

## Miscellaneous Record, No. 27, Madison County, Iowa

shall not indemnify any director or officer with respect to matters as to which he shall have finally been adjudged in said action, suit or proceedings have been derelict in the performance of his duty as such director or officer. The foregoing right of indemnification shall not be exclusive of other rights to which any director or officer may be entitled by law.

## ARTICLE XI. BY-LAWS

This corporation may have by-laws not inconsistent with these Articles which may be amended as provided therein. If such by-laws be adopted, they shall be adopted by the Board of Directors and reported to the members at the next annual meeting.

## ARTICLE XII. AMENDMENT OF ARTICLES

Article V of these Articles may not be amended. Any and all other articles may be amended pursuant to the following procedure:

The proposed amendment shall be approved by the Board of Directors and submitted to the members of the corporation at any annual or special meeting called for that purpose. It shall then be voted on by the members of the corporation then present and shall be adopted if two-thirds of the members present vote in favor of the amendment.

Any change in the provisions prohibiting participation of members, directors, trustees or individuals in the income or property of the corporation shall work a dissolution of the corporation with the consequences provided in Article XIII.

## ARTICLE XIII. DISSOLUTION

The corporation shall endure for fifty (50) years unless sooner dissolved as herein provided or by operation of law. It may be dissolved by a vote of three-fourths (3/4) of its members.

In the event of dissolution, any net surplus of funds remaining after the payment of all debts and obligations of the corporation may be disposed of in a manner consistent with the best interests of the City of Winterset, Iowa, and beneficial to said City. The distribution of such funds must be approved by a majority of the members voting in favor of dissolution. No distribution can be made which will benefit any private individual or entity.

WITNESS our signatures this 28th day of June, 1961.

Elden Kirkham  
Gerald C. Cornick  
Elza Easter  
Rival Collins  
Lyle Wilson

Loren Utterback  
Philip C. Armknecht  
Jack Hilton  
Robert Walters  
Bernal Wedemeyer

STATE OF IOWA MADISON COUNTY ) SS

On this 28th day of June A.D. 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elden Kirkham, Gerald Cornick, E. M. Easter Rival Collins, Lyle Wilson, Loren Utterback, Philip C. Armknecht, Jack Hilton, Robert Walters, Bernal Wedemeyer, to me known to be the identical persons named in and who executed the foregoing Articles of Incorporation and each for himself acknowledged the execution of the same for the purposes therein set forth as his voluntary act and deed.

(NOTARIAL SEAL)

Martha K. Paton Notary Public  
in and for said County.

OFFICE OF THE SECRETARY OF STATE

Des Moines, Iowa

This instrument recorded in Book 3-V, Page 278, July 10, 1961 Expires July 10, 2011,  
Cert. No. 18652, Receipt No. - Filed by Philip C. Armknecht, Atty, Winterset, Iowa  
Filing Fee \$5.00 Recording Fee - Melvin D. Synhorst Secretary of State

COMPARED

L. J. Piatt  
To

#3133

Filed for record the 20 day of July  
A. D. 1961 at 9:50 o'clock A. M.

The Public

Fee \$2.50 VJS

Mary E. Welty, Recorder

AFFIDAVIT

STATE OF IOWA MADISON COUNTY ) ss

I, L. J. Piatt, being first duly sworn on oath depose and say, that I have for more than twenty (20) years last past been acquainted with the chain of title to the following

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described real estate, to-wit:

Commencing 57 feet West of the Southeast corner of Lot Five (5) in Block Three (3) of the Original Town of Earlham, Madison County, Iowa, running thence North 70 feet, thence West 38 feet, thence South 70 feet, thence East 38 feet to the point of beginning, being a part of Lots Four (4) and Five (5) of said Block.

That I have also been acquainted with the Consolidated School District of Earlham, Iowa, and the Earlham Community School District in Madison and Dallas Counties, state of Iowa; that I know of my own knowledge that the above described real estate was originally acquired for schoolhouse purposes by the Consolidated School District of Earlham, Iowa, on July 30, 1951; that subsequent thereto the Consolidated School District of Earlham, Iowa, reorganized with surrounding territory and became known as the Earlham Community School District in Madison and Dallas Counties, state of Iowa, by virtue of a reorganization election under the provisions of Chapter 275 of the Code of Iowa, which election carried by a favorable vote on February 23, 1955; that under the provisions of Chapter 275 of the Code of Iowa said reorganized district became effective July 1, 1955.

That this Affidavit is made for the sole purpose of identifying the present owner of said real estate as the successor of the Consolidated School District of Earlham, Iowa. I further state that all of the territory previously included in the school district known as the Consolidated School District of Earlham, Iowa, is now located within the territorial limits of the present Earlham Community School District of Madison and Dallas Counties, state of Iowa.

L. J. Piatt  
L. J. Piatt

Subscribed and sworn to before me by L. J. Piatt this 17th day of July, 1961.



W. G. Jackson Notary Public  
in and for Madison County, Iowa

Earlham Community School District  
To

#3134

Filed for record the 20 day of July  
A. D. 1961 at 9:55 o'clock A. M.

Fee \$1.50 *VJS*

Harris Construction Company

Mary E. Welty, Recorder

CERTIFIED COPY OF RESOLUTION OF EARLHAM COMMUNITY SCHOOL  
DISTRICT IN MADISON AND DALLAS COUNTIES, STATE OF IOWA

At a regularly called meeting of the Board of Directors of the Earlham Community School District in Madison and Dallas Counties, state of Iowa, held on the 13 day of January, 1959, a motion was made by William C. Price and seconded by L. J. Piatt to sell the following real estate situated in Earlham, Madison County, state of Iowa:

Commencing 57 feet West of the Southeast corner of Lot Five (5) in Block Three (3) of the Original Town of Earlham, Madison County, Iowa, running thence North 70 feet, thence West 38 feet, thence South 70 feet, thence East 38 feet to the point of beginning, being a part of Lots Four (4) and Five (5) of said Block,

to the Harris Construction Company for the total purchase price of Three Thousand Five Hundred Dollars (\$3,500). The terms and conditions as follows: Down payment \$1,000; Balance of purchase price of \$2,500 as follows: \$1,000 on December 15, 1959, and \$1,500 on December 15, 1960, with interest at 5% per annum. Sellers shall pay all regular taxes assessed against this property, payable in the year 1959, and all unpaid taxes thereon assessed for prior years. The president and secretary of the board are authorized and directed to execute the necessary conveyance to carry out the terms of the contract. All other conditions according to the attached contract. Motion carried.

Board members present and voting unanimously for said Resolution:

Beryl Kenworthy, President  
L. J. Piatt  
William C. Price  
Stanley Nelson  
James P. Welch

/s/ Helen Jo Welch  
Helen Jo Welch, Secretary