



Statewide Abstract and Title

THE TITLE RESOURCE NETWORK

3600 Army Post Road, Ste 300
Des Moines, IA 50321
(515)244-6119 Fax: (515)244-9337

REPORT OF LIENS (CURRENT OWNER WITH EASEMENTS)

Order No.: IA-2553277-T
Your File No.: NHSN-030-5(248)--2R-85 #7

To: Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010-6993

Description:

Parcel "G" of the West 100.00 acres of that part of the Southwest Quarter (SW1/4) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., in the City of Nevada, Story County, Iowa, lying North of U.S. Highway #30 as shown in Plat of Survey recorded on November 21, 2008, in the office of the Story County, Iowa, Recorder on Slide 342, Page 4 and recorded as Instrument Number 08-12399.

Property Address:

tbd, IA

Last Grantee, Devisee, Heir-at-Law in the chain of title:

1. Warranty Deed: Louis F. Reichardt, Trustee, of the Isabel McLain Reichardt Living Trust, an inter vivos trust to City of Nevada, Iowa. Filed May 12, 2009 at 02:37:18 PM, Instrument Number 2009-00005233.

Instruments and proceedings affecting title:

1. No open mortgage.
2. Affidavit Certifying Approval of Application for Condemnation subscribed and sworn on April 24, 1986 by Paul E. Horvarth, filed April 25, 1986 in Book 227 and Page 149.
3. Affidavit Confirming Error on Plat of Survey subscribed and sworn on August 9, 2013 by Joel R. Romey, filed August 13, 2013 in Instrument Number 2013-00009890.
4. Right of Way Agreement executed by and between Isabel McLain, a single woman and Great Lakes Pipe Line Company dated September 22, 1930 filed for record on December 1, 1930 Book 45 and Page 457
5. Receipt for Additional Pipe Line and Amendment of Right of Way executed by and between Isabel McLain Reichardt and Great Lakes Pipe Line Company dated November 21, 1949 filed for record on December 12, 1949 Book 68 and Page 367
6. Easement for Public Highway executed by and between Isabel McLain Reichardt Living Trust and Story County, Iowa dated April 26, 1989 filed for record on May 10, 1989 Book 279 and Page 231
7. Encroachment Agreement executed by and between Williams Pipe Line Company, LLC, a Delaware limited liability company, formerly known as Williams Brothers Pipe Line Company and PR Investments, LLC, a Minnesota Limited Liability Company dated June 23, 2003 filed for record on June 26, 2003 Instrument Number 03-12913
8. Resolution No. 27 (2008/2009) executed by City of Nevada, Iowa dated October 13, 2008 filed for record on October 23, 2008 Instrument Number 2008-00011493
9. Declaration of Access Easement executed by Louis F. Reichardt, Trustee of the Isabel McLain Reichardt Living Trust, an inter vivos trust dated May 9, 2009 filed for record on May 12, 2009 Instrument Number 2009-00005231
10. No open judgments found.
11. PLAT and DEDICATION: Plat of Survey of Parcel G - Part of the Southwest Quarter of Section 12-83-23, filed November 21, 2008, Plat Records Slide 342 and Page 4
12. PLAT and DEDICATION: Plat of Airport Road Plat 6, filed Plat Records Slide 457 and Page 2
13. PLAT and DEDICATION: Plat of Airport Road Plat 6, filed June 25, 2013, Plat Records Instrument Number 2013-00007413

14. PLAT and DEDICATION: Plat of Survey of Parcel "A" located entirely within Lot 2 of Airport Road Plat 6 in the SW1/4 of the SW1/4 of Section 12-83-23, filed April 1, 2024, Plat Records Instrument Number 2024-01931
15. Real Estate Taxes: 2022/2023 and all prior years paid.
Real Estate Taxes for the fiscal year 2023/2024: \$610.00
1st Installment: \$305.00, Paid.
2nd Installment: \$305.00, Paid.
PARCEL NO. 1012300315
2024 ASSESSED VALUE: \$38,200.00
NOTE: We do not certify to any Special Assessments until they have been certified at the County Treasurer's Office.

Personal lien search for the following names only:

City of Nevada

MECHANICS' NOTICE AND LIEN REGISTRY

We have made a search, as of the date of this Certificate, of the Mechanics' Notice and Lien Registry maintained by the Iowa Secretary of State for Story County, Iowa, for Commencement of Work Notices, PreLien Notices, and Mechanic Lien(s) only, indexed against property described herein and find: **None**

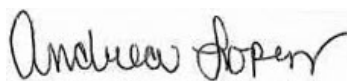
No examination is made and no opinion has been formed as to the legal effect of any instrument or proceeding inspected. We assume no liability for the errors or omissions on the part of the Mechanics' Notice and Lien Registry.

The use of this Report of Liens (Current Owner) is restricted to the party to whom it is addressed. This is not a Title Opinion nor a complete chain of title. This is only a summary of requested information from the current deed forward is shown and there is no guarantee that the title is marketable, nor that the unsatisfied encumbrances or liens, as shown, are valid. The liability assumed hereunder shall not exceed the amount paid for this report.

Dated as of March 17, 2025 at 05:00 PM

Statewide Abstract & Title

By:



Andrea Lopez

The intended use of this product is not to be used in conjunction with Iowa Title Guaranty Certificates.

[Handwritten signature]
M
58

Instrument: 2009- 00005233
Date: May 12, 2009 02:37:18P
Rec Fee: 10.00 E-Com Fee: 1.00
Aud Fee: 5.00 Trans Tax: 2687.20
Rec Management Fee: 1.00
Non-Standard Page Fee: .00
Filed for record in Story County, Iowa
Susan L. Vande Kamp, County Recorder

WARRANTY DEED

Preparer Information: John F. Fatino
Whitfield & Eddy, P.L.C.
317 Sixth Avenue, Suite 1200
Des Moines, IA 50309- 4195
(515) 288-6041

Taxpayer Information: **City of Nevada**
c/o City Administrator
Nevada City Hall
1209 6th Street
Nevada, IA 50201

Return Address: **City of Nevada**
c/o City Administrator
Nevada City Hall
1209 6th Street
Nevada, IA 50201

Grantor: Isabel McLain Reichardt Living Trust, Louis F. Reichardt, Trustee

Grantee: City of Nevada, Iowa

Legal Description: Parcel "G" of the West 100.00 acres of that part of the Southwest Quarter (SW¹/₄) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., in the city of Nevada, Story County, Iowa, lying North of U.S. Highway #30 as shown in Plat of Survey recorded on November 21, 2008, in the office of the Story County, Iowa, Recorder on Slide 342, Page 4 and recorded as Instrument Number 08-12399.

Parcel IDs: Previously: 10-12-300-100, 10-12-300-200, 10-12-300-300, 10-12-300-400; (n/k/a 10-12-300-105)

WARRANTY DEED

(Inter vivos Trust)

For the consideration of One Iowa Dollar(s), and other valuable consideration, Louis F. Reichardt, Trustee, of the Isabel McLain Reichardt Living Trust, an *inter vivos* trust (Grantor), does hereby convey to the City of Nevada, Iowa (Grantee), the following described real estate in Story County, Iowa:

Parcel "G" of the West 100.00 acres of that part of the Southwest Quarter (SW1/4) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., in the city of Nevada, Story County, Iowa, lying North of U.S. Highway #30 as shown in Plat of Survey recorded on November 21, 2008, in the office of the Story County, Iowa, Recorder on Slide 342, Page 4 and recorded as Instrument Number 08-12399,

Subject to all easements, right of ways, and encroachment agreements of record.

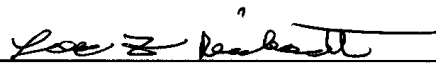
The Grantor hereby covenants with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

The Grantor further warrants to the Grantee all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the Grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the Grantees is effective and rightful; and that the Trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

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

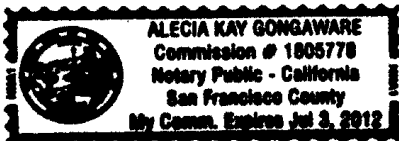
Dated: May 6, 2009


Louis F. Reichardt, Trustee, of the Isabel McLain Reichardt Living Trust (Grantor)

By 
Louis F. Reichardt, Trustee

STATE OF CALIFORNIA, SAN FRANCISCO COUNTY, ss.

On this instrument was acknowledged before me on the 6th day of May, 2009, by Louis F. Reichardt, Trustee, of the Isabel McLain Reichardt Living Trust.




Notary Public - State of California
Print Name: Alecia Kay Gongaware
Commission Expires: 7/3/2012

✓
M
F
24

IN THE IOWA DISTRICT COURT FOR STORY COUNTY

INST # 07431
FEE \$ 30.00

In Re The Application of)
)
WILLIAMS PIPE LINE COMPANY) AFFIDAVIT CERTIFYING APPROVAL
To Install Telecommunication) OF APPLICATION FOR CONDEMNATION
System Inside Its Existing)
Pipeline Easement)

STATE OF IOWA)
) SS.
COUNTY OF POLK)

I, Paul E. Horvath, after first being duly sworn, depose
and state:

1. I am the attorney representing Williams Pipe Line
Company, the applicant for condemnation in the attached
application for condemnation of lands described therein,
located in Story County, Iowa.

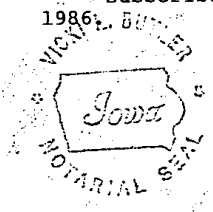
2. Pursuant to Section 472.3(7), Code of Iowa, I hereby
certify that the attached application for condemnation has been
approved by the Chief Judge of the 2nd Judicial District, said
district includes Story County.

Signed this 24 day of April, 1986.

INST. NO. 07431
STORY COUNTY, IOWA
FILED FOR RECORD
10:17 AM APR 25 1986
SUSAN L. POTTER, Recorder
By Deputy

Paul E. Horvath
Paul E. Horvath
Davis, Grace, Harvey, Horvath,
Gonnerman & Rouwenhorst
212 Equitable Building
Des Moines, Iowa 50309
Ph: (515) 243-1207

Subscribed and sworn to before me this 24th day of April,
1986.



Vicki L. Butler
Notary Public

IN THE IOWA DISTRICT COURT FOR STORY COUNTY

In Re The Application Of)	
)	
WILLIAMS PIPE LINE COMPANY)	APPLICATION FOR CONDEMNATION
To Install Telecommunication)	OF A TRACT OF LAND
System Inside Its Existing)	IN STORY COUNTY
Pipeline Within Its Easement)	

TO: Judge Newt Draheim, Chief Judge
Second Judicial District of Iowa, including
Story County.

COMES NOW Williams Pipe Line Company and in support of its
Application for Condemnation states:

1. Williams Pipe Line Company is in the business of long-distance telecommunications pursuant to Chapter 477, Code of Iowa, and as such is vested with the power of condemnation under § 477.4 thereof.
2. Williams currently has five pipelines crossing the affected land, pursuant to certain easements of record, which provide for the transportation of oil or oil products, gas and water. Williams intends to install a telecommunications system inside one of its existing 6-inch pipelines which cross the lands which are the subject of this action. Said telecommunications system will be used to provide long distance telecommunications to a substantial portion of the public.
3. The person through whose lands Williams' telecommunications system is intended to cross demand excessive monetary awards and/or challenge the right of Williams to install a telecommunications system thereon, and therefore, Williams respectfully requests that the amount which will justly compensate the land owners be determined in the manner provided for the taking of private property for works of internal improvement.
4. Williams seeks to condemn the following described properties in Story County, Fourth Congressional District, Iowa:

A. Record owner: Isabel McLain Reichardt,
Trustee of Isabel McLain
Reichardt Living Trust
4210 Oakwood Avenue,
LaCanada, California 91011
Tract 2702
[No liens or encumbrances]

A permanent easement 33 feet wide centered on an existing pipeline, which is located on the Southwest Quarter of Section 12 and the Northwest Quarter of Northwest Quarter of Section 13, all in Township 83 North, Range 23 West, Story County, Iowa, which pipeline whose survey line is described as follows:

Commencing at S.W. corner N.W.¼ N.W.¼ Section 13;

Thence East 46.0 feet along the section line to a point of intersection with the centerline of an existing pipeline; thence North 25.0 feet along the centerline of said pipeline to a point of intersection with the south property line, said point being the beginning of the centerline here in described;

Thence North 00° 09' West 67.0 feet along the centerline of said pipeline to a point;

Thence North 07° 11' West 49.0 feet along the centerline of said pipeline to a point;
Thence North 00° 09' West 3124.0 feet along the centerline of said pipeline to a point;

Thence North 00° 08' East 717.0 feet along the centerline of said pipeline to a point of intersection with the North property line, said point being East 48.0 feet from the N.W. corner of N.W.¼ S.W.¼, Section 12 and said point being the end of the centerline here in described.

The sidelines of said easement are parallel with and 16.5 feet in perpendicular distance from the centerline of said existing pipeline and are to be lengthened or shortened in order to meet at angle points and to begin and end at the property lines.

Attached as Exhibit A hereto is a plat showing the location of the easement sought to be condemned with reference to aforesaid description.

5. Condemnation is sought to acquire a necessary easement and appurtenances thereto, with necessary rights of ingress and egress and work space to install, maintain, operate, inspect, repair, replace, or remove a telecommunications system inside the aforesaid existing pipeline on, under, across, and through a strip of land 33 feet wide across the aforescribed property.

6. By seeking condemnation herein, Williams does not intend to release, waive, diminish, restrict or disturb its present rights existing under the easements of record referenced in Paragraph 2 above.

WHEREFORE, Williams Pipe Line Company requests the appointment of a commission to appraise the damages.

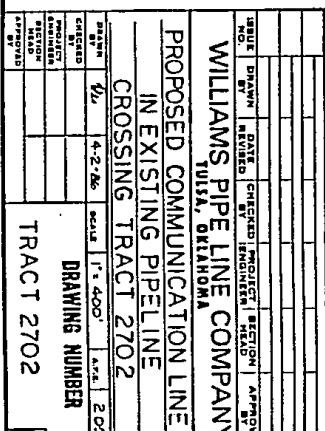
DAVIS, GRACE, HARVEY, HORVATH,
GONNERMAN & ROUWENHORST

By: Paul E. Horvath
Paul E. Horvath
212 Equitable Building
Des Moines, Iowa 50309
Ph: (515) 243-1207

ATTORNEYS FOR APPLICANT
WILLIAMS PIPE LINE COMPANY.

Filed in duplicate in my office at Clarion, Iowa this
21st day of April, 1986.

Newton Draheim
NEWT DRAHEIM, CHIEF JUDGE OF THE SECOND
JUDICIAL DISTRICT OF IOWA



IN THE IOWA DISTRICT COURT FOR STORY COUNTY

In Re The Application Of)	
WILLIAMS PIPE LINE COMPANY)	
To Install Telecommunication)	APPROVAL OF CONDEMNATION
System Inside Its Existing)	AND APPOINTMENT OF
Pipeline Within Its Easement)	COMMISSIONERS

The Court, having examined the Application for Condemnation submitted by Plaintiff, finds that it contains the requisite statutory information as set out in Section 472.3 of the Iowa Code and the Court thereby approves said Application.

The Court has selected six commissioners pursuant to Section 472.4 and hereby appoints the following members of the Compensation Commission to act as a Commission to assess damages in this proceeding:

LICENSED REAL ESTATE BROKERS OR SALESPERSON

	<u>Name</u>	<u>Address</u>
<u>CHAIRMAN</u>	1) Larry Krupp	Nevada, Iowa
	2) LaDonna Allen	Ames, Iowa
Alternate	3) Kurt Cooper	Ames, Iowa


OWNER OF AGRICULTURAL PROPERTY

	1) Orville Kalsem	Huxley, Iowa
	2) Vincent Hassebrock	Ames, Iowa
Alternate	3) Paul Mens	Maxwell, Iowa

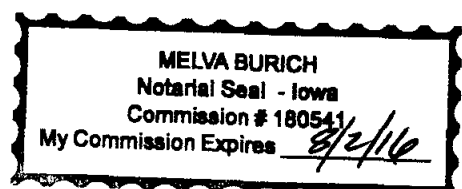
OTHER OCCUPATIONS

	1) Joseph Maxwell	Ames, Iowa
	2) H. F. Moore	Cambridge, Iowa
Alternate	3) Virginia Bierschwal	Nevada, Iowa

Dated this 21st day of April, 1986.


Newt Draheim, Chief Judge
Second Judicial District of Iowa,
including Story County, Iowa

[Handwritten signature]



MISCELLANEOUS
~~Real Estate Deed~~ Record No. 45, STORY County, Iowa

Form No. 103—Right of Way Agreement, Great Lakes Pipe Line Company.

MATT PARROTT & SONS CO., WATERLOO, IOWA B55147

8264 RIGHT OF WAY AGREEMENT

Isabel McLain, single

To

GREAT LAKES PIPE LINE COMPANY

Filed for Record on the 1st day of December

A. D. 1930, at 11:29 o'clock A. M.

H. D. Fowler, Recorder

Fee \$.80 By Deputy

For and in consideration of the sum of One ⁰⁰/₁₀₀ Dollar (\$ 1.00)

to her in hand paid by GREAT LAKES PIPE LINE COMPANY, a corporation, of Ponca City, Oklahoma, the receipt of which is hereby acknowledged, Isabel McLain, a single woman

do es hereby grant to GREAT LAKES PIPE LINE COMPANY, its successors or assigns, the right to lay, maintain, operate, re-lay and remove at any time ^{two} ~~a~~ pipe line of pipe lines for the transportation of oil or oil products, gas and water, ~~and necessary to erect, main-
tain, operate and remove telegraph and telephone lines~~ with right of ingress and egress to and from the same, on, over and through certain lands situate in the County of Story and State of Iowa, and described as follows:

The west thirty feet lying east of the Public Road
SW 4 Section 12 and the NW 4 of the NW 4 of
containing 240 rds. Section 13, Township 83 N, Range 23 W

The said grantor her heirs or assigns are to fully use and enjoy the said premises except the easement for the purposes hereinbefore granted to the said GREAT LAKES PIPE LINE COMPANY, its successors and assigns.

The said GREAT LAKES PIPE LINE COMPANY for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the cultivation of said premises.

All damages to crops, surfaces, fences, and premises for and because of the laying of each line of pipe ~~and each telegraph and telephone line~~ on said property. ^{third} ~~line~~ shall be paid for as soon as said line or lines are completed. In addition to this there shall be paid on the laying of the ~~line~~ line of pipe

an additional compensation at the rate of fifty cents per rod for each rod or fraction thereof of land on these premises, across which said line is laid. Additional lines shall be laid for a consideration the same as for the first. If the amount of damages to fences, crops and premises which may be suffered by reason of laying, maintaining, operating, altering or removing said pipe lines ~~xxxxxx~~ ~~graph and telephone lines~~, cannot be mutually agreed upon, then same shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by GREAT LAKES PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, the award of two of such persons being final and conclusive.

The terms, conditions and provisions of this contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, and the said hereby relinquishes her right of dower in and to the premises hereinbefore granted.

Dated this 22d day of September, 1930.

Isabel McLain (SEAL)

STATE OF California }
County of Los Angeles } ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 22d day of September

1930, personally appeared Isabel McLain

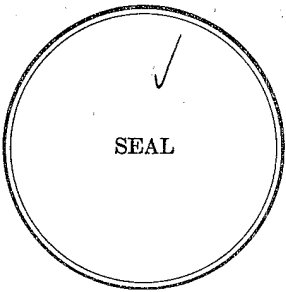
to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

Arthur H. Gage

Notary Public.

My Commission expires Nov. 22 1930



See Assn. & Assump. Eas. as Inst. # 2018-022424 filed 3/23/18 State Terr. 0894
See Assn. in Bk. 197 B. 1- 10/3/83 - Sheila A. Sabitz, Dep. Rec.
See Receipt for Additional Pipe Line and Amendment of Right of Way in Book 68 Page 367 Dec. 12, 1949 Basine Heffelfinger Deputy Recorder

REEL NUMBER 240 MICROFILMED

KOCH BROTHERS, DES MOINES 80813

G. L. Kimberley
Notary Public

13854 RECEIPT FOR ADDITIONAL PIPE LINE AND AMENDMENT OF RIGHT OF WAY

Isabel McLain Reichardt

Filed for Record December 12, 1949
at 4:28 P. M.
Recorder Sina Moran
Recording Fee 50¢ VS

to
GREAT LAKES PIPE LINE COMPANY

RECEIPT FOR ADDITIONAL PIPE LINE AND AMENDMENT OF RIGHT OF WAY

Received of the GREAT LAKES PIPE LINE COMPANY, A Delaware corporation, with its principal place of business in Kansas City, Missouri, the sum of One hundred twenty & No/100---Dollars, (\$120.00---), in full payment of the right of way for the construction, maintenance and operation of an additional pipe line for the transportation of oil or oil products, gas and water, over, under, through and across the following described land situated in the County of Story, and State of Iowa, to-wit:

Southwest Quarter (SW $\frac{1}{4}$) Section Twelve (12): and the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), Section Thirteen (13) Township Eighty-three North (83N), Range Twenty-three West (23W)

which pipe line is to be constructed under authority of a right of way grant dated the 22nd day of September, 1930, executed by Isabel McLain, single to the said GREAT LAKES PIPE LINE COMPANY and recorded at Page 457 in Book 45 in the records of the County of Story and State of Iowa, and which grant is for payment of One hundred twenty & no/100 ----Dollars, (\$120.00--) receipt of which is acknowledged, ^{hereby} amended by increasing the width of the right of way granted to 66 feet for this additional line and future additional lines, if any. In all other respects the grant of right of way remains unchanged, The undersigned, whether one or more, represents that he is the owner of the above described land and is justly entitled to receive said sum and amend such grant.

WITNESS my hand at San Marino, Calif. on this 21st day of November, 1949.

Isabel McLain Reichardt

Isabel McLain Reichardt-owner

WITNESSES:

F. L. Montgomery

STATE OF California)
COUNTY OF Los Angeles) SS

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 21st day of November, 1949, personally appeared Isabel McLain Reichardt to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes set forth.

See assign in BK 197 Pg 1 - 10/3/83 - Christine Puttchard, Dep Rec.
The Assign & Assump/Ease as Inst # 2018-02242 filed 3/23/2018 Stacie Verbridge

REEL NUMBER
257
MICROFILMED

368

Miscellaneous Record, No. 68, Story County, Iowa

Witness my hand and official seal.

(Seal)

F. L. Montgomery

Notary Public

My commission expires July 2, 1950.

13872

CERTIFIED COPY OF ORDINANCE NO. 681

City of Ames

Filed for Record December 13, 1949

to

at 8:15 A. M.

Recorder Sina Moran

Recording Fee

.70 VS

Whom It May Concern

ORDINANCE NO. 681

AN ORDINANCE AMENDING ORDINANCE NO. 583, PARTICULARLY
SECTION 4 and PARAGRAPH (b) OF SECTION 3 THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMES, IOWA:

Section 1. That Ordinance No. 583 passed February 1, 1943, entitled

"An ordinance regulating the size of buildings and other structures, the size of yards, courts, and other open spaces, the portion or percentage of lot that may be occupied, the density of population, the location and use of buildings, structures, and land for trade, industry, residence or other purposes, establishing the boundaries of districts deemed best suited to carry out the provisions of this ordinance, requiring the issuance of building permits before the erection, construction, conversion, alteration, enlargement, extension, raising, or moving of any building or structure, defining certain terms, providing for a board of adjustment, providing for a manner of amendment of this ordinance, repealing all conflicting ordinances, and providing penalty for a violation of its provisions,"

be and the same is hereby amended by amending and changing the official zoning map referred to in Section 4 and in Paragraph (b) of Section 3 of said Ordinance, so as to change and rezone from an "A" District (residential) to a "D" District (business and light industry) all of the following described property:

Lots 4, 5 and 6, and the West part of Lots 7, 8, 9, 10, 11
12, 13, 14, 15, 16, 17, 18, 19, and 20, not already zoned as
a "D" District, all in Cayler's Second Addition to the City
of Ames, Story County, Iowa.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this amendment are hereby repealed.

Section 3. This amendment to Ordinance No. 583 of the City Ordinances of the City of Ames, Iowa, shall be in full force and effect from and after passage and publication as provided by law.

Passed this 5th day of December, 1949.

W. L. Allan, Mayor

J. W. Prather, City Clerk

Moved by Molleston, seconded by MacDonald, that Ordinance No. 681 be passes on its first reading.

Voting Aye: Griffith, Bauge, McCormick, Molleston, MacDonald, Moore
Voting Nay: None

Moved by McCormick, seconded by Griffith, that the rules be suspended, the second and third readings omitted, and Ordinance No. 681 placed on final passage.

Voting Aye: Griffith, Bauge, McCormick, Molleston, MacDonald, Moore
Voting Nay: None

REEL NUMBER

257

MICROFILMED

✓
SM
M
F
G
R
SM

RECEIVED 4/24/89
(IOWA)

Parcel No. 1

EASEMENT FOR PUBLIC HIGHWAY

Know All Men by These Presents:

That ISABEL McLAIN REICHARDT LIVING TRUST

of Story County, State of Iowa, in consideration of the
sum of One Hundred Thirty-Five and 80/100 DOLLARS

and other valuable considerations in hand paid by Story County, State
of Iowa, do hereby sell and convey unto Story County, Iowa, for road
purposes and for use as a Public Highway, the following described
premises situated in the County of Story, State of Iowa, to-wit:

Tract 1

The west 40 feet of the south 800 feet of the S.W. $\frac{1}{4}$, S.W. $\frac{1}{4}$,
Section 12, T83N, R23W of the 5th P.M., Story County, Iowa,
except the south 240 feet thereof; and beginning at a point on
the section line 800 feet north of the S.W. Corner of said S.W. $\frac{1}{4}$,
S.W. $\frac{1}{4}$ Section 12, thence north along the section line 100 feet,
thence east 33 feet to the existing right-of-way line, thence
southeasterly to a point 800 feet north and 40 feet east of said
S.W. Corner S.W. $\frac{1}{4}$, S.W. $\frac{1}{4}$ Section 12, thence west 40 feet to
the point of beginning, containing 0.60 acres, more or less,
including the present established roadway.

INST. NO. 07455
STORY COUNTY, IOWA
FILED FOR RECORD

MAY 10 1989 PM 2⁴⁰

SUSAN L. VANDE KAMP, Recorder
Recording Fee \$ 12.50
Auditor's Fee \$ _____

BOOK 279 PAGE 331

And the grantors do hereby covenant with the said Story County, Iowa, that said grantors are lawfully seized of said premises; that they have good and lawful authority to sell and convey the same: that said premises are free and clear of all liens and encumbrances whatsoever; and said grantors covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever, and each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

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

Signed this 26th day of April, 1989

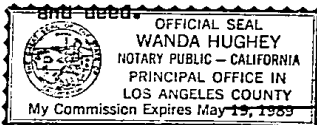
Isabel McLain Reichardt
Isabel McLain Reichardt

Walter Louis Reichardt
Walter Louis Reichardt

STATE OF CALIF, Los Angeles COUNTY, ss:

On this 26th day of April, 1989, before me, the undersigned, a Notary Public in and for the State of CALIF., personally appeared Isabel McLain Reichardt + Walter Louis Reichardt

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



Notary Public in and for the State of _____

STATE OF _____, _____ COUNTY, ss:

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____

to me personally known, who, being by me duly sworn, did say that they are the _____ and _____ respectively, of

said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (AND SEALED) on behalf of said corporation by authority of its Board of Directors; and that the said _____ and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____

Recorder's Note: Notary signature omitted at time of filing.

RETURN TO:
WILLIAMS ENERGY SERVICES
BOX 21628
TULSA OK 74121-9721
(ENV)

03-12913
INST. NO. _____
STORY COUNTY, IOWA
FILED FOR RECORD *218*
~~AM~~ JUN 26 2003 PM
SUSAN L. VANDE KAMP, Recorder *CS*
REC. FEE \$ 20.00 AUD. FEE \$ _____

Lush
MDGR

This instrument was drafted by Williams Pipe Line Company, LLC, a Delaware limited liability company, One Williams Center, MD 27-4, Tulsa, Oklahoma 74172, 918/573-0702.

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made and entered into and effective the 23rd day of June, 2003, by and between WILLIAMS PIPE LINE COMPANY, LLC (herein "WPL"), a Delaware limited liability company, formerly known as Williams Brothers Pipe Line Company, whose mailing address is One Williams Center, MD 27-0, Tulsa, Oklahoma 74172 and PR INVESTMENTS, LLC, a Minnesota Limited Liability Company, herein referred to as "LANDOWNER", whose mailing address is 2920 Northwest Boulevard, Suite 160, Plymouth, Minnesota 55441.

WITNESSETH:

WHEREAS, WPL is the owner of two petroleum product pipelines known as the Des Moines - Mason City #7-12" and the Des Moines - Minneapolis #4-12" (herein "the Pipelines"), and certain easements (herein "Easements") located in the Southwest Quarter of Section 12, Township 83 North, Range 23 West, and the Northwest Quarter of the Northwest Quarter of Section 13, Township 83 North, Range 23 West, Story County, Iowa, by virtue of the following:

- 1.) The Right of Way Agreement granted to Great Lakes Pipe Line Company, WPL's predecessor, from Isabel McLain, a single woman, recorded in Book 45 at Page 457 in the Recorder's Office of Story County, Iowa; and
- 2.) A Receipt for Additional Pipe Line and Amendment of Right of Way granted to Great Lakes Pipe Line Company, WPL's predecessor, Isabel McLain Reichardt, executed on November 21, 1949, recorded in Book 68 at Page 367 in the Recorder's Office of Story County, Iowa;
- 3.) A Conveyance and Assignment of Right of Way from Great Lakes Pipe Line Company to Williams Brothers Pipe Line Company, (WPL's predecessor in interest), filed for record in Book 98 at Page 623 of Miscellaneous with the Register of Deeds for Story County, Iowa whereby the original easements were sold, assigned, conveyed and delivered unto WPL; and

WHEREAS, LANDOWNER currently is the fee owner of a parcel of land that is platted as Lot One, Airport Road Industrial Park Fourth Addition, Nevada, Story County, Iowa, as described in the General Warranty Deed recorded as Instrument No. 03-06290 on April 01, 2003 in the Recorder's Office of Story County, Iowa, (herein "Owner's Land"); and

WHEREAS, LANDOWNER has planned to construct a development to be known as "Airport Road Industrial Park, Fourth Addition", which will include the construction of an approximate thirty foot wide asphalt driveway which will extend into the Easements and/or cross the Pipelines, (herein the "Encroachment") as shown on the plans provided to WPL from Fox Engineering, dated February 5, 2003; and

WHEREAS, LANDOWNER desires WPL's consent to their construction of said Encroachment as it affects the existing Easements; and

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, WPL agrees to consent to the Encroachment subject to the following terms and provisions:

I. Construction of Encroachment

LANDOWNER may begin construction of the Encroachment across the Easements as long as it is constructed in compliance with the following restrictions, conditions, and specifications:

- a. LANDOWNER shall make notations in bold lettering on all construction drawings as follows:

WARNING!
PETROLEUM PRODUCTS PIPELINE(S)!
Excavation and/or Construction Prohibited
Without Written Permission From
WILLIAMS PIPE LINE COMPANY, LLC
Contact: Iowa One Call
1/800-292-8989

When in the vicinity of a pipeline owned or operated by Williams Pipe Line Company, call the nearest Williams' office 48 hours before start-up of any work.

- b. LANDOWNER shall call Iowa One Call, (800) 292-8989, prior to commencing any work in WPL's Easements. A representative of WPL may be present during the course of any work.
- c. WPL's Coordinator of Operations & Maintenance and/or Inspector shall be present to confirm that no damage occurs to the Pipelines or pipe coating during all work in the Easements. All work by LANDOWNER in the vicinity of the Pipelines shall be performed in a workmanlike manner and in compliance with applicable governmental and industry standards and codes. WPL's Coordinator of Operations & Maintenance shall locate the Pipelines for LANDOWNER for the construction of the Encroachment. **LANDOWNER shall not begin work in the Easements prior to the approval of the WPL's Coordinator of Operations and Maintenance.** LANDOWNER shall follow all instructions given by

WPL's Coordinator of Operations and Maintenance pertaining to the Pipelines and Easements. The presence of and/or instructions from WPL's Coordinator of Operations and Maintenance or legal representative shall not relieve LANDOWNER of any liability under this Agreement.

- d. The driveway shall be constructed to provide a minimum of four feet of cover over the Pipelines and a maximum of six feet. WPL shall maintain no liability should settling occur after the driveway is constructed over WPL's Easements.
- e. No subcutting shall be allowed within two feet (2') of the Pipelines. All equipment used during the installation of the Encroachment shall stay two feet (2') clear of the Pipelines. Hand digging will be required within two feet (2') of the Pipelines. Upon completion of the Encroachment, LANDOWNER shall not use rocks, dirt clods, clay clumps, debris or any other type of fill determined by WPL's Coordinator of Operations and Maintenance to be unsuitable or capable of causing damage to the Pipelines or pipeline coating.
- f. No heavy traffic or equipment shall cross the Pipelines without having WPL's Coordinator of Operations and Maintenance determine if an equipment crossing location is necessary based upon the existing depth of the Pipelines and size of equipment crossing the Pipelines. An equipment crossing shall have a minimum of six feet (6') of cover over the Pipelines. The crossing shall extend a minimum of fifteen feet (15') each side of the Pipelines to reduce impact forces being applied to the Pipelines. There shall be a slope no greater than a 4:1 vertical rise ramped up to the equipment crossing.
- g. No light poles or similar fixtures shall be built within the Easements. No fencing, trees, or large shrubs (exceeding 4' in height) shall be allowed within the Easements.
- h. WPL shall have the right to remove the Encroachment for the purpose of operating, maintaining, removing, repairing, replacing, protecting, constructing, altering, relocating, changing the size of, adding to or inspecting the Pipelines or future pipelines, or the clean up or handling of any spills of petroleum products. After construction of the Encroachment, it shall be LANDOWNER'S, as well as its successors, heirs and assigns responsibility and at its expense, to replace and/or repair the Encroachment even if so removed by WPL. LANDOWNER, its successors, or assigns, agree to reimburse WPL for any and all such charges for the removal of said Encroachment and any and all excess charges incurred by WPL while exercising WPL's easement rights that would not have occurred but for the existence of the Encroachment.
- i. WPL and LANDOWNER agree that the existence of the Encroachment does not constitute a waiver of WPL express rights under the Easements or any other rights which may be implied at law or equity.

In the event that LANDOWNER or WPL breaches any of the terms, covenants or provisions of this Agreement, and either party commences litigation to enforce any provisions of this Agreement, or of the aforesaid Easements, the cost of attorneys' fees and the attendant expenses will be payable to the prevailing party. Such payment shall be a pro rata amount, determined by the amount recovered as a percentage of the total amount alleged.

II. Indemnification & Liabilities

- a. LANDOWNER shall indemnify, save, hold harmless, and at WPL's option, defend WPL, its affiliated companies and their directors, officers, employees, and agents of each such company from any and all claims, demands, costs (including without limitation, reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties and administrative proceedings of injury or death to persons or damage or loss to property, real or personal, environmental damages, or other business losses, including those made or incurred by WPL or its affiliated companies and their directors, officers, employees, or agents, or third parties, or governmental agencies in any way arising from or connected with the existence, construction, operation, maintenance, or removal of the Encroachment except those directly attributable to WPL's negligence, to the extent allowed by law.
- b. The LANDOWNER agrees those liabilities (including but not limited to any such liabilities arising under the laws and regulations relating to protection of the environment), expenses and costs, for which WPL is indemnified pursuant to IIa., that WPL, has, had, shall or may have, shall be paid or reimbursed by the LANDOWNER, or its successor or assigns, TO THE EXTENT that such liabilities are, were or shall be aggravated, exacerbated, compounded, contributed to or caused by the LANDOWNER, its contractors, agents, assigns or successors, as a result of any work or actions taken on the Owner's Land, to the extent allowed by law relating to the Encroachment.

III. Insurance

- a. LANDOWNER its contractors and/or sub-contractors, shall procure and maintain in force throughout the entire term of this Agreement insurance coverages described below with insurance companies acceptable to WPL. All charges and deductible amounts will be for the sole account of LANDOWNER. Prior to commencing any work activities related to the Encroachment, LANDOWNER must deliver to WPL certificate(s) of insurance and additional insured endorsements. WPL, its parent, subsidiaries and affiliated companies and each of their respective employees, directors, officers and shareholders shall be named as additional insured. Non-renewal or cancellation policies must be effective only after written notice is received by WPL from the insurance company thirty (30) days in advance of such non-renewal or cancellation. The limits set forth below are minimum limits and will not be construed to limit LANDOWNER'S liability:
- b. Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$5,000,000 each occurrence and project specific annual aggregates of \$5,000,000. An umbrella may be used to achieve this coverage limit. Coverage must include premises/operations, independent contractors, blanket contractual liability, and products/completed operations coverage; such coverage must be maintained for two (2) years following completion of work activities related to the Encroachment, broad form property damage, personal injury and sudden and accidental pollution. WPL, its parent, subsidiaries and affiliated companies and each of their respective employees, directors, officers and shareholders shall be included as additional insured.

- c. In each of the above policies, the LANDOWNER agrees to waive and will require its insurers to waive any rights of subrogation or recovery either may have against WPL, its parent, subsidiaries, or affiliated companies.
- d. Regardless of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the LANDOWNER, or failure of any such company to pay claims that occur will not be held to waive any of the provisions hereof.
- e. In the event of a loss or claim arising out of or in connection with the work performed under this Agreement, the LANDOWNER agrees, upon request of WPL, to submit a certified copy of its insurance policies for inspection by WPL.
- f. The LANDOWNER shall require all of its contractors to provide adequate insurance coverages. Any deficiency in the coverages, policy limits, or endorsements of said contractors, shall be the sole responsibility of the LANDOWNER.
- g. WPL will not insure, nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by the LANDOWNER, its employees, servants, contractors, subcontractors or agents, except any loss or damage attributable to WPL's negligence.

The terms of this Agreement shall constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

WPL shall not be liable for any losses or damages due to any delay or failure to perform its obligations under this agreement if such delay or failure results directly or indirectly from circumstances that are either: (1) beyond its control; (2) unavoidable; or (3) make performance impossible or impracticable. Such circumstances shall include, but shall not be limited to: acts of God, acts of war, civil commotions, riots, strikes, lockouts, acts of landowners, acts of the government in either its sovereign or contractual capacity, inability to acquire right-of-way, or components, line unavailability, accident, fire, water damages, flood, earthquake, or other natural catastrophes.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

WILLIAMS PIPE LINE COMPANY, LLC

By: Williams Energy Partners L.P., Its Sole Member

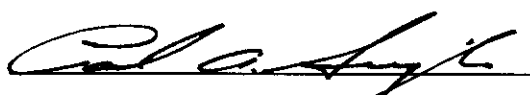
By: WEG GP LLC, Its General Partner

By: 
Rick Olson TAC

Title: Vice President

Date: 6/23/03

PR INVESTMENTS, LLC, a Minnesota Limited Liability Company

By: 
Printed Name: Paul A. Single
Title: President
Date: 5-27-03

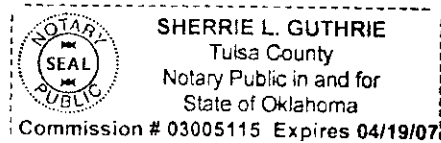
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

On the 23 day of June, 2003, personally appeared Richard A. Olson, to me personally known to be the Vice President of Williams WEG GP LLC, a Delaware limited liability company, being duly sworn did say and acknowledge to me that he executed the foregoing instrument on behalf of said limited liability company as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

Sherrie L. Guthrie
Notary Public

My Commission Expires:

4-19, 20 07



STATE OF _____)
) SS
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 21 day of May, 2003 personally appeared Paul Siegle, who being by me duly sworn, did say that he/she is the President for **PR INVESTMENTS, LLC, a Minnesota Limited Liability Company**, and that said instrument was signed on behalf of said limited liability company, and said Paul Siegle acknowledged said instrument to be the free act and deed of said limited liability company.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Colleen Mary Lundgren
Notary Public

My Commission Expires:

1-31, 20 07



1
M
D
6
R

Instrument: 2008- 00011493
Date: Oct 23, 2008 10:30:51A
Rec Fee: 25.00 E-Com Fee: 1.00
Aud Fee: .00 Trans Tax: .00
Rec Management Fee: 1.00
Non-Standard Page Fee: .00
Filed for record in Story County, Iowa
Susan L. Vande Kamp, County Recorder

Prepared by: Teresa Smith, 1209 6th Street, P O Box 530, Nevada IA 50201 Phone 515-382-5466
Return to: City of Nevada, 1209 6th Street, P O Box 530, Nevada IA 50201 Phone: 515-382-5466

(env)

RESOLUTION NO. 27 (2008/2009)

A RESOLUTION ASSENTING TO THE ANNEXATION OF CERTAIN REAL ESTATE TO THE CITY OF NEVADA, IOWA

WHEREAS, the City of Nevada, State of Iowa, is a duly organized municipal corporation, and

WHEREAS, there has been presented to the City Council of said City an Application for Annexation, as required by Section 368.7 of the Code of Iowa, executed by the owners of the real estate to be annexed,

1. Louis F. Reichardt, Trustee, Isabel McLain Reichardt Living Trust

Said real estate lying adjacent to the existing City limits of the City with the owners of the parcels shown, on the accompanying Exhibit "A" attached hereto

The area is generally located north of Highway 30 and east of West 18th Street (Airport Road), totaling 154.92 acres.

The property is legally described below:

PROPOSED ANNEXATION IN SECTIONS 12 & 13 IN T83N, R23W

SW ¼ of Section 12; and all of that part of NE ¼ of NW ¼ of Section 13 lying north of ROW of U.S. Highway 30, all in Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa except the Highway Right-of-Way.

SAID PARCEL BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 12; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 TO THE CENTER OF SAID SECTION 12; THENCE SOUTH, ALONG THE EAST LINE OF THE SOUTHWEST

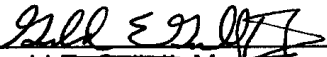
QUARTER OF SAID SECTION 12 AND THE EAST LINE OF THE NORTHWEST
QUARTER OF SAID SECTION 13 TO THE NORTHERLY RIGHT-OF-WAY LINE OF
U.S. HIGHWAY 30; THENCE NORTHWESTERLY AND WESTERLY ALONG SAID
NORTHERLY RIGHT-OF-WAY LINE TO THE WEST LINE OF THE SOUTHWEST
QUARTER OF SAID SECTION 12; THENCE NORTH, ALONG SAID WEST LINE TO
THE POINT OF BEGINNING, CONTAINING 154.92 ACRES MORE OR LESS.

WHEREAS, the City of Nevada, Iowa desires to annex said territory upon the
Applications heretofore presented,

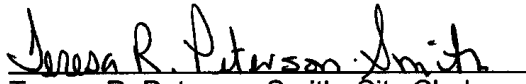
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Nevada, Iowa, as follows:

1. That the Application for Annexation of the real estate as described in Exhibit
"A" attached hereto is hereby approved.
2. That on the passage of this Resolution this territory shall thereafter be and
become a part of the City of Nevada, Iowa.
3. That the City Clerk shall forthwith cause this Resolution and the exhibit
attached hereto to be filed with the City Development Board as required by
Section 368.7 of the Code of Iowa. Copies of all materials will also be
forwarded to the Secretary of State, Story County Recorder and the District
Iowa Department of Transportation Office.

PASSED AND APPROVED this 13TH day of October, 2008.


Gerald E. Gull, II, Mayor

ATTEST:

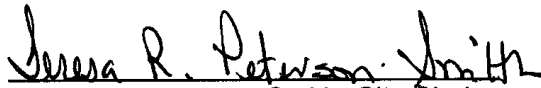

Teresa R. Peterson-Smith, City Clerk

Motion by Council Member Tom Haller, seconded by Council Member Andy Kelly, that Resolution No. 27 (2008/2009) be adopted.

Ayes: Haller, Kelly, McDonald, Neff, Gardner, and Heintz
Nays: None
Absent: None

The Mayor declared Resolution No. 27 (2008/2009) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 27 (2008/2009) at the regular Council Meeting of the City of Nevada, Iowa, held on the 13th day of October, 2008.


Teresa R. Peterson-Smith, City Clerk

SEAL


F:\Office\Council\Resolutions\2008-2009\027-Voluntary Annexation Syngenta.doc

Page 3

APPLICATION FORM

Page 4

I (We) certify that I (We) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Nevada and have submitted all the required information.

Signed by:  Date: 7.16.08
(PROPERTY OWNER)

(Note: No other signature may be substituted for the Property Owner's Signature.)

and: _____ Date: _____
(APPLICANT)

and: _____ Date: _____
(Contact Person)

This Annexation Petition must include signatures by the owners of 50% of the area of all real estate included within the boundaries of said tract as described in said petition, and in addition, duly signed by the owners of 50% of the area of all real estate lying outside of said tract but within 200 feet of the boundaries thereof, and intervening streets and alleys not to be included in computing such 200 feet.

Page 5

✓
M
D
G
P

Instrument: 2009- 00005231
Date: May 12, 2009 02:35:26P
Rec Fee: 35.00 E-Com Fee: 1.00
Aud Fee: .00 Trans Tax: .00
Rec Management Fee: 1.00
Non-Standard Page Fee: .00
Filed for record in Story County, Iowa
Susan L. Vande Kamp, County Recorder

Preparer

Information: John F. Fatino, Whitfield & Eddy, P.L.C., 317 6th Ave., Ste. 1200, Des Moines, IA 50309 (515) 288-6041
Name Street Address City, State, Zip Area Code-Phone

When Recorded Return to:

John F. Fatino, Whitfield & Eddy, P.L.C., 317 6th Ave., Ste. 1200, Des Moines, IA 50309 (515) 288-6041
Name Street Address City, State, Zip Area Code-Phone

DECLARATION OF ACCESS EASEMENT

THIS DECLARATION OF ACCESS EASEMENT (this "Easement") is made by Louis F. Reichardt, Trustee of the **ISABEL MCLAIN REICHARDT LIVING TRUST**, an *inter vivos* trust ("Reichardt Trust") as of this 5th day of May, 2009.

Legal: Page 4

PRELIMINARY STATEMENTS

Reichardt Trust is the fee owner of certain real property located in Nevada, Iowa, and legally described on **Exhibit A** attached hereto (the "Encumbered Property"). Reichardt Trust is also the fee owner of certain real property located adjacent to the Encumbered Property, which is legally described on **Exhibit B** attached hereto (the "Benefitted Property"). Reichardt Trust desires to grant a perpetual non-exclusive easement for the benefit of the Benefitted Property of sufficient width to allow access to the Benefitted Property for a commercial development across and over that portion of the Encumbered Property, which is legally described and depicted as the "Ingress/Egress Easement" on **Exhibit C** attached hereto (the "Easement Area"), subject to the terms and conditions set forth in this Easement. Included for informational purposes only is a diagram of the location of the proposed easement on **Exhibit D** attached hereto.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Reichardt Trust hereby agrees as follows:

1. **Grant of Easement.** Subject to any restrictions, easements or other matters of record, Reichardt Trust hereby creates and declares a perpetual non-exclusive easement for the benefit of the Benefitted Property to allow vehicular access across and over the Easement Area to

successors-in-interests, assigns, rentors, tenants, or invited guests of the fee property owner(s) of the Benefitted Property, or any portion thereof.

2. **Non-Exclusive Easement.** The easement granted herein is not exclusive and Reichardt Trust reserves unto itself and to the other present and future owners of the Encumbered Property the right to utilize the Easement Area for such purposes as do not unreasonably endanger or interfere with the easements and other rights granted herein. Reichardt Trust and other future owners of the Encumbered Property shall have the right to grant such other easements, rights or privileges to such persons and/or entities and for such purposes as Reichardt Trust (or other future owners of the Encumbered Property), in its sole discretion may elect, so long as such purposes do not unreasonably endanger or interfere with the easements and other rights granted herein. Notwithstanding the easement granted herein, Reichardt Trust and other future owners of the Encumbered Property hereby reserves the right to construct, repair, alter or modify the access ways, entrances, and exits located on the Easement Area. Maintenance of the easement area shall be the responsibility of the owner(s) of the benefitted property.

3. **Indemnification.** Each owner of the Benefitted Property, or any portion thereof, hereby indemnify and save Reichardt Trust and other future owners of the Encumbered Property harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own property, except if caused by the act or negligence of Reichardt Trust or other future owners of the Encumbered Property.

4. **No Dedication.** Nothing herein shall be deemed to be a gift or dedication of any portion of the Encumbered Property or the Easement Area to the general public, or for any public use, or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Easement.

5. **Non-Merger.** The easements, rights and obligations established by this Easement shall not merge or terminate if all of the Easement Area and the Benefitted Property become owned or are owned by the same entity, but shall continue until released and terminated by all parties benefitted thereby.

6. **Binding Upon Property.** The restrictions, rights and obligations created pursuant to the terms of this Easement shall run with and be binding upon the Easement Area in perpetuity, including future subdivisions and/or reconfigurations of such properties and shall be binding on all entities having or acquiring any right, title or interest in the Easement Area.

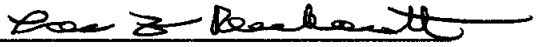
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Reichardt Trust has caused the authorized execution of this Easement, the day and year first above written.

Dated: May 6, 2009

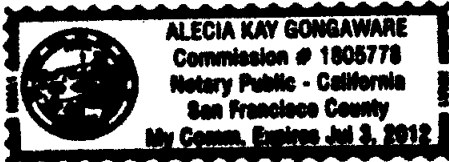
Reichardt Trust:

ISABEL MCLAIN REICHARDT LIVING TRUST, an *inter vivos* trust

By: 
Louis F. Reichardt, Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 6 day of May, 2009, before me, a Notary Public, personally appeared Louis F. Reichardt, Trustee of Isabel McLain Reichardt Living Trust, an *inter vivos* trust, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same on behalf of the trust.





Notary Public - State of California
Print Name: Alecia Kay Gongaware
My Commission Expires: 7/3/2012

EXHIBIT A

DESCRIPTION OF THE ENCUMBERED PROPERTY

Parcel "G" of the West 100.00 acres of that part of the Southwest Quarter (SW¼) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., in the city of Nevada, Story County, Iowa, lying North of U.S. Highway #30 as shown in Plat of Survey recorded on November 21, 2008, in the office of the Story County, Iowa Recorder on Slide 342, Page 4 and recorded as Instrument Number 08-12399.

EXHIBIT B

DESCRIPTION OF THE BENEFITTED PROPERTY

Direct Access to Parcel 1:

- 1) The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., in the city of Nevada, Story County, Iowa, except that portion of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) included in Parcel "G" of the West 100.00 acres of that part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., in the city of Nevada, Story County, Iowa, lying North of U.S. Highway #30 as shown in Plat of Survey recorded on November 21, 2008, in the office of the Story County, Iowa Recorder on Slide 342, Page 4 and recorded as Instrument Number 08-12399, being 25.87 acres more or less.

Indirect Assess to Parcels 2 & 3 via Parcel 1:

- 2) The Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., in the city of Nevada, Story County, Iowa, except that portion of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) included in Parcel "G" of the West 100.00 acres of that part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., in the city of Nevada, Story County, Iowa, lying North of U.S. Highway #30 as shown in Plat of Survey recorded on November 21, 2008, in the office of the Story County, Iowa Recorder on Slide 342, Page 4 and recorded as Instrument Number 08-12399, being 26.05 acres more or less.
- 3) That part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) lying north of Highway 30 of Section Thirteen (13), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., in the city of Nevada, Story County, Iowa, being 1.76 acres more or less.

EXHIBIT C
EASEMENT AREA

Description: Access Easement across Parcel "G"

A tract of land being part of Parcel "G" of the West 100.00 acres of that part of the Southwest Quarter (SW 1/4) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., in the city of Nevada, Story County, Iowa, lying North of U.S. Highway #30 as shown in Plat of Survey recorded on November 21, 2008, in the office of the Story County, Iowa Recorder on Slide 342, Page 4 and recorded as Instrument Number 08-12399, to wit:

The south 66 feet of Parcel "G" located adjacent to and running adjacent with the northerly right-of-way line of U.S. Highway 30.

EXHIBIT D
EASEMENT AREA

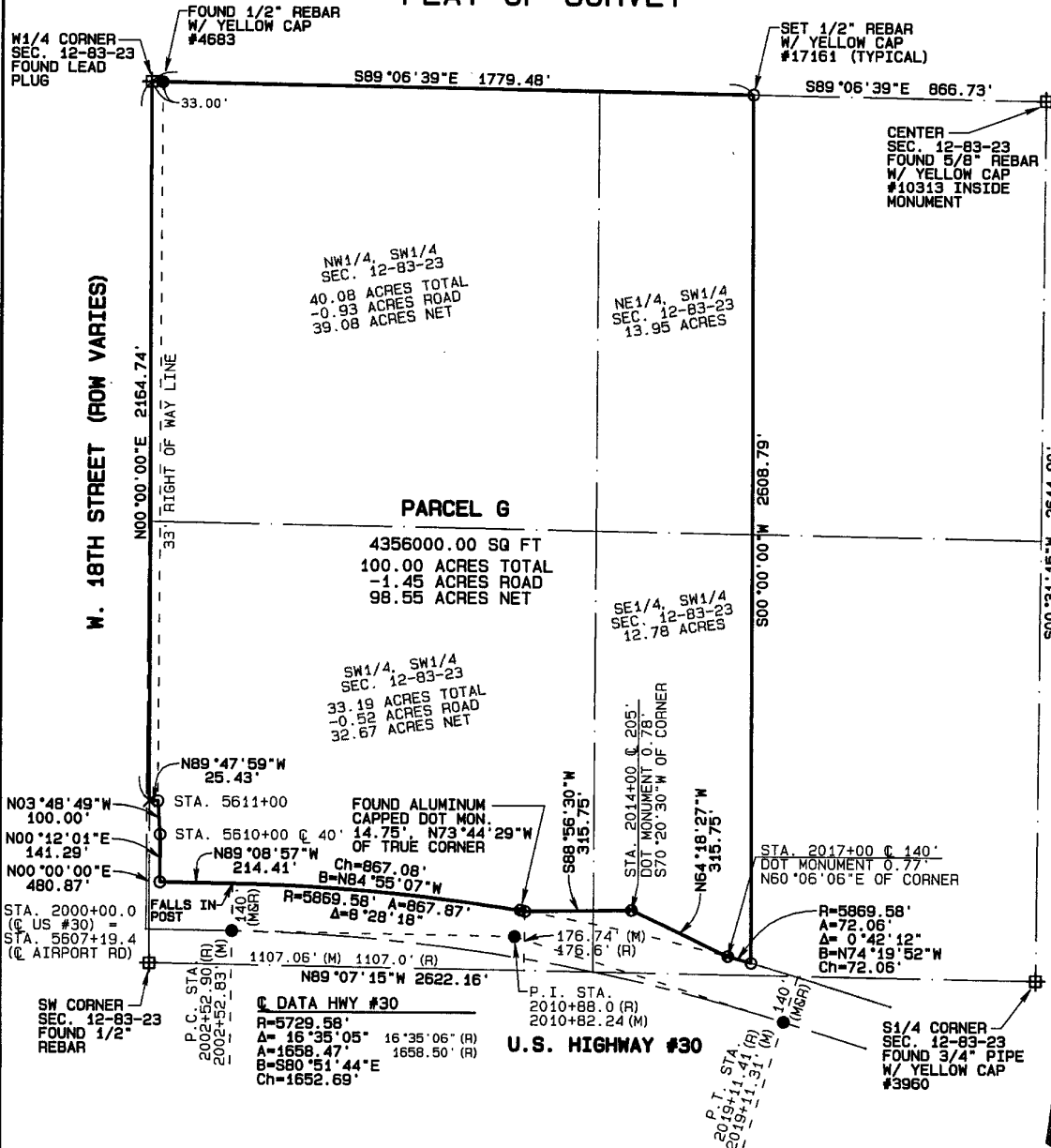


Not to scale. For informational purposes only.

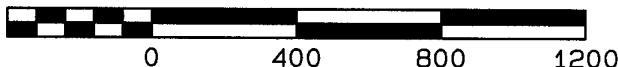
I Instrument: 2008- 00012399
M Date: Nov 21, 2008 01:49:56P
D Rec Fee: 10.00 E-Com Fee: 1.00
G Aud Fee: .00 Trans Tax: .00
R Rec Management Fee: 1.00
Non-Standard Page Fee: .00
Filed for record in Story County, Iowa
Susan L. Vande Kamp, County Recorder

R. BRADLEY STUMBO P.O. BOX 1664 AMES, IOWA 50010 515-233-3689

PLAT OF SURVEY



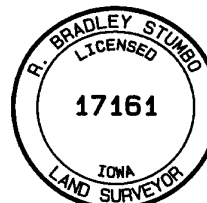
GRAPHIC SCALE 1"=400'



PROPRIETOR:
LOUIS F. REICHARDT, TRUSTEE
ISABEL McLAIN REICHARDT LIVING TRUST
SURVEY REQUESTED BY: LOUIS REICHARDT

Certification: 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 Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo
R. Bradley Stumbo License #17161
My license renewal date is December 31, 2009
Job #16084 Date: 11/20/08 Page 1 of 2
Fieldwork Completed: 11/10/08



Page 2 of 2
Date: 11/20/08
Job #16084

PROPRIETOR:
LOUIS F. REICHARDT, TRUSTEE
ISABEL MCLAIN REICHARDT LIVING TRUST

SURVEY REQUESTED BY: LOUIS REICHARDT

Survey Description-Parcel 'G':

The West 100.00 acres of that part of the Southwest Quarter of Section 12, Township 83 North, Range 23 West of the 5th P.M., City of Nevada, Story County, Iowa lying North of U.S. Highway #30 and being more particularly described as follows: Beginning at the West Quarter Corner of said Section 12; thence S89°06'39"E, 1779.48 feet along the North line of said Southwest Quarter; thence S00°00'00"W, 2608.79 feet to a point on the North right of way line of U.S. Highway #30, said point being in a curve concave to the South having a radius of 5869.58 feet, a central angle of 0°42'12" and being subtended by a chord which bears N74°19'52"W, 72.06 feet; thence following said right of way line Westerly, 72.06 feet along said curve; thence N64°18'27"W, 315.75 feet; thence S88°56'30"W, 315.75 feet to the beginning of a curve; thence Westerly, 867.87 feet along said curve having a radius of 5869.58 feet, concave to the South, and a central angle of 8°28'18" and being subtended by a chord which bears N84°55'07"W, 867.08 feet; thence N89°08'57"W, 214.41 feet to the East line of W. 18th Street; thence following said line N00°12'01"E, 141.29 feet; thence N03°48'49"W, 100.00 feet; thence N89°47'59"W, 25.43 feet to a point on the West line of said Section 12; thence N00°00'00"E, 2164.74 feet to the point of beginning, containing 100.00 acres which includes 1.45 acres of existing public right of way.

AIRPORT ROAD PLAT 6

FINAL PLAT

Instrument 2013-0000412
 Date Jan 29, 2013 10:59:19
 Rec Fee .00 E-File Fee .00
 Ad Fee .00 Trans Fee .00
 Rec Measurement Fee .00
 Non-Standard Paper Fee .00
 Filed for record in Story County Iowa
 Susan L. Wade Esq. - County Recorder

PROPRIETOR:
 CITY OF NEVADA, IOWA
 1209 6th STREET
 NEVADA, IA 50201-1536

PROPERTY DESCRIPTION:

PARCEL G IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5th P.M., NEVADA, STORY COUNTY, IOWA AS SHOWN IN SLIDE 342 PAGE 4, INSTRUMENT No. 08-12399 IN THE OFFICE OF THE STORY COUNTY RECORDER.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 100.00 ACRES.



SCALE: 1"=100'



BAR SCALE

0 100 200

NE 1/4 - SE 1/4

ADJACENT OWNER:
 DOWELL SISTERS FARM LLC

SEC. 11

T83N

R23W

18th STREET

ADJACENT OWNER:
 DOWELL SISTERS FARM LLC

SEC. 11

T83N

R23W

18th STREET

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T83N

R23W

18th STREET

ADJACENT OWNER:
 DOWELL SISTERS FARM LLC

SEC. 11

T83N

R23W

AIRPORT ROAD PLAT 6

FINAL PLAT

PROPRIETOR:
CITY OF NEW

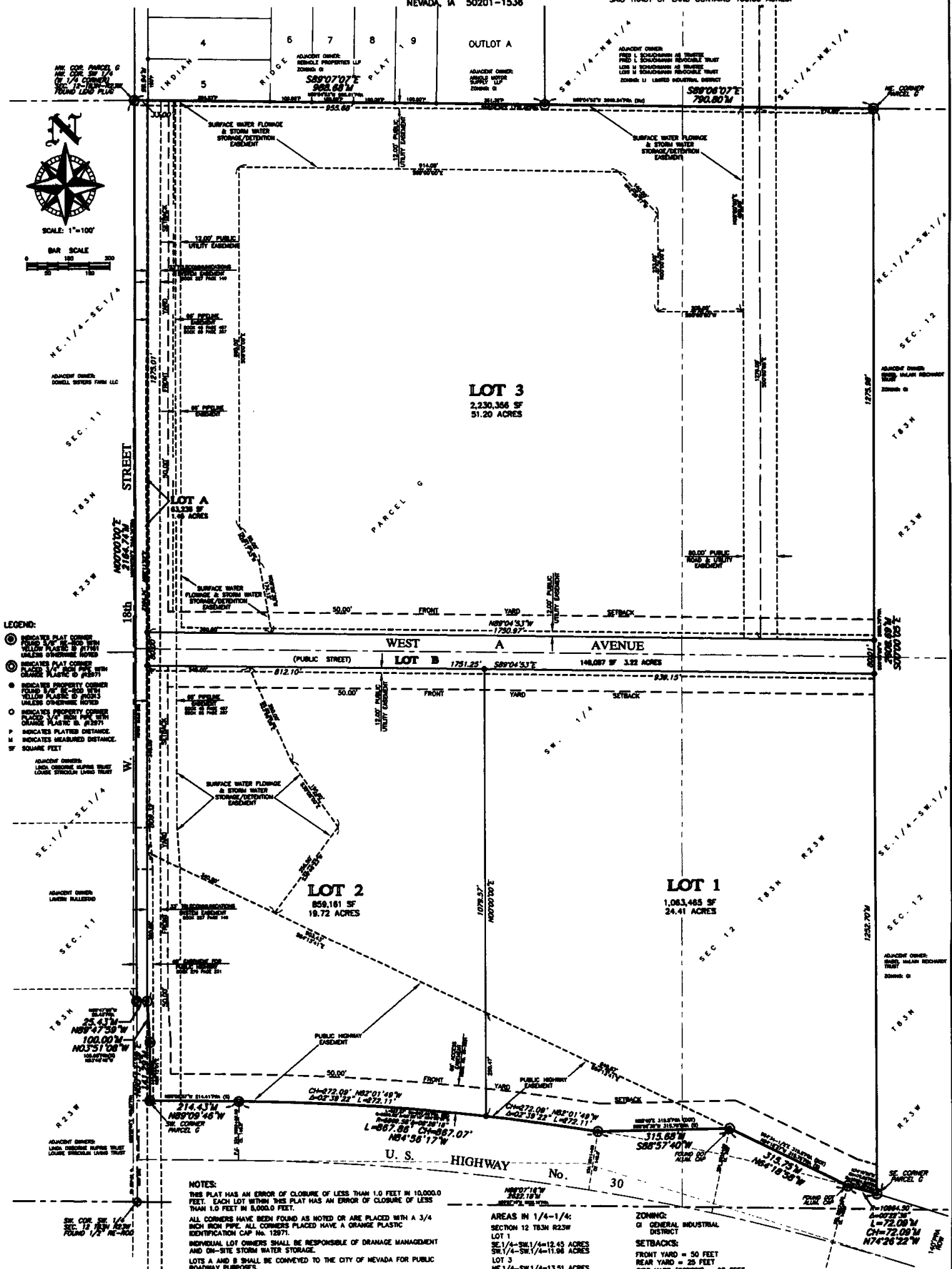
PROPRIETOR:
CITY OF NEVADA, IOWA
1209 6th STREET
NEVADA, IA 50201-1536

PROPERTY DESCRIPTION:

PARCEL G IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5th P.M., NEVADA, STORY COUNTY, IOWA AS SHOWN IN SLIDE 342 PAGE 4, INSTRUMENT No. 08-12399 IN THE OFFICE OF THE STORY COUNTY RECORDER.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 100.00 ACRES.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE RELATED SURVEY WORK WAS PERFORMED UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. LICENSE NUMBER: 100100 LICENSE RENEWAL DATE: DECEMBER 31, 2013

NAME: Jeffrey DATE: 10/10

AIRPORT ROAD PLAT 6
FINAL PLAT

WHEN RECORDED RETURN TO:

Erin M. Clanton
6701 Westown Parkway, Ste 100
West Des Moines, IA 50266

Preparer Information: Erin M. Clanton, 6701 Westown Parkway, Ste 100, West Des Moines, IA 50266 (515) 274-1450
SPACE ABOVE THIS LINE FOR RECORDER

CONSENT OF RECORD TITLEHOLDER

The undersigned, the City of Nevada, Iowa, an Iowa municipal corporation, first duly sworn, deposes and states that it is the legal fee titleholder to that property hereinafter legally described as:

Parcel "G" of the West 100.00 acres of that part of the Southwest Quarter (SW1/4) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-Three (23) West of the 5th P.M., in the City of Nevada, Story County, Iowa, lying North of the U.S. Highway #30 as shown in Plat of Survey recorded on November 21, 2008 in the office of the Story County, Iowa Recorder on Slide 342 Page 4 and recorded as Instrument No. 08-12399

which is to be known as Airport Road Plat 6, subsequent to recording of the same, an Official Plat included in and forming a part of the City of Nevada, Story County, Iowa.

The undersigned voluntarily executed this consent to platting, to be received, filed, and made a part of the permanent record pursuant to the subdivision and zoning ordinances of the City of Nevada, Iowa, as well as records of Story County, Iowa, to evidence the undersigned's consent to the preliminary and final plat of Airport Road Plat 6, an Official Plat, now included in and forming a part of the City of Nevada, Story County, Iowa.

The undersigned owner states that this Plat has been prepared with its free consent and in accordance with its desire.

The undersigned acknowledges the execution of this Consent to Plat the 12th day of

June

, 2013, in the City of Nevada, Story County, Iowa.

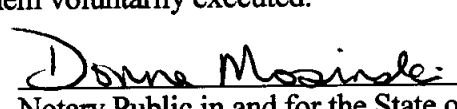
ATTEST

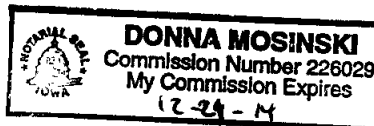

Kerin Wright, City Clerk


Andrew Kelly, Mayor

STATE OF IOWA, COUNTY OF STORY, ss:

On the 12th day of June, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **ANDREW KELLY** and **KERIN WRIGHT**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Nevada, Iowa, a municipal corporation; that said instrument was signed and contained in the Resolution adopted by the City Council of Nevada, Iowa, on the 28th day of May, 2013, and the said **ANDREW KELLY** and **KERIN WRIGHT** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.


Notary Public in and for the State of Iowa





BRICK GENTRY P.C.

ERIN M. CLANTON
ATTORNEY

T: 515-274-1450

F: 515-274-1488

Erin.Clanton@brickgentrylaw.com

ATTORNEY'S TITLE OPINION

May 15, 2013

Story County Treasurer
c/o Renee Twedt
900 6th Street
PO Box 498
Nevada, Iowa 50201

RE: Abstract & Title Services of Story County
Abstract No. ST091047-3
Legal Description: Parcel G of the W 100 acres of the SW¼ of 12-83-23

Dear Treasurer:

We have examined an abstract of title commencing with the date of government entry and ending with Entry No. 34 prepared by Abstract & Title Services of Story County. Those who prepared the last continuation of this abstract of title have certified that it reflects all matters up to November 26, 2012 at 8:00 a.m., and relating to the following property:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL G, NOW IN AND FORMING A PART OF THE CITY OF NEVADA, STORY COUNTY, IOWA; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL G AND ALONG A 10964.50 FEET RADIUS CURVE CONCAVE SOUTHERLY, A DISTANCE OF 72.09 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 74°26'22" WEST AND A CHORD LENGTH OF 72.09 FEET; THENCE NORTH 64°18'58" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL G, A DISTANCE OF 315.75 FEET; THENCE SOUTH 88°57'40" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL G, A DISTANCE OF 315.68 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL G AND ALONG A 5869.58 FEET RADIUS CURVE CONCAVE SOUTHERLY, A DISTANCE OF 272.11 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 82°01'49" WEST AND A CHORD LENGTH OF 272.09 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 1079.57 FEET; THENCE SOUTH 89°04'53" EAST, A DISTANCE OF 939.15 FEET TO THE EAST LINE OF SAID PARCEL G; THENCE SOUTH 00°00'00" EAST ALONG THE EAST

LINE OF SAID PARCEL G, A DISTANCE OF 1252.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD, CONTAINING 24.40 ACRES.

As of that date and time, we find from our examination that good and marketable title to the property described above is held by:

City of Nevada, Iowa

EXCEPT THAT, we also find certain matters which could affect the right of the titleholder. Such comments and objections are listed below:

1. **SEARCHES:** Abstract & Title Services of Story County shows personal lien searches on City of Nevada, Iowa from May 12, 2009 to November 26, 2012; and there are no other liens reported other than those reported herein.
2. **REAL ESTATE TAXES:** The property is Parcel No. 10-12-300-105, and the 2011-2012 taxes, due and payable in September 2012 and March 2013, are reported as follows:

First Installment: \$ 1,266.00 PAID
Second Installment: \$ 1,266.00 PAID

Real estate taxes for 2010-2011 and all prior years are paid.

3. **ZONING:** The property under examination is subject to the zoning ordinances of the City of Nevada, Iowa. You should contact the Planning and Zoning Office of that city to determine the exact specification for zoning purposes and to determine whether or not your proposed use is in compliance with said zoning ordinances.
4. **EASEMENTS AND COVENANTS:** The property is subject to the following easements and covenants filed in the Story County Recorder's Office:
 - a. Easements.
 1. At Entry No. 6 of the Abstract there is shown a Right of Way Agreement granted to Great Lakes Pipe Line Company dated September 22, 1930 and recorded December 1, 1930 in Book 45 at Page 457.
 2. At Entry No. 9 of the Abstract there is shown an Assignment of Rights of Way to Wood River Pipeline Company dated December 1, 1981 and recorded October 3, 1983 in Book 197 at Page 1.

Pg. 6

3. At Entry No. 12 of the Abstract there is shown an Easement for Public Highway granted to Story County, Iowa dated April 26, 1989 and recorded May 10, 1989 in Book 279 at Page 231.

4. At Entry No. 18 of the Abstract there is shown an Encroachment Agreement granted to the PR Investments, LLC dated June 23, 2003 and recorded June 26, 2003 as Inst. No. 03-12913.

5. At Entry No. 25 of the Abstract there is shown a Declaration of Access Easement granted to The Public dated May 6, 2009 and recorded May 12, 2009 and Inst. No. 09-5231.

5. **OTHER MATTERS:**

You are advised that recent federal and state laws may place certain liability and responsibility on the owner(s) of land for wells, solid waste, hazardous waste, and underground storage tanks situated on or under their real estate. These laws may impose liens against a property and personal liability against the owner, even though the owner had nothing to do with the creation of the condition and acquired the property without knowing any such condition. This opinion does not contain any representations as to the absence or presence of any of the above-described problems. You should make a diligent inquiry regarding the presence, now or in the past, of any of the above items, and you should require documented evidence. If your inquiry raises any questions about the existence of any problems in these areas, you should ascertain its environmental impact and liability for removal of same.

This opinion does not cover the following items, which do not appear in the Abstract and require a physical inspection of the property:

- (a) Location of boundary lines;
- (b) Rights or parties in possession;
- (c) Easements existing by virtue of usage; and
- (d) Compliance with local zoning ordinances.

You should ascertain that full payment has been made for any material or labor devoted to the improvement of the subject property within the last ninety (90) days in that any claim related to such may be prior to any rights acquired in the purchase of this property.

Please note that the abstract of title makes no report of special assessments unless such are certified to the County Treasurer's office. It is possible that a special assessment has been levied against the subject property, but not yet certified to the Treasurer. It is recommended that you request information from the sellers regarding any proposed improvements, which may result in a special assessment.

This opinion is prepared pursuant to Chapters 614.29 to 614.38 of the 2001 Code of Iowa, as amended; Chapter 11 of the Iowa Land Title Examinations Standards; the abstracting standards of the Iowa Land Title Association and the Forty Year Marketable Title Act.

This opinion is directed only to you and is intended solely for your use and purposes. No other persons are entitled to rely hereon.

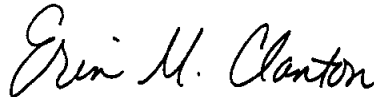
This is only a preliminary title opinion based on pencil notes and we reserve the right to re-examine the Abstract of Title when typed in permanent form before giving you our final opinion. This opinion is subject to our findings upon such re-examination.

This opinion is based solely upon an examination of the Abstract of Title and does not cover any matters outside of the Abstract of Title, even if such matters may be of public record.

We appreciate the opportunity to be of service to you in rendering this opinion. If you desire further assistance in clearing objections set forth in this opinion or in closing your real estate transaction, we would be happy to provide this additional service.

Respectfully Submitted,

BRICK GENTRY, P.C.



By: _____

Erin M. Clanton

Title Guaranty #10101

Pg. 8

WHEN RECORDED RETURN TO:

Erin M. Clanton
6701 Westown Parkway, Ste 100
West Des Moines, IA 50266

Preparer Information: Erin M. Clanton, 6701 Westown Parkway, Ste 100, West Des Moines, IA 50266 (515) 274-1450
SPACE ABOVE THIS LINE FOR RECORDER

CERTIFICATE OF TREASURER OF STORY COUNTY, IOWA

STATE OF IOWA)
) SS.
COUNTY OF STORY)

I, Renee M. Twedt, Treasurer of Story County, having examined the records of my office, in accordance with the provision of Iowa Code Section 354.11(5), pertaining to real properties as specifically described as:

Parcel "G" of the West 100.00 acres of that part of the Southwest Quarter (SW1/4) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-Three (23) West of the 5th P.M., in the City of Nevada, Story County, Iowa, lying North of the U.S. Highway #30 as shown in Plat of Survey recorded on November 21, 2008 in the office of the Story County, Iowa Recorder on Slide 342 Page 4 and recorded as Instrument No. 08-12399

which is to be known as Airport Road Plat 6 hereby certify that same is free from real estate taxes.

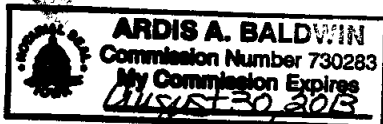
Nor are there any personal taxes due and payable against the City of Nevada, Iowa, an Iowa municipal corporation, the record titleholders of said real estate, and that the above real estate is free from all taxes and special assessments so far as the records of the Story County Treasurer, Story County, Iowa so reveal.

DATED this 13th day of June, 2013.

Renee M. Twedt, Story County

By: Jane M. Evans, Deputy
Treasurer

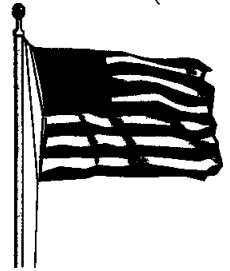
Subscribed and sworn to before me this 13 day of June, 2013.



Ardis A. Baldwin
Notary Public in and for the State of Iowa



LUCY MARTIN
Story County Auditor
and
Commissioner of Elections



Approval of Subdivision Plat Name by Story County Auditor

Date 6/25/2013

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

AIRPORT ROAD PLAT 6

Pursuant to Iowa Code §354.6(2) and §354.11(5), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed Stacie Herridge
Deputy County Auditor of Story County, Iowa



Prepared By: Erin M. Clanton, 6701 Westown Parkway, Ste 100, West Des Moines, Iowa 50266
Return To: City of Nevada, 1209 6th Street, P.O. Box 530, Nevada, Iowa 50201

RESOLUTION NO. 085 (2012/2013)

A RESOLUTION (1) ACCEPTING AND APPROVING THE PRELIMINARY AND FINAL PLAT OF AIRPORT ROAD PLAT 6, STORY COUNTY, IOWA AND (2) APPROVING THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR AIRPORT ROAD PLAT 6

WHEREAS, the City currently owns the following described real estate located within the jurisdiction of the City of Nevada, Story County, Iowa:

Parcel "G" of the West 100.00 acres of that part of the Southwest Quarter (SW1/4) of Section Twelve (12), Township Eighty-three (83) North, Range Twenty-Three (23) West of the 5th P.M., in the City of Nevada, Story County, Iowa, lying North of the U.S. Highway #30 as shown in Plat of Survey recorded on November 21, 2008 in the office of the Story County, Iowa Recorder on Slide 342 Page 4 and recorded as Instrument No. 08-12399 (the "Property")

WHEREAS, the City has a Development Agreement with Van Houweling Property, L.L.C. (the "Company"), in which the City agrees to sell the Company 24.41 acres of the above-referenced Property.

WHEREAS, the City has proposed a Preliminary and Final Plat for the Property to be known as Airport Road Plat 6.

WHEREAS, the City Council of Nevada, Iowa is required to review the Preliminary and Final Plat of said subdivision pursuant to Iowa Code §354.8.

WHEREAS, the Planning and Zoning Commission of the City of Nevada, Iowa, recommended approval of the Preliminary and Final plat of Airport Road Plat 6 on the 6th day of May, 2013.

WHEREAS, it is the opinion of the City Council of the City of Nevada, Iowa, that it is advisable and in the best interests of the City of Nevada, Iowa, and of the citizens thereof that the Preliminary and Final Plats be accepted and approved.


WHEREAS, the Declaration of Restrictions and Covenants for Airport Road Plat 6 are attached hereto as Exhibit A.

WHEREAS, the City Council of the City of Nevada, Iowa has determined that it would be in the best interests of the City of Nevada, Iowa to approve said Declaration of Restrictions and Covenants, the same being in accordance with the terms and conditions of the Nevada Zoning Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA:

1. That the Preliminary and Final Plats of Airport Road Plat 6, Story County, Iowa of Nevada, Iowa, are hereby accepted and approved for and on behalf of the City of Nevada, Iowa.
2. That the Declaration of Restrictions and Covenants for Airport Road Plat 6 are hereby approved.
3. That the City Clerk is hereby authorized and directed to cause said Final Plat and other platting documents and Declaration of Restrictions and Covenants to be recorded in the Office of the Story County, Iowa Recorder.

PASSED AND APPROVED THIS 13th day of May, 2013.



Andrew Kelly, Mayor

Attest:



Kerin Wright, City Clerk



Pg. 13

PLAT OF SURVEY

INDEX LEGEND	
LOCATION:	PARCEL "A" LOCATED ENTIRELY WITHIN LOT 2 OF AIRPORT ROAD PLAT 6 IN THE SW1/4 OF THE SW1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF NEVADA, STORY COUNTY, IOWA
PROPRIETOR:	CITY OF NEVADA
REQUESTED BY:	LARRY STEVENS - HR GREEN
PREPARED BY:	CLAPSADDLE-GARBER ASSOCIATES, INC,
RETURN TO:	16 EAST MAIN STREET, P.O. BOX 754,
TRAVIS R.	MARSHALLTOWN, IOWA 50158
STEWART, PLS	PHONE 641-752-6701
	CGA@CGACONSULTANTS.COM

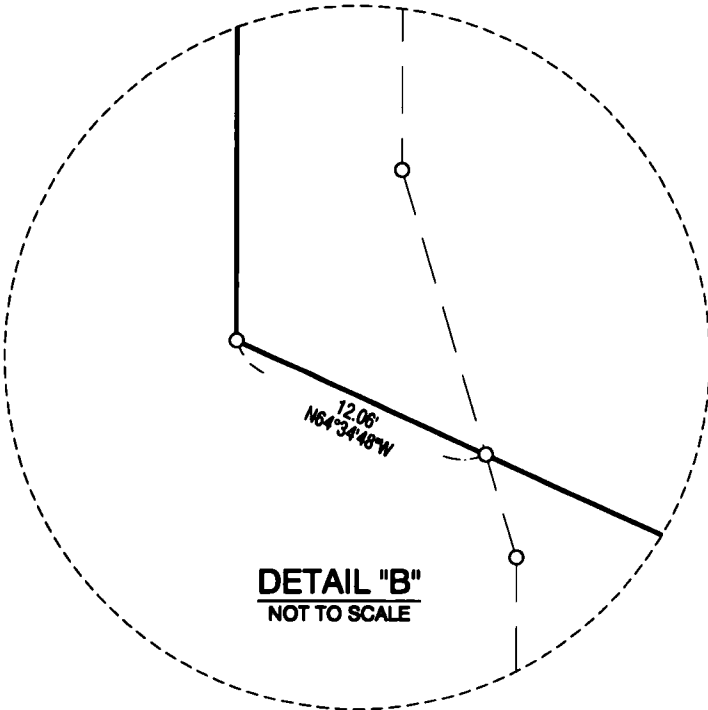
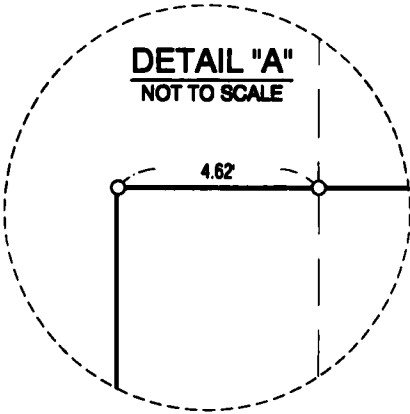
Instrument #: 2024-01931
04/01/2024 01:07:06 PM Total Pages: 2
SURV SURVEYS AND PLATS
Recording Fee \$ 12.00
Stacie Herridge, Recorder, Story County Iowa



LEGAL DESCRIPTION:

PARCEL "A" LOCATED ENTIRELY WITHIN LOT 2 OF AIRPORT ROAD PLAT 6, IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF NEVADA, STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF AIRPORT ROAD PLAT 6, AS RECORDED IN SLIDE 457, PAGE 2, IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA; THENCE SOUTH 00°22'47" EAST, 829.86 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE NORTHERLY LINE OF U.S. HIGHWAY NO. 30 PUBLIC HIGHWAY EASEMENT; THENCE NORTH 64°34'48" WEST, 903.74 FEET ALONG SAID NORTHERLY EASEMENT LINE TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°10'03" WEST, 449.48 FEET ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89°27'56" EAST, 812.10 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING, CONTAINING 11.94 ACRES TOTAL INCLUDING 0.06 ACRE OF EXISTING ROAD RIGHT OF WAY. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

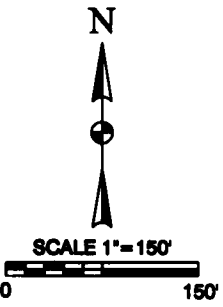


() = RECORDED AS

CITY OF NEVADA SURVEY, STORY COUNTY, IOWA

LEGEND: (MONUMENT SYMBOLS ARE ORIENTED TO THE NORTH)

FOUND	▲	PLSS CORNER (as noted)
	●	PARCEL OR LOT CORNER
SET	△	PLSS CORNER - 1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)
	○	1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)



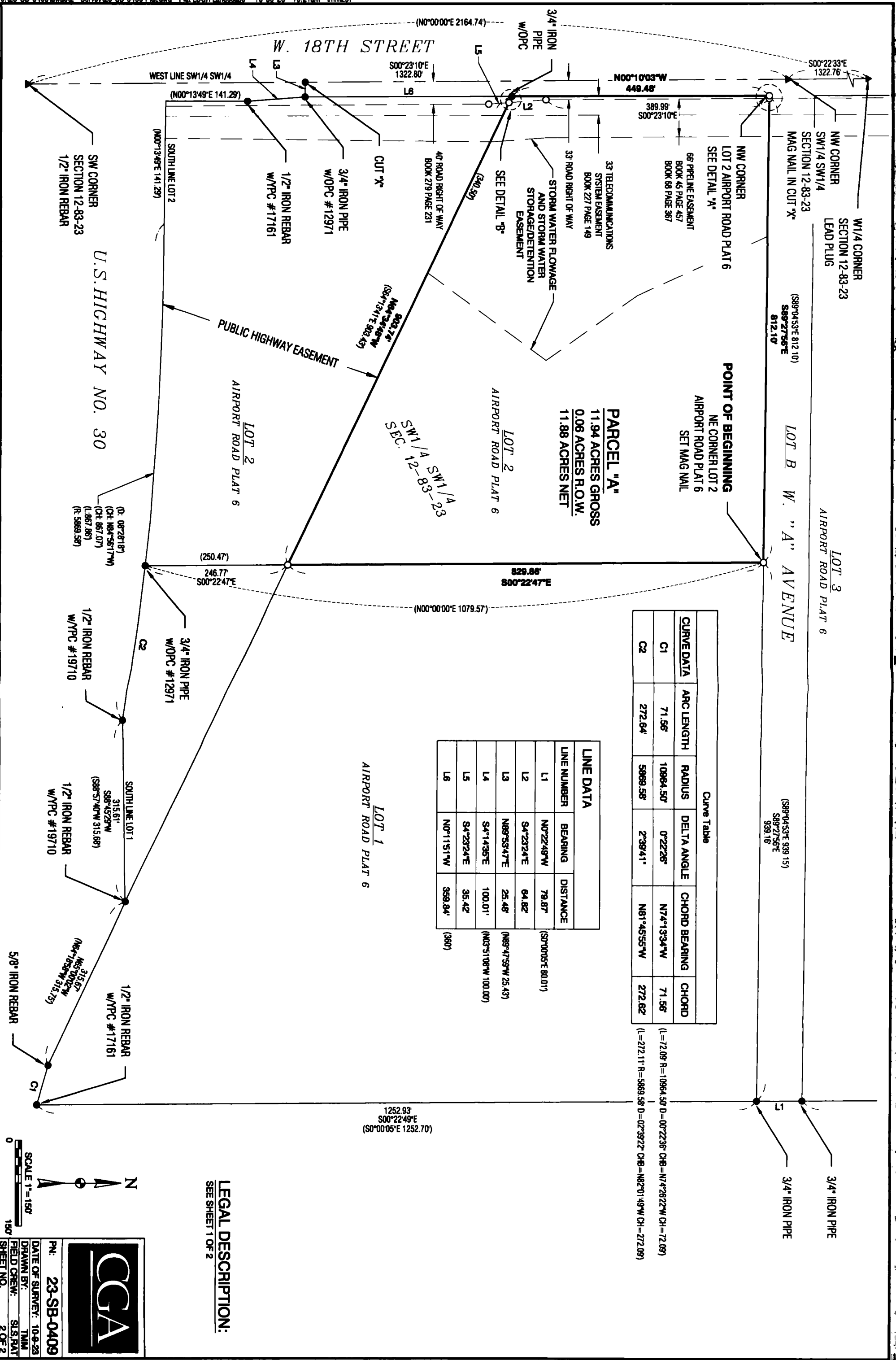
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Travis R. Stewart 12/27/2023
date

Travis R. Stewart, PLS
Iowa License Number 17162
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal: SHEETS 1-2

CGA

PN: 23-SB-0409
DATE OF SURVEY: 10-9-23
DRAWN BY: TMM
FIELD CREW: SLS,RAI
SHEET NO. 1 OF 2



Collector	Parcel Number	District	Year	Type
Story, IA	1012300305	10076	2023	Real Estate

Last Updated 3/17/2025

Owner	Owner Address	Property Address
NEVADA, CITY OF	1209 6TH ST NEVADA, IA 502011536 , IA	

[Assessment Information](#)

Legal Description

AIRPORT ROAD PLAT 6 LOT:2

Message

1246920

Assessed Value

38,200.00

First Installment

Base Due 305.00 Interest Begins 10/01/2024

Net 305.00

Payment 305.00 Paid on 8/15/2024

Total Due 0.00

Second Installment

Base Due 305.00 Interest Begins 04/01/2025

Net 305.00

Payment 305.00 Paid on 8/15/2024

Total Due 0.00

Totals

Base Due 610.00

Net 610.00

Payment 610.00

Total Due 0.00

Web Payments