FEET
- PROPOSED WATER TO BE RURAL WATER.
- PROPOSED SEWER TO BE INDIVIDUAL SEPTIC SYSTEM.
- DRIVEWAY ENTRANCES SHALL BE CONSTRUCTED AT A MINIMUM OF 24 FEET WIDE AT THE LOCATIONS DEPICTED ON THIS SURVEY. LOCATIONS ARE MEASURED TO THE CENTERLINE OF THE ENTRANCE FROM THE NEAREST NORTH OR SOUTH LOT LINE.
- ALL MONUMENTS TO BE PLACED WITHIN ONE YEAR OF THE RECORDING DATE OF THIS PLAT.
- ANY CULVERT FOR CREEK CROSSING MUST BE DESIGNED BY A PROFESSIONAL ENGINEER AND APPROVED BY THE MADISON COUNTY ENGINEER.



Document 2025 2646

Book 2025 Page 2646 Type 06 044 Pages 36  
Date 10/01/2025 Time 11:28:01AM  
Rec Amt \$192.00 Aud Amt \$5.00

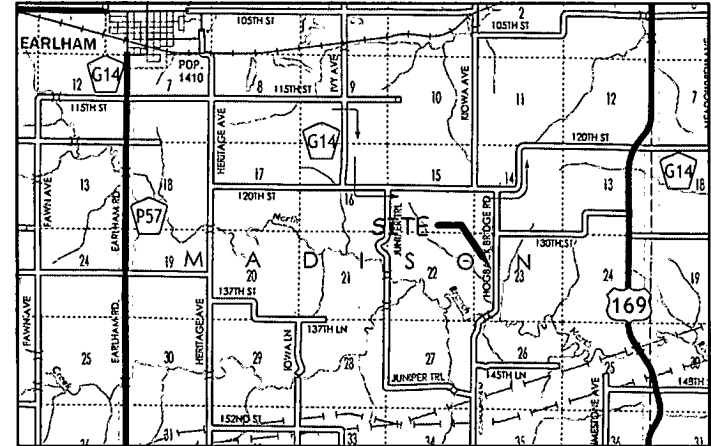
INDX  
ANNO  
SCAN

BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

## VICINITY MAP

NOT TO SCALE



## LEGEND

- PLAT BOUNDARY
- SECTION CORNER
- FOUND CORNER, AS NOTED
- SET CORNER 5/8" I.R. W/ PINK CAP #24805
- I.R. IRON ROD
- G.P. GAS PIPE
- D. DEEDED DISTANCE
- M. MEASURED DISTANCE
- R. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- 3333 ADDRESS
- B.S.L. BUILDING SETBACK LINE
- M.O.E. MINIMUM OPENING ELEVATION
- M.P.E. MINIMUM PROTECTION ELEVATION
- N.R. NOT RADIAL

## CERTIFICATION

CHAD R. ASBERRY  
24805  
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

*Chad R. Asberry* 9/23/25

CHAD R. ASBERRY, P.L.S. IOWA LICENSE NO. 24805  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025  
PAGES OR SHEETS COVERED BY THIS SEAL:  
SHEETS 1 OF 1

**COOPER CRAWFORD & Associates**  
Civil Engineers & Land Surveyors  
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265  
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 5-30-2025  
REVISIONS:

SCALE: 1"=150'

AS-BUILT: ---

JOB NUMBER  
**CC 2919**

SHEET  
1 OF 1

COTTONWOOD CREEK  
FINAL PLAT

