Book 2025 Page 991 Type 06 044 Pages 33 Date 4/29/2025 Time 7:59:13AM Rec Amt \$167.00 Aud Amt \$5.00 IND

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BRANDY MACUMBER, COUNTY RECORDER MADISON COUNTY IOWA

Type of Document

The Quilted Village Plat 1 Subdivision

PREPARER INFORMATION:

Zoning Office for The Quilted Village Plat 1, Daniel & Angela Doyle, (515) 710-3996 Contact: Brian D. Torresi, attorney for The Quilted Village Plat 1, (515) 288-2500

TAXPAYER INFORMATION:

Daniel & Angela Doyle 3351 N. Callison Cumming, IA 50061

RETURN DOCUMENT TO:

Daniel & Angela Doyle 3351 N. Callison Cumming, IA 50061

Or

Brian D. Torresi 120 S. 16th St. Ames, IA 50010

GRANTOR:

GRANTEE:

PLAT AND CERTIFICATE FOR

THE QUILTED VILLAGE, PLAT 1, MADISON COUNTY, IOWA

(this "Certificate")

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 The Quilted Village, Plat 1, Madison County, Iowa (the "Plat"), and, that the real estate comprising said Plat is legally described as follows:

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., **EXCEPT** Parcel "C" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6062 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "D" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6078 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "E" located therein, containing 7.672 acres, as shown in Plat of Survey filed in Book 2002, Page 6079 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa

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 The Quilted Village, Plat 1, Madison County, Iowa;
- 2. Attorney's Opinion;
- 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. Mortgagee's Consent to Platting and Partial Release of Mortgage;
- 11. Resolution of the City of Cumming;

- 12. Resolution of the Madison County Board of Supervisors;
- 13. Agreement for Improvements; and
- 14. Control Agreement.

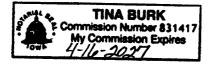
All of the aforesaid documents are duly certified in accordance with the application provisions of the Maidson County Subdivision Regulations.

Dated this 24 day of April, 2025.

RYAN HOBART, Zoning Administrator

STATE OF IOWA, COUNTY OF MADISON, SS:

On this <u>24</u> day of April, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared, Ryan Hobart, 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 My commission expires 4-16-2027

DEDICATION OF PLAT OF THE QUILTED VILLAGE, PLAT 1, MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENT:

That Daniel Doyle and Angela Doyle, do hereby certify that they are the owners and proprietors of the following described real estate (the "Property"):

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., **EXCEPT** Parcel "C" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6062 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "D" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6078 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "E" located therein, containing 7.672 acres, as shown in Plat of Survey filed in Book 2002, Page 6079 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa

That the subdivision of the Property, as shown on the Final Plat of The Quilted Village, Plat 1, Madison County, Iowa, is with their free consent and in accordance with their desires as proprietors.

Dated this M day of March, 2025.

DANIEL DOYLE

ANGEDA DE YLE

STATE OF IOWA, COUNTY OF 'POIL

____, SS:

This record was acknowledged before me on this <u>10</u> day of March, 2025, by Daniel Doyle and Angela Doyle, husband and wife.

KATRIEL ANITA BROWN Notarial Seal - Iowa Commission Number 842366 My Commission Expires Sep 15, 2025

Notary Public in and for the State of Iowa

My commission expires <u>Sept 111, 2016</u>

ATTORNEY'S OPINION

I, Brian D. Torresi, hereby state that I am an Attorney at Law, duly admitted to the practice of law in the State of Iowa, and an attorney at Dentons Davis Brown with offices at 120 S. 16th Street, Ames, Story County, Iowa. I further state that I have examined the Abstracts of Title to the following-described real estate, to-wit:

The Southeast Quarter (SE½) of the Southeast Quarter (SE½) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., **EXCEPT** Parcel "C" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6062 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "D" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6078 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "E" located therein, containing 7.672 acres, as shown in Plat of Survey filed in Book 2002, Page 6079 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa

(the "Real Estate") from the root of the title thereof, down to and including the 13th day of March, 2025 at 8:00 a.m., with an Addendum dated April 1, 2025 at 10:38 a.m., having been last certified by Madison County Abstract Co., Winterset, Iowa (Iowa Title Guaranty Division Member #8231). The Real Estate has now been subdivided and is now known as **THE QUILTED VILLAGE, PLAT 1, MADISON COUNTY, IOWA**.

Based upon information within said Abstract of Title, it is my opinion that the fee simple title to the Real Estate is vested in **Daniel Doyle and Angela Doyle**, husband and wife. The Real Estate is subject to easements of record, zoning ordinances of Madison County, Iowa, and the following instruments:

1. That certain Mortgage dated March 6, 2025, given in favor of Bank Iowa, and filed in the Officer of the Recorder of Madison County, Iowa, on March 10, 2025, in Book 2025 at Page 571.

Dated this 8th day of April, 2025.

DENTONS DAVIS BROWN

Brian D. Torresi, Attorney
Iowa Title Guaranty Member No. 10046

INSTRUMENT PREPARED BY:	Brian D. Torresi, 120 S 16th St., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 120 S 16th St., Ames, IA 50010

CERTIFICATE OF THE TREASURER OF MADISON COUNTY, IOWA

I, Kylee Barber, Acting Treasurer of Madison County, Iowa, certify that the records in this office show that the real estate described in the attached plat and known as **THE QUILTED VILLAGE, PLAT 1, MADISON COUNTY, IOWA**, is free from certified taxes and certified special assessments.

Dated this \ day of March, 2025.

KYLEE BARBER TREASURER, MADISON COUNTY, IOWA

Parcel No.

031011388012000

Legally described as:

The Southeast Quarter (SE½) of the Southeast Quarter (SE½) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., **EXCEPT** Parcel "C" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6062 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "D" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6078 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "E" located therein, containing 7.672 acres, as shown in Plat of Survey filed in Book 2002, Page 6079 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa

INSTRUMENT PREPARED BY:	Brian D. Torresi, 120 S 16th St., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 120 S 16th St., Ames, IA 50010

CERTIFICATE OF THE AUDITOR OF MADISON COUNTY, IOWA

I, Teri Kaczinski, Auditor of Madison County, Iowa, pursuant to the applicable provisions of the Code of Iowa, hereby certifies that the subdivision name of **THE QUILTED**VILLAGE, PLAT 1, MADISON COUNTY, IOWA, is approved with respect to the real property owned by Daniel Doyle and Angela Doyle, husband and wife, legally described as follows:

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., **EXCEPT** Parcel "C" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6062 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "D" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6078 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "E" located therein, containing 7.672 acres, as shown in Plat of Survey filed in Book 2002, Page 6079 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa

Dated this 10 day of March, 2025.

TERI KACZINSKI

AUDITOR, MADISON COUNTY, IOWA

ENGINEER AGREEMENT FOR

THE QUILTED VILLAGE, PLAT 1, MADISON COUNTY, IOWA

(this "Agreement")

This Agreement is made and entered into by and between Daniel Doyle and Angela Doyle, husband and wife (collectively, "Owner"), as the proprietors of The Quilted Village, Plat 1, Madison County, Iowa (the "Property"), and Mike Hackett, as the Madison County 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:

The Southeast Quarter (SE½) of the Southeast Quarter (SE½) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., **EXCEPT** Parcel "C" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6062 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "D" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6078 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "E" located therein, containing 7.672 acres, as shown in Plat of Survey filed in Book 2002, Page 6079 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa

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 10 day of March, 2025.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE OF ENGINEER AGREEMENT

DANIEL DOYLE, Owner	
ANGELA DOYLE, Owner	
	_, SS:
This record was acknowledged before me and Angela Doyle, husband and wife.	on this 10 day of March, 2025, by Daniel Doyle

MADISON COUNTY, IOWA, Engineer

KATRIEL ANITA BROWN

Commission Number 842366

My Commission Expires Sep 15, 2025

Mike Hackett, Madison County Engineer

STATE OF IOWA, COUNTY OF MADISON, SS:

On this <u>12</u> day of March, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared, Mike Hackett, 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.

KASI E. HATFIELD
Commission Number 847364
My Commission Expires

Notary Public in and for the State of Towa My commission expires 4-12-2026

Notary Public in and for the State of Iowa My commission expires Sept 15, 2025

INSTRUMENT PREPARED BY:	Brian D. Torresi, 120 S 16th St., Ames, IA 500	10 (515) 288-2500
RETURN TO:	Brian D. Torresi, 120 S 16th St., Ames, IA 500	10

FENCE AFFIDAVIT

Re: The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., EXCEPT Parcel "C" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6062 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, AND EXCEPT Parcel "D" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6078 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, AND EXCEPT Parcel "E" located therein, containing 7.672 acres, as shown in Plat of Survey filed in Book 2002, Page 6079 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa

STATE OF IOWA, COUNTY OF Modison, SS:

We, Daniel Doyle and Angela Doyle, husband and wife, being first duly sworn on oath, state as follows:

- 1. We make this affidavit from our 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").
- 2. The undersigned are the owners and holders of title in and to the Property, and the Property has fencing that is complaint with the applicable ordinances of Madison County, Iowa.

Dated this 10 day of March, 2025.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE OF AFFIDAVIT

DANIEL DOYLE

ANGELA DOYLE

Subscribed and sworn before me on this 10 day of March, 2025, by Daniel Doyle and Angela Doyle, husband and wife.

KATRIEL ANITA BROWN Notarial Seal - Iowa Commission Number 842366 My Commission Expires Sep 15, 2025

Notary Public in and for the State of Iowa My commission expires Sept 15, 2005

LAND DISTURBING ACTIVITIES AFFIDAVIT

Pursuant to Iowa Code § 161A.64 of the Code of Iowa, in consideration for permission to engage in a "land disturbing activity" as defined therein and pursuant to the Soil Conservation Districts Law, Iowa Code §§ 161A.1, et seq. (the "Act"), and recognizing that the agency authorized by the Act to receive and file this Land Disturbing Activities Affidavit (this "Affidavit") will rely on the statements I make herein, we, Daniel Doyle and Angela Doyle, husband and wife, being first duly sworn under oath, do solemnly swear to affirm that:

	We plan to engage in the following land disturbing activity:
	EXCAVATING + FILLING OF LAND.
2025.	The established starting date is March 20, 2025, and the estimated completion date is September 20, 2025

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

The Southeast Quarter (SE½) of the Southeast Quarter (SE½) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., **EXCEPT** Parcel "C" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6062 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "D" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6078 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "E" located therein, containing 7.672 acres, as shown in Plat of Survey filed in Book 2002, Page 6079 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa

As owner or occupant of the above-described land, 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 Iowa Code § 161A.44.

We are aware that the soil loss limit regulations prohibit sediment from leaving the site in excess of 5 to 15 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 activity. We also assume responsibility for all land disturbing activities conducted on this property by us or other people or entities we represent. This authority covers only the land and land disturbing activity described above.

We, as the titleholders of the above-described land, have full power and authority to enter into and execute this Affidavit on our own behalf and to fully bind ourselves to comply with the representations contained herein.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE OF LAND DISTURBING ACTIVITIES AFFIDAVIT

DANIEL DOYLE

STATE OF IOWA, COUNTY OF POLL

This record was acknowledged before me on this <u>10</u> day of March, 2025, by Daniel Doyle and Angela Doyle, husband and wife.

KATRIEL ANITA BROWN Notarial Seal - Iowa Commission Number 842366 My Commission Expires Sep 15, 2025

Notary Public in and for the State of Iowa My commission expires Scot 15, 2025

INSTRUMENT PREPARED BY:	Brian D. Torresi, 120 S 16th St., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 120 S 16th St., Ames, IA 50010

CONSENT

KNOW ALL PERSONS BY THESE PRESENTS:

That **DANIEL DOYLE and ANGELA DOYLE**, husband and wife, do hereby covenant that they are the lawful owners of the following-described real estate situated in Madison County, Iowa, to-wit:

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., **EXCEPT** Parcel "C" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6062 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "D" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6078 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "E" located therein, containing 7.672 acres, as shown in Plat of Survey filed in Book 2002, Page 6079 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa

The undersigned does hereby certify, acknowledge, and declare that the platting of said real estate to be known as **THE QUILTED VILLAGE**, **PLAT 1**, **MADISON COUNTY**, **IOWA**, is with their free consent and in accordance with their desires as proprietors.

Dated this 4th day of December, 2024.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE OF CONSENT

DANIEL D	OYLE	
ANGOLAD	Deyle	

STATE OF IOWA, COUNTY OF Poll, ss:

This record was acknowledged before me on this _____ day of December, 2024, by Daniel Doyle and Angela Doyle, husband and wife.

KATRIEL ANITA BROWN
Notarial Seal - lowa
Commission Number 842366
My Commission Expires Sep 15, 2025

Notary Public in and for the State of Iowa My commission expires 04/15/2023

INSTRUMENT PREPARED BY: Brian D. Torresi, 120 S 16th St., Ames, IA 50010 (515) 288-2500

MORTGAGEE'S CONSENT TO PLATTING AND PARTIAL RELEASE OF MORTGAGE

WHEREAS, Bank Iowa (the "Mortgagee") is the present owner of that certain Mortgage dated March 6, 2025, and filed in the office of the Recorder of Madison County, Iowa, on March 10, 2025, in Book 2025 at Page 571, and therefore, Mortgagee has an interest in the real property described as follows (the "Real Property"):

The Southeast Quarter (SE½) of the Southeast Quarter (SE½) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., **EXCEPT** Parcel "C" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6062 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "D" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6078 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "E" located therein, containing 7.672 acres, as shown in Plat of Survey filed in Book 2002, Page 6079 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa

WHEREAS, the Mortgagee has been requested to consent to the platting of the Real Property to be known as **THE QUILTED VILLAGE**, **PLAT 1**, **MADISON COUNTY**, **IOWA**, and to release the lien of said Mortgage as to certain real property being dedicated to the to-be-formed homeowner's association for use as a street, and deems it advisable to do so;

NOW, THEREFORE, for good and valuable consideration:

1. <u>CONSENT</u>. The Mortgagee agrees and consents to the platting of the Real Property to be known as **THE QUILTED VILLAGE**, **PLAT 1**, **MADISON COUNTY**, **IOWA**.

2. **RELEASE.** The Mortgagee does hereby release the lien of the Mortgage as to the real property legally described as follows:

Lot A, The Quilted Village, Plat 1, Madison County, Iowa

(the "Released Property"), and this instrument constitutes a release of the lien of the Mortgage only as to the Released Property and shall in no way affect the lien of the Mortgage as to the remaining portion of the Real Property, said lien remaining in full force and effect.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed on its behalf on this 21.54 day of March, 2025.

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\rightarrow		•		vv	\mathbf{H}

By: M. W. OFFICER
NAME
TITLE

STATE OF <u>Lowa</u>, COUNTY OF <u>Da lles</u>, SS:

This record was acknowledged before me on this 21st day of March, 2025, by Kyle R. Mc Cornick, as a VP officer of Bank Iowa.

Notary Public, State of Iowa
My commission expires //-6- 2026



RESOLUTION 2024-47 City of Cumming

Resolution Approving the Final Plat of The Quilted Village Madison County, Iowa

WHEREAS, Daniel and Angela Doyle legally own the subject property in Madison County; and

WHEREAS, the full legal description of the property is attached on Exhibit "A"; and

WHEREAS, the Planning & Zoning Commission approved the Final Plat at their October 29, 2024 meeting; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cumming, Warren County, Iowa:

- 1. Said final plat, known as is hereby approved on this 12th day of November 2024.
- 2. The City of Cumming, Warren 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.

AYES:

NAYS:

CITY OF CUMMING, IOWA

Brent Highfill Mayor

Nichole Onstot City Clerk

ATTEST:

INSTRUMENT PREPARED BY:	Brian D. Torresi, 120 S 16th St., Ames, IA 50010 (515) 288-2500
RETURN TO:	Brian D. Torresi, 120 S 16th St., Ames, IA 50010

ZO – RESOLUTION NO. <u>0427.25A</u> MADISON COUNTY, IOWA RESOLUTION APPROVING FINAL PLAT OF THE QUILTED VILLAGE, PLAT 1, MADISON COUNTY, IOWA

WHEREAS, there has been submitted and filed in the Office of the Zoning Administrator of Madison County, Iowa, a registered land surveyor's plat of a proposed subdivision known as The Quilted Village, Plat 1, Madison County, Iowa (the "Plat"); and

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

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., EXCEPT Parcel "C" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6062 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, AND EXCEPT Parcel "D" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6078 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, AND EXCEPT Parcel "E" located therein, containing 7.672 acres, as shown in Plat of Survey filed in Book 2002, Page 6079 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa

(the "Property"); and

WHEREAS, there was also filed with said Plat a Dedication of Plat containing a statement to the effect that the subdivision of the Property, as shown on the Plat, is with the free consent and in accordance with the desires of the proprietors, Daniel Doyle and Angela Doyle, husband and wife (collectively, "Owner"); and

WHEREAS, said Plat was accompanied by a complete abstract of title to the Property and an opinion from an attorney at law showing title in fee simple is in the Owner, and that the Property is free from encumbrances for which consent is required pursuant to Iowa Code § 354.11 except with respect to the Mortgagee's Consent to Platting and Partial Release of Mortgage accompanying the Plat; and

WHEREAS, said Plat was further accompanied by, in addition to other documents required for said Plat pursuant to Chapter 354 of the Iowa Code, a Certificate of the Treasurer of Madison County, Iowa, providing that the Property is free from taxes; and

WHEREAS, said Plat was further accompanied by an Agreement for Improvements and related documents with respect to the required construction of the Improvements (as that term is defined therein) which identify an estimated cost of completion of FORTY-NINE THOUSAND ONE HUNDRED FORTY-TWO DOLLARS and 50/100 (\$49,142.50) (the "Secured Amount"); and

WHEREAS, said Plat was further accompanied by a Control Agreement which was given by the Owner to secure the completion of the Improvements up to the Secured Amount; and

WHEREAS, it is the opinion of the Board of Supervisors of Madison County, Iowa, that the Plat should be accepted and approved.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Madison County, Iowa, that the Plat of THE QUILTED VILLAGE, PLAT 1, MADISON COUNTY, IOWA, be and it is hereby accepted and approved, and

BE IT FURTHER RESOLVED that the Agreement for Public Improvements secured by the Control Agreement is hereby authorized with respect to the balance of the Improvements required for approval of the Plat, and

BE IT FURTHER RESOLVED that all	of the acts of the Owner are hereby confirmed and
approved by the Board of Supervisors of M	Sadison County, Iowa, on this ZZnd day of
April , 2025.	
MADISON COUNTY, IOWA	
By: HEATHER STANCIL, Chair	Aye 🗆 Nay
By: Diane Fitch, Supervisor	□ Aye ☞ Nay
By: JESSICA HOBBS, Supervisor Attested by:	X Aye □ Nay
TERI KACZINSKI, Madison County Auditor	•

AGREEMENT FOR IMPROVEMENTS

The parties to this Agreement for Improvements are DANIEL DOYLE AND ANGELA DOYLE, husband and wife (collectively, the "Owners") and MADISON COUNTY, IOWA (the "County").

WHEREAS, the Owners are in the process of platting real estate to be known as THE QUILTED VILLAGE, PLAT 1, MADISON COUNTY, IOWA; and

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 FORTY-NINE THOUSAND ONE HUNDRED FORTY-TWO DOLLARS and 50/100 (\$49,142.50) conditioned upon the completion of the Improvements as required by the County for said subdivision on or before the 10 day of 100 (\$49,142.50).

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

Dated this W day of Mayon, 2025.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE OF AGREEMENT FOR IMPROVEMENTS

DANIEL DOYLE, Owner
ANGELA DOYLE, Owner
STATE OF IOWA, COUNTY OF Polk, SS:
This record was acknowledged before me on this <u>lb</u> day of March, 2025, by Daniel Doyle and Angela Doyle, husband and wife.
KATRIEL ANITA BROWN Notarial Seal - lowa Commission Number 842366 My Commission Expires Sep 15, 2025 My commission expires My commission expires Notary Public in and for the State of Iowa My commission expires
MADISON COUNTY, IOWA
By Heather Stancil, Supervisor
Attest by: Liu Kuczinski, Madison County Auditor
STATE OF IOWA, STORY COUNTY, SS:
On this 28 day of, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Heather Stancil, Supervisor, and Teri Kaczinski, Madison County Auditor, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.
MIKAYLA GARSIDE Commission Number 863020 My Commission Expires March 3, 2028 My Commission expires March 3, 2028 My Commission expires March 3, 2028



Quilted Village Plat 1

Engineer's Cost Estimate

The cost estimate detailed below contains construction cost of the Private Drive, cul-de-sac, storm sewer, existing driveway removal, and roadway drainage ditches. This estimate does not include the full pond construction or private grading around the proposed Doyle residence. The cost estimate basis utilizes current grading contractor and prevoius utility contractor quotes. The road profile meets the Madison County Engineer's street profile requirements.

	Quanity	Unit	 Cost/unit	 Total
Mobilization Fee	1	each	\$ 3,000.00	\$ 3,000.00
Strip Topsoil 6"	3300	Cuyd	\$ 1.00	\$ 3,300.00
Grading	6400	Cuyd	\$ 2.00	\$ 12,800.00
12" subgrade prep	3000	Cuyd	\$ 2.00	\$ 6,000.00
Backfill & Respread	3300	Cuyd	\$ 1.00	\$ 3,300.00
Road Aggregate	905	ton	\$ 18.50	\$ 16,742.50
24" CMP	60	lf	\$ 50.00	\$ 3,000.00
CMP Flared End Section	2	each	\$ 500.00	\$ 1,000.00
Total Cost Estimate			 	\$ 49,142.50

CONTROL AGREEMENT

THIS CONTROL AGREEMENT (this "Control Agreement") is made and entered into as of the odd and of March, 2025, by and among Daniel Doyle and Angela Doyle, husband and wife (collectively, the "Owners"), Bank Iowa (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:

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., **EXCEPT** Parcel "C" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6062 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "D" located therein, containing 4.989 acres, as shown in Plat of Survey filed in Book 2002, Page 6078 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa, **AND EXCEPT** Parcel "E" located therein, containing 7.672 acres, as shown in Plat of Survey filed in Book 2002, Page 6079 on December 13, 2002, in the Office of the Recorder of Madison County, Iowa

(the "Property"), to be known as The Quilted Village, Plat 1, 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 securing funds from Lender for such purpose.

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. <u>IMPROVEMENTS</u>. An identification of the Improvements is set forth on the attached <u>Exhibit A</u> which is incorporated herein by this reference. The Owners hereby understand, acknowledge, and agree that the estimated costs to install and construct the Improvements is FORTY-NINE THOUSAND ONE HUNDRED FORTY-TWO DOLLARS and 50/100 (\$49,142.50) (the "<u>Secured Amount</u>") and shall deposit funds in an amount no less than the Secured Amount (the "<u>Funds</u>") with Lender into an account created and established by the Owners for the sole purpose of securing the completion of the Improvements (the "<u>Account</u>") prior to the approval of the Final Plat.
- 2. <u>LENDER'S CONTROL</u>. 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 hereby 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 be responsible for the Lender's customary charges related to the Account. 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, warrant, 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. <u>LENDER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS.</u> 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 credit and funds from the Account, and Lender covenants not to enter into any such agreement.
- 5. <u>COUNTY'S ACCEPTANCE OF ASSIGNMENT</u>. County hereby acknowledges acceptance and approval of the rights assigned with respect to the Account and/or the 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. <u>ACCEPTANCE OF IMPROVEMENTS</u>. 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. <u>APPLICABLE LAW</u>. 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.

DANKEL DOYLE, Owner

ANGELA DOYLE, Owner

STATE OF IOWA, COUNTY OF Polk

This record was acknowledged before me on this 10 day of March, 2025, by Daniel Doyle and Angela Doyle, husband and wife.

KATRIEL ANITA BROWN Notarial Seal - lowa Commission Number 842366 My Commission Expires Sep 15, 2025

MADISON COUNTY, IOWA

By: Heather Stancil! Supervisor

Attest by: Lucial Madison County Auditor

STATE OF IOWA, STORY COUNTY, SS:

On this 46 day of 100, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Heather Stancil, Supervisor, and Teri Kaczinski, Madison County Auditor, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Notary Prolic in and for the State of Iowa My commission expires Harch 3rd 2028

(ADDITIONAL SIGNATURE PAGE FOLLOWS)

ADDITIONAL SIGNATURE PAGE OF CONTROL AGREEMENT

BANK IOWA

By: Bank /owa			
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	Matt Sailer		
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Commission Humber 187417 My Commission Expires 11-6-2026	My confinission expires 71-6 2020		

EXHIBIT A IMPROVEMENTS



Quilted Village Plat 1

Engineer's Cost Estimate

The cost estimate detailed below contains construction cost of the Private Drive, cul-de-sac, storm sewer, existing driveway removal, and roadway drainage ditches. This estimate does not include the full pond construction or private grading around the proposed Doyle residence. The cost estimate basis utilizes current grading contractor and prevoius utility contractor quotes. The road profile meets the Madison County Engineer's street profile requirements.

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DRAMING INDEX SHEET # SHEET TITLE 2 COMPR 2 FINAL PLAT

SEI/4 SE 1/4, SEC. 13-77-26

mail@ceclac.com

Book 2025 Page 991 Type 06 044 Pages 33 Date 4/29/2025 Time 7:59:13AM Rec Amt \$167.00 Aud Amt \$5.00

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