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SHERRY POPE, RECORDER
IOWA COUNTY IOWA

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Prepared By: James D. Houghton, 216 Stevens Drive, P.O. Box 1147, Iowa City, Iowa, 52244 ~ (319) 341-0641

DEDICATION AND STATEMENT OF CONSENT OF EAGLE LANDING SUBDIVISION IOWA COUNTY, IOWA

Sedona Villages One, LLC does hereby certify and state that the undersigned is the owner and proprietor of the following described real estate situated in Iowa County, Iowa, to-wit:

A PORTION OF AUDITOR'S PARCEL 2004-61, LOCATED IN THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 81 NORTH, RANGE 9 WEST OF THE 5TH PRINCIPAL MERIDIAN, IOWA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 81 NORTH, RANGE 9 WEST OF THE 5TH PRINCIPAL MERIDIAN, IOWA COUNTY, IOWA; THENCE S00°31'38"E, ALONG THE EAST LINE OF AUDITOR'S PARCEL 2004-61, AS RECORDED IN BOOK 731 AT PAGES 51-59 IN THE RECORDS OF THE IOWA COUNTY RECORDER'S OFFICE, 509.69 FEET TO THE NORTHEAST CORNER OF AUDITOR'S PARCEL 2010-56, AS RECORDED IN BOOK 2010, AT PAGES 10622-10623 IN SAID RECORDER'S OFFICE; THENCE N86°39'35"W, ALONG THE NORTHERLY LINE OF SAID AUDITOR'S PARCEL 2010-56, A DISTANCE OF 386.07 FEET; THENCE N70°57'21"W, ALONG SAID NORTHERLY LINE, 306.10 FEET; THENCE N32°21'08"W, ALONG SAID NORTHERLY LINE, 711.18 FEET TO THE MOST NORTHERLY CORNER OF SAID AUDITOR'S PARCEL 2010-56; THENCE S41°02'50"W, ALONG SAID NORTHERLY LINE, 254.49 FEET; THENCE S24°33'55"W, ALONG SAID NORTHERLY LINE, 290.47 FEET TO THE NORTHWEST CORNER OF SAID AUDITOR'S PARCEL 2010-56; THENCE N00°40'14"W, ALONG THE WESTERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 1045.67 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 126TH STREET; THENCE N00°21'09"W, 34.30 FEET TO THE NORTHWEST CORNER OF SAID AUDITOR'S PARCEL 2004-61;

THENCE N74°26'59"E, ALONG THE NORTHERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 459.70 FEET; THENCE N74°17'18"E, ALONG SAID NORTHERLY LINE, 224.02 FEET TO THE NORTHEAST CORNER OF SAID AUDITOR'S PARCEL 2004-61; THENCE S21°39'37"E, ALONG THE NORTHEASTERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 519.22 FEET; THENCE SOUTHEASTERLY, 740.80 FEET, ALONG SAID NORTHEASTERLY LINE AND AN ARC OF A 955.37 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, WHOSE 722.38 FOOT CHORD BEARS S43°52'01"E; THENCE S00°39'39"E, 17.82 FEET TO THE POINT OF BEGINNING, CONTAINING 27.70 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

The subdivision of said real estate as it appears on the plat of Eagle Landing Subdivision, Iowa County, Iowa, is with the free consent and in accordance with the desire of the undersigned proprietor.

The streets, and public improvements, if any, shown in said subdivision are hereby dedicated to the public, provided by Chapter 354, Code of Iowa.

IN WITNESS WHEREOF, the proprietor has caused these presents to be signed on this 25th day of July, 2016.

SEDONA VILLAGES ONE, LLC

By: _____
Michael T. Sandersfeld, Member/Manager

By: _____
Nicholas P. Grimm, Member/Manager

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on 25th day of July, 2016 by Michael T. Sandersfeld as Member/Manager of Sedona Villages One, LLC.

JAMES D HOUGHTON
Commission Number 120562
My Commission Expires
May 7, 2017

_____
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on 25th day of July, 2016 by Nicholas P. Grimm as Member/Manager of Sedona Villages One, LLC.

JAMES D HOUGHTON
Commission Number 120562
My Commission Expires
May 7, 2017

_____
Notary Public in and for the State of Iowa

Document Prepared By: James D. Houghton #2472, 216 Stevens Drive, P.O. Box 1147, Iowa City, Iowa, 52244 ~ (319) 341-0641
Return Document to: James D. Houghton, POB 1147, Iowa City, IA 52244-1147

CERTIFICATE OF ATTORNEY
EAGLE LANDING SUBDIVISION
IOWA COUNTY, IOWA

I, James D. Houghton, a regular practicing attorney in Iowa City, Johnson County, Iowa, do hereby certify that I have examined an abstract to the following described real estate designated as Eagle Landing Subdivision, Iowa County, Iowa, to wit:

A PORTION OF AUDITOR'S PARCEL 2004-61, LOCATED IN THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 81 NORTH, RANGE 9 WEST OF THE 5TH PRINCIPAL MERIDIAN, IOWA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 81 NORTH, RANGE 9 WEST OF THE 5TH PRINCIPAL MERIDIAN, IOWA COUNTY, IOWA; THENCE S00°31'38"E, ALONG THE EAST LINE OF AUDITOR'S PARCEL 2004-61, AS RECORDED IN BOOK 731 AT PAGES 51-59 IN THE RECORDS OF THE IOWA COUNTY RECORDER'S OFFICE, 509.69 FEET TO THE NORTHEAST CORNER OF AUDITOR'S PARCEL 2010-56, AS RECORDED IN BOOK 2010, AT PAGES 10622-10623 IN SAID RECORDER'S OFFICE; THENCE N86°39'35"W, ALONG THE NORTHERLY LINE OF SAID AUDITOR'S PARCEL 2010-56, A DISTANCE OF 386.07 FEET; THENCE N70°57'21"W, ALONG SAID NORTHERLY LINE, 306.10 FEET; THENCE N32°21'08"W, ALONG SAID NORTHERLY LINE, 711.18 FEET TO THE MOST NORTHERLY CORNER OF SAID AUDITOR'S PARCEL 2010-56; THENCE S41°02'50"W, ALONG SAID NORTHERLY LINE, 254.49 FEET; THENCE S24°33'55"W, ALONG SAID NORTHERLY LINE, 290.47 FEET TO THE NORTHWEST CORNER OF SAID AUDITOR'S PARCEL 2010-56; THENCE N00°40'14"W, ALONG THE WESTERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 1045.67 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF

126TH STREET; THENCE N00°21'09"W, 34.30 FEET TO THE NORTHWEST CORNER OF SAID AUDITOR'S PARCEL 2004-61; THENCE N74°26'59"E, ALONG THE NORTHERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 459.70 FEET; THENCE N74°17'18"E, ALONG SAID NORTHERLY LINE, 224.02 FEET TO THE NORTHEAST CORNER OF SAID AUDITOR'S PARCEL 2004-61; THENCE S21°39'37"E, ALONG THE NORTHEASTERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 519.22 FEET; THENCE SOUTHEASTERLY, 740.80 FEET, ALONG SAID NORTHEASTERLY LINE AND AN ARC OF A 955.37 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, WHOSE 722.38 FOOT CHORD BEARS S43°52'01"E; THENCE S00°39'39"E, 17.82 FEET TO THE POINT OF BEGINNING, CONTAINING 27.70 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

It is hereby certified that fee simple title to said real estate is in Sedona Villages One, LLC subject to a Mortgage to Hills Bank and Trust Company dated April 5, 2016, recorded April 7, 2016 in Book 2016, Page 3395-3402, Records of Iowa County, Iowa.

DATED this 22nd day of July, 2016.

James D. Houghton
216 Stevens Drive, Iowa City, IA 52240

Document Prepared By: James D. Houghton #2472, 216 Stevens Drive, P.O. Box 1147, Iowa City, Iowa, 52244 ~ (319) 341-0641
Return Document to: James D. Houghton, POB 1147, Iowa City, IA 52244-1147

CERTIFICATE OF COUNTY AUDITOR
EAGLE LANDING SUBDIVISION
IOWA COUNTY, IOWA

KNOWN ALL MEN BY THESE PRESENTS:

I, Jessica Stohlmann, hereby certify that I am the duly elected, qualified and acting Auditor of Iowa County, Iowa.

The name of Eagle Landing Subdivision, Iowa County, Iowa, is sufficiently succinct and unique and may be used for the name of a subdivision in Iowa County, Iowa, (plat being attached hereto) under Section 354.6(2), Code of Iowa.

Signed this 8th day of August, 2016.

Jessica J Stohlmann

Jessica Stohlmann
Iowa County Auditor

Executed under the Seal of the Auditor of Iowa County, Iowa.

SEAL OF THE COUNTY OF IOWA
IOWA
IOWA

Document Prepared By: James D. Houghton #2472, 216 Stevens Drive, P.O. Box 1147, Iowa City, Iowa, 52244 ~ (319) 341-0641
Return Document to: James D. Houghton, POB 1147, Iowa City, IA 52244-1147

SUBDIVIDER'S AGREEMENT

RE: EAGLE LANDING SUBDIVISION, IOWA COUNTY, IOWA

THIS AGREEMENT, is made and entered into between Sedona Villages One, LLC, hereinafter called "the Subdivider", and Iowa County, Iowa, hereinafter called "County":

WITNESSETH:

IN CONSIDERATION OF the County approving the final plat of the subdivision to be known as Eagle Landing Subdivision Iowa County, Iowa, the Subdivider acknowledges, agrees, and states as follows:

1. The Subdivider is the owner of all of the real estate within the perimeter boundaries of Eagle Landing Subdivision Iowa County, Iowa.

2. The Subdivider agrees that Eagle Landing Subdivision Iowa County, Iowa, will be developed as specifically set forth in the final plat of Eagle Landing Subdivision Iowa County, Iowa, including street construction, utility easement placement, as well as all of the other characteristics of development set forth in said final plat. The Subdivider agrees to construct the streets pursuant to the plans of MMS Consultants Inc., approved by the Iowa County Engineer and all in accordance with the street standards of Iowa County. The County agrees when said streets have been installed to the satisfaction of the County, it will accept said streets by duly adopted Resolution.

3. The Subdivider further states that any and all wells and self-contained sanitary sewer systems will be installed pursuant to the specifications and requirements of Iowa County, Iowa.

4. Subdivider, or its successors in interest, agrees to grant the County an easement for access for any County officer acting in the course of his or her official duties.

5. Prior to any owner of a lot within the subdivision obtaining a building permit, the County may require site specific soil erosion control measures to be adopted by the owner of said lot and approved by the County.

Signed this 25th day of July, 2016.

IOWA COUNTY, IOWA

By: _____
_____, Chairperson
Iowa County Board of Supervisors

SUBDIVIDER

By: Michael T. Sandersfeld
Michael T. Sandersfeld, Member/Manager
Sedona Villages One, LLC

By: _____
Nicholas P. Grimm, Member/Manager
Sedona Villages One, LLC

SEAL OF THE COUNTY OF IOWA IOWA IOWA

ATTEST:

Jessica J Stahlmann
County Auditor

STATE OF IOWA, COUNTY OF JOHNSON) ss:

This instrument was acknowledged before me of this 25th day of July, 2016, by Michael T. Sandersfeld, as Member/Manager of Sedona Villages One, LLC.

NOTARIAL SEAL IOWA
JAMES D HOUGHTON
Commission Number 120562
My Commission Expires
May 7, 2017

_____
Notary Public In and For the State of Iowa

STATE OF IOWA, COUNTY OF JOHNSON) ss:

This instrument was acknowledged before me of this 25th day of July, 2016, by Nicholas P. Grimm, as Member/Manager of Sedona Villages One, LLC.

NOTARIAL SEAL IOWA
JAMES D HOUGHTON
Commission Number 120562
My Commission Expires
May 7, 2017

_____
Notary Public In and For the State of Iowa

STATE OF IOWA, COUNTY OF IOWA) ss:

On this 19th day of ~~July~~ August 2016, before me, the undersigned, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared Ray Garringer, Chairperson of the Board of Supervisors of Iowa County, Iowa, and Jessica J Stahlmann, County Auditor of said County, each being to me personally known to be the identical persons and officers named in the foregoing instrument, who executed the same under and by virtue of authority vested in them by the Board of Supervisors of Iowa County, Iowa, and each for himself/herself acknowledged the execution thereof to be his/her voluntary act and deed for purposes herein expressed.

NOTARIAL SEAL IOWA
CINDY DELANEY
Commission Number 762793
My Commission Expires
4-27-2019

_____
Notary Public in and for said County and State

Document Prepared By: James D. Houghton #2472, 216 Stevens Drive, P.O. Box 1147, Iowa City, Iowa, 52244 ~ (319) 341-0641
Return Document to: James D. Houghton, POB 1147, Iowa City, IA 52244-1147

RESOLUTION NO. 2016-8-16

RESOLUTION APPROVING THE FINAL PLAT AND SUBDIVIDER'S AGREEMENT OF EAGLE LANDING SUBDIVISION, IOWA COUNTY, IOWA.

WHEREAS, Sedona Villages One, LLC, has filed application _____ for approval of a final plat of Eagle Landing Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF IOWA COUNTY, IOWA:

1. That said plat be approved.
2. That the streets shown on the Subdivision Plat are not accepted at this time. At such time as the streets are constructed to the satisfaction of the County the streets will be accepted by separate County Resolution.
3. That the Chairperson be directed to sign said plat and Subdivider's Agreement.
4. This Resolution requires the recording of the following documents:

A. Resolution & Documents:
Dedication and Statement of Consent of Owner.
Certificate of Attorney.
Certificate of County Auditor.
Certificate of County Treasurer.
Subdivider's Agreement.
Covenant Concerning Fences.
Consent of Mortgagee.
Restrictive Covenants.
B. Subdivision Plat (5)

It was moved by Pope, and seconded by Walter, the Resolution be adopted.

AYES	NAYS	ABSENT	ABSTAIN	NAME
X				Garringer
X				Walter
X				Heitshusen
X				Pope
		X		Gahring

Date this 19 day of August, 2016

Chairperson
Board of Supervisors

ATTEST:

Jessica J Stohlmann, Auditor
Iowa County, Iowa

Document Prepared By: James D. Houghton #2472, 216 Stevens Drive, P.O. Box 1147, Iowa City, Iowa, 52244 ~ (319) 341-0641
Return Document to: James D. Houghton, POB 1147, Iowa City, IA 52244-1147

CERTIFICATE OF TREASURER
EAGLE LANDING SUBDIVISION
IOWA COUNTY, IOWA

STATE OF IOWA, IOWA COUNTY, ss:

I, Michelle Sims, hereby certify that I am the County Treasurer of Iowa County, Iowa, and that the property described as follows, to-wit:

A PORTION OF AUDITOR'S PARCEL 2004-61, LOCATED IN THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 81 NORTH, RANGE 9 WEST OF THE 5TH PRINCIPAL MERIDIAN, IOWA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 81 NORTH, RANGE 9 WEST OF THE 5TH PRINCIPAL MERIDIAN, IOWA COUNTY, IOWA; THENCE S00°31'38"E, ALONG THE EAST LINE OF AUDITOR'S PARCEL 2004-61, AS RECORDED IN BOOK 731 AT PAGES 51-59 IN THE RECORDS OF THE IOWA COUNTY RECORDER'S OFFICE, 509.69 FEET TO THE NORTHEAST CORNER OF AUDITOR'S PARCEL 2010-56, AS RECORDED IN BOOK 2010, AT PAGES 10622-10623 IN SAID RECORDER'S OFFICE; THENCE N86°39'35"W, ALONG THE NORTHERLY LINE OF SAID AUDITOR'S PARCEL 2010-56, A DISTANCE OF 386.07 FEET; THENCE N70°57'21"W, ALONG SAID NORTHERLY LINE, 306.10 FEET; THENCE N32°21'08"W, ALONG SAID NORTHERLY LINE, 711.18 FEET TO THE MOST NORTHERLY CORNER OF SAID AUDITOR'S PARCEL 2010-56; THENCE S41°02'50"W, ALONG SAID NORTHERLY LINE, 254.49 FEET; THENCE S24°33'55"W, ALONG SAID NORTHERLY LINE, 290.47 FEET TO THE NORTHWEST CORNER OF SAID AUDITOR'S PARCEL 2010-56; THENCE N00°40'14"W, ALONG THE WESTERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 1045.67 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 126TH STREET; THENCE N00°21'09"W, 34.30 FEET TO THE

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and shown on the plat attached hereto and known and designated as Eagle Landing Subdivision, Iowa County, Iowa, is free from all taxes.

Dated this 10th day of August, 2016.

Michelle Sims

Michelle Sims, Treasurer

IOWA COUNTY SEAL IOWA

Parcel 1017-0404-6

Document Prepared By: James D. Houghton #2472, 216 Stevens Drive, P.O. Box 1147, Iowa City, Iowa, 52244 ~ (319) 341-0641
Return Document to: James D. Houghton, POB 1147, Iowa City, IA 52244-1147

CONSENT OF MORTGAGEE

Hills Bank and Trust Company, Hills, Iowa, as holder of the following Mortgages:

Mortgage given by Sedona Villages One, LLC to Hills Bank and Trust Company, dated April 5, 2016, recorded April 7, 2016, in Book 2016, Pages 3395-3402, Records of Iowa County, Iowa, to secure a note in the original amount of $210,000.00, and secures credit in the amount of $280,000.00.

hereby consents to a subdivision known as Eagle Landing Subdivision, an Addition to Iowa County, Iowa, and states that the subdivision plat is prepared with its free consent and in accordance with its desire, all as required by Iowa Code Section 354.11(2).

Dated this 7th day of June, 2016.

HILLS BANK AND TRUST COMPANY

By: _____
Dean J. Stockman, SVP

By: _____
Tim D. Finer, SVP

STATE OF IOWA, COUNTY OF JOHNSON)ss:

This record was acknowledged before me on June 7, 2016,
by Dean J. Stockman
as Senior Vice President
of Hills Bank and Trust Company.

RENEE HARNED
Commission Number 728012
My Commission Expires
4/19/19

Renee Harned
Signature of Notary Public

STATE OF IOWA, COUNTY OF JOHNSON)ss:

This record was acknowledged before me on June 7, 2016,
by Tim D. Finer
as Senior Vice President
of Hills Bank and Trust Company.

RENEE HARNED
Commission Number 728012
My Commission Expires
4/19/19

Renee Harned
Signature of Notary Public

Prepared by and Return to: Sedona Villages One, LLC – c/o Mike Sandersfeld, 2705 F. Street, Amana, IA 52203

PROTECTIVE COVENANTS AND RESTRICTIONS FOR EAGLE LANDING, IOWA COUNTY, IOWA ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK ____ PAGE ____, OF THE RECORDS OF IOWA COUNTY, IOWA

The undersigned, being the Owner and Developer (hereinafter "Owner/Developer") of all land within the perimeter boundaries of the subdivision to Iowa County, Iowa, known as Eagle Landing, according to the Final Plat thereof recorded in Plat Book ____, Page ____, of the Records in the office of the County Recorder of Iowa County, Iowa (hereafter the "Subdivision"), for the mutual benefit of those persons who may purchase any of the numbered lots in said subdivision now owned by the undersigned, hereby impose the following covenants and restrictions on each numbered lot in the Subdivision, which shall be binding upon all the present and future Owners of each and every numbered lot or portion thereof in the Subdivision as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

Unless otherwise indicated, all references to "Lots" or "Lot" in these covenants refers to numbered lots or a numbered lot in the Subdivision; and all references to "Owner" or "Owners" refers to the owner or owners of Lots in the subdivision.

ARTICLE I - USE AND BUILDING RESTRICTIONS

1.1. All lots shall be used only for single-family residential purposes and no structure shall be erected on any Lot other than one single-family dwelling not exceeding two (2) stories except for tri-level (split-level) houses are acceptable. The design of any house shall be in harmony with existing residential structures in the subdivision and shall be subject to approval by the Developer.

1.2. The following provisions shall be applicable to construction on the Lots:

A. No Lot shall be subdivided to create additional building Lots.

B. Single family dwellings that have one floor and a basement (i.e. a ranch floor plan) shall have a minimum ground floor living area of one thousand six hundred (1,600) square feet above ground; Single family dwellings that have one and a half stories shall have a minimum ground floor living area of one thousand seven hundred (1,700) square feet above ground; Single Family dwellings that have a split level shall have a minimum ground floor living area of one thousand seven hundred (1,700) square feet above ground; Single family dwellings that have two stories or two stories and a basement shall have a ground floor living area of at least one thousand nine hundred (1,900) square feet above ground. For these purposes, basements, garages, breezeways, screened porches, open porches or decks shall not be included

in the computation of square footage of living area above ground. The "ground floor living area" is the first level above the below grade basement or crawl space.

C. No mobile or modular homes shall be placed on the lots. All construction of residential homes shall be "stick built" on the property. All houses shall have, at a minimum, a two-stall attached garage.

D. Outbuildings and accessory buildings are allowed provided they don't exceed 30' x 40' and match the exterior elevation finishes of the single family dwelling.

E. No building shall be constructed nearer than twenty-five (25) feet from the front lot line, or nearer than twelve (12) feet from any side lot line.

F. Exterior surfaces of the front of a dwelling shall be constructed of no less than twenty-five percent (25%) brick or stone.

G. No fences may be installed at any time without the pre-approval of the Developer in accordance with the paragraphs H and I in Section 1.2 herein.

H. Prior to pursuing a detailed design and building plans for the initial construction of a dwelling on any Lot, the Owner(s) or Owner's representative shall submit to the Developer for approval the intended building site and tentative footprint and location of the dwelling thereon. The purpose of this review is to assure an appropriate location of the dwelling on the Lot in light of infrastructure requirements and the overall welfare of the Owners of other Lots in the Subdivision. The Developer shall approve or disapprove the application within a period often (10) days after receipt of fully submitted documents, and in the event of disapproval shall specify the exact reasons therefor and otherwise reasonably cooperate to enable the Lot Owner to address the concerns and to modify the submittals in order to obtain approval. Any disapproval shall be for reasonable cause, it being the intent of this review to allow site locations that are appropriate in light of the features of a particular Lot, that will enhance the aesthetics of the Subdivision, and that will maintain or improve the value or nearby properties.

I. Prior to any construction of either (i) the initial structure and associated improvements or (ii) future structures and exterior improvements (i.e. additions, renovations, added features, etc. affecting the exterior appearance of the structure or other exterior features), detailed plans and specifications for the proposed structures/improvements shall be submitted to the Developer for approval. In addition to plans and specifications for structures, the submitted material shall show the location and type of fences, parking areas, plantings, landscaping, sewer facilities, utilities, and other relevant matters, including the location on the Lot of all proposed improvements and features, the materials to be used, the exterior color scheme proposed, and a storm water protection/erosion control plan to be implemented during construction. The application shall also set forth a time schedule for construction of improvements. The Developer or his designee shall in writing approve or disapprove the application within a period of (10) days after receipt of all of the above submittals, and in the event of disapproval, shall specify the exact reasons therefor to enable the applicant to correct the plans and specifications in order to obtain approval. Disapproval shall be for substantial cause, it being the intent of this review process to permit dwellings and associated improvements that will enhance the aesthetics of the subdivision and maintain or improve property values. If after the approval of plans and specifications by the Developer no material work commences on the approved plans and specifications within two, then unless the Developer has extended the period of approval in writing, the Owner shall be required to resubmit the plans and specifications for approval according to the forgoing process. In the event that during the course of construction a material modification is to be made to an approved plan, then prior to such modification the plans and specifications therefor shall be submitted for approval to the Developer in accordance with the forgoing process. Changes to the interior that do not affect

the exterior of the structure or any other exterior improvements are not deemed to be material modifications of the plans and specifications.

J. Construction of dwellings and associated improvements shall begin no later than eighteen months (18) after the date shown on the deed under which the lot was conveyed by the Developer. Lots must be maintained (grass cut) and presentable prior to construction. Construction of a residence must be completed and ready for occupancy no later than one (1) year after the approval of the plans by the Developer.

K. All general and subcontractors performing work on any of the lots that comprise the Property shall be fully insured with liability, workmen's compensation and builders risk insurance.

L. It is the responsibility of the lot owner to contact all necessary utility providers, arrange service, and make payment of any required fees.

M. Applicable regulations of county and state ordinances, laws and regulations pertaining to building, development, septic systems and the like shall be fully observed except to the extent that these covenants provide for more onerous requirements, in which case these more onerous requirements of these covenants shall control. The Developer's approval of any plans and specifications is not intended and should not be construed as an indication that such plans and specifications meet the applicable legal requirements. Lot Owners are solely responsible for determining the legal requirements applicable to their dwelling and improvements and for fully satisfying such requirements at their expense.

N. Other than requirements of applicable zoning ordinances, development codes, building codes, state laws, and the Subdivider's Agreement entered into with Iowa County in connection with the approval of the Subdivision, the Developer may consent to variances in or waive any of the preceding building regulations to prevent hardship, to avoid unintended results, to permit alternative designs and materials that do not detract from the aesthetics of the Subdivision, and for any other reason deemed reasonable to the Developer.

O. The location of dwellings, improvements and septic absorption fields shall generally conform to the location for such items as prescribed on the approved preliminary plat of the Subdivision, unless approvals for alternate locations are first obtained from (i) all governmental authorities having jurisdiction over such matters, and (ii) the Developer. The design, installation, operation, maintenance, periodic cleaning, repair and replacement of individual septic systems for each Lot shall fully conform to all then applicable laws and regulations of all governmental authorities having jurisdiction over such matters. Each Lot Owner shall be responsible for such compliance and all associated costs. If any individual septic system on a Lot causes pollution, leaks or otherwise creates offensive odors or other nuisances or unsightly conditions, the Owner of such Lot shall correct said condition as promptly as possible and in any event within thirty (30) days after being notified in writing of such matter by the Association, the Developer or any person having an interest in any Lot in the Subdivision. Individual septic systems shall at the Owner's expense be cleaned on a regular basis in conformance with the requirements of all then applicable laws and regulations of all governmental authorities having jurisdiction over such matters. At reasonable intervals the Association may require all Lot Owners to submit reports of a certified inspector establishing their individual septic system's compliance with applicable requirements. Additionally, all sanitary, kitchen and other drains shall be installed, operated, maintained, repaired and replaced in full compliance with all then applicable laws and regulations of all governmental authorities having jurisdiction over such matters.

P. The Property is subject to these Covenants, Iowa County, Iowa, and to all local, State and national building codes, electrical codes, plumbing codes, and heating/ventilation and air conditioning codes.

Q. Erosion control measure (silt sock or silt fencing) shall be in place down grade of any and all disturbed areas to keep all soil erosion contained on the property.

R. All areas disturbed during construction must be seeded within the first growing season following the completion of construction. Any field tile disturbed by excavation must be repaired to its pre-construction condition.

S. No temporary structure, trailer, motor home, shed, shack, tent, basement, or other similar structure shall be place on the lot to be used as a temporary residence during construction and prior to the occupancy of the residence.

T. Lots shall be kept free and clear of excessive construction debris and shall have construction dumpsters and portable restroom facilities during the construction process.

U. Streets shall be maintained during the construction process so that mud, dirt, debris, equipment, waste materials, and other items are picked up each night and that the streets are not blocked in an unreasonable way during construction.

V. Best efforts shall be given to ensure that the construction site is kept safe and secure during construction. Warning signs and temporary fencing shall be installed as needed to create and maintain a safe job site.

W. Best efforts shall be given so that construction noise does not occur prior to 7:00 a.m., or after 8:00 p.m., during the period of construction.

X. Best efforts shall be given not to damage or obstruct neighboring lots and surrounding property during initial excavation work and following throughout the period of construction.

Y. The property shall be kept free of weeds, trash or rubbish before, during and after construction.

1.3. The following restrictions shall be applicable to the use of all Lots within the subdivision:

A. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa shall be permitted and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to this subdivision.

B. There shall be a limitation of no more than two (2) dogs per dwelling and no farm livestock or poultry shall be kept on the property. Dogs shall be kept under control of owners by leash, "underground fence" or fencing. Additionally, all property Owners are responsible for owning, controlling and maintaining their pets in compliance with all applicable laws and otherwise in such a manner as not to constitute a hazard or nuisance for other Lot Owners, guests and invitees.

C. No vehicle larger than a One (1) ton truck shall be maintained or parked outside for more than two (2) consecutive days. No vehicles or machinery not in proper operating condition shall be parked or stored outside for an extended period of time.

D. Fencing material of property line boundaries must be of wood. No chain link fence shall be allowed as a perimeter fence. Chain link fence for pets or children must not enclose more than one thousand (1,000) square feet.

E. Above ground pools are not allowed.

F. The Owner of any structures or other improvements damaged or destroyed by fire, wind, storm, vandalism or act of God shall, as promptly as reasonably possible thereafter but in no event more than ninety (90) days, commence restoration or reconstruction of said structures or improvements, and such work shall be completed as promptly as reasonably possible but in no event, from the date of damage or destruction, more than 12 months for damage or partial destruction of less than 75% of the value of the improvements, or no more than 18 months for damage or destruction of 75% or more of the value of the improvements. If the Owner fails to commence the removal of debris within the ninety (90) day time frame and thereafter diligently complete such removal, then upon ten (10) days written notice the Association may enter upon the property and remove the debris, and any expense incurred therefor shall become an assessment on the Owner(s) of such property and a lien thereon enforceable by the Association in accordance with these covenants and the Association's Bylaws. The timeframes for compliance may be extended in writing by the Developer for good cause.

G. A perpetual easement is reserved as stated herein and as shown by the recorded plat for utility installation and maintenance.

H. No overhead utilities including but not limited to cable, electric, television antenna cable or phone lines shall be allowed. All utilities shall be underground, including services to outbuildings.

I. Each lot owner must obtain and keep current a septic permit from the Iowa County Sanitarian.

ARTICLE II - GENERAL COVENANTS

2.1 Any approval, consent, extension or waiver of the Developer required under these covenants shall be obtained in advance and shall be in writing. Any approval, consent, extension or waiver of the Developer required or permitted under these covenants shall include approval, consent, extension or waiver from Sedona Villages One, LLC, or from a person, firm, trust or entity designated in writing by Sedona Villages One, LLC.

2.2 These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty-one (21) years, after recording, at which time said covenants shall terminate unless by a vote of the majority of the then Owners of the Subdivision Lots it is agreed to keep said covenants from terminating under the provisions of Section 614.24, Code of Iowa, by filing the necessary claim in the manner set forth in Section 614.25, Code of Iowa.

2.3 If any Owner of a Lot in the Subdivision shall violate or attempt to violate any provision of these covenants, it shall be lawful for any other Lot Owner in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent said person or persons from so doing or to recovery of damages or other remedies for such violation.

2.4 Notwithstanding any provision of these covenants to the contrary, for so long as Developer owns any lot or any part of the real estate, Developer may amend this Protective Covenants and Restrictions by an instrument in writing filed and recorded in the records of Iowa County, Iowa, without the approval of any owner of any lot or part of the real estate. Provided, however that (i) in the event that such amendment materially alters or changes any owners and/or occupants right to the use and enjoyment of such owners and/or occupants lot or if such amendment adversely effects the title to any lot or part of the real estate,

such amendment shall be valid only upon the approval thereof by all owners and/or occupants affected thereby and (ii) in the event that such amendment adversely affects the security, title and interest of any mortgagee, such amendment shall be valid only upon the approval thereof by all mortgagees affected thereby. Each owner, by acceptance of a deed or other conveyance to a lot or part of the real estate, agrees to be bound by such amendments as are permitted by this section and further agrees that, if requested to do so by Developer, such owner will consent to the amendment of this Protective Covenants and Restrictions or any other instruments related to the relating to the real estate: (i) if such amendment is necessary to bring any provisions hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or ordinance or any judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable the Iowa Finance Authority or any reputable title insurance company to issue title insurance coverage with respect to any lot subject to this Protective Covenants and Restrictions; and (iii) if such amendment is necessary to correct a scrivener's error in the drafting of this Protective Covenants and Restrictions.

Dated this 8th day of August, 2016.

Developer/Owner of all Lots in Eagle Landing, Iowa County, Iowa

Sedona Villages One, LLC

By: _____
Michael T. Sandersfeld, Manager/Member

By: _____
Nicholas P. Grimm, Member/Manager

STATE OF IOWA, COUNTY OF JOHNSON)ss:

This record was acknowledged before me on June 10th, 2016,
by Michael T. Sandersfeld
as Manager/Member
of Sedona Villages One, LLC.

JACQUELINE MAHER
Notary Public
Commission No. 774752 2018
My Commission Expires September 11, ____

_____
Signature of Notary Public

STATE OF IOWA, COUNTY OF JOHNSON)ss:

This record was acknowledged before me on June 10th, 2016,
by Nicholas P. Grimm
as Manager/Member
of Sedona Villages One, LLC.

_____
Signature of Notary Public

JACQUELINE MAHER
Notary Public
Commission No. 774752 2018
My Commission Expires September 11, ____

Prepared By: James D. Houghton, 216 Stevens Drive, POB 1147, Iowa City, IA 52244 ~ (319) 341-0641
Return Document: James D. Houghton, P. O. Box 1147, Iowa City, IA 52244-1147

COVENANT CONCERNING FENCES
EAGLE LANDING
IOWA COUNTY, IOWA

The undersigned, Sedona Villages One, LLC, (hereinafter referred to as "Sedona Villages One, LLC"), is the owner of a tract of land located in Iowa County, Iowa, to-wit:

A PORTION OF AUDITOR'S PARCEL 2004-61, LOCATED IN THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 81 NORTH, RANGE 9 WEST OF THE 5TH PRINCIPAL MERIDIAN, IOWA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 81 NORTH, RANGE 9 WEST OF THE 5TH PRINCIPAL MERIDIAN, IOWA COUNTY, IOWA; THENCE S00°31'38"E, ALONG THE EAST LINE OF AUDITOR'S PARCEL 2004-61, AS RECORDED IN BOOK 731 AT PAGES 51-59 IN THE RECORDS OF THE IOWA COUNTY RECORDER'S OFFICE, 509.69 FEET TO THE NORTHEAST CORNER OF AUDITOR'S PARCEL 2010-56, AS RECORDED IN BOOK 2010, AT PAGES 10622-10623 IN SAID RECORDER'S OFFICE; THENCE N86°39'35"W, ALONG THE NORTHERLY LINE OF SAID AUDITOR'S PARCEL 2010-56, A DISTANCE OF 386.07 FEET; THENCE N70°57'21"W, ALONG SAID NORTHERLY LINE, 306.10 FEET; THENCE N32°21'08"W, ALONG SAID NORTHERLY LINE, 711.18 FEET TO THE MOST NORTHERLY CORNER OF SAID AUDITOR'S PARCEL 2010-56; THENCE S41°02'50"W, ALONG SAID NORTHERLY LINE, 254.49 FEET; THENCE S24°33'55"W, ALONG SAID NORTHERLY LINE, 290.47 FEET TO THE NORTHWEST CORNER OF SAID AUDITOR'S PARCEL 2010-56; THENCE N00°40'14"W, ALONG THE WESTERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 1045.67 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 126TH STREET; THENCE N00°21'09"W, 34.30 FEET TO THE

NORTHWEST CORNER OF SAID AUDITOR'S PARCEL 2004-61; THENCE N74°26'59"E, ALONG THE NORTHERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 459.70 FEET; THENCE N74°17'18"E, ALONG SAID NORTHERLY LINE, 224.02 FEET TO THE NORTHEAST CORNER OF SAID AUDITOR'S PARCEL 2004-61; THENCE S21°39'37"E, ALONG THE NORTHEASTERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 519.22 FEET; THENCE SOUTHEASTERLY, 740.80 FEET, ALONG SAID NORTHEASTERLY LINE AND AN ARC OF A 955.37 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, WHOSE 722.38 FOOT CHORD BEARS S43°52'01"E; THENCE S00°39'39"E, 17.82 FEET TO THE POINT OF BEGINNING, CONTAINING 27.70 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

WHEREAS, Sedona Villages One, LLC is in the process of subdividing said tract of land (Eagle Landing Subdivison, Iowa County, Iowa),

and,

WHEREAS, The undersigned do impose the following covenant concerning fences on the above described properties which shall be deemed to run with the land:

1) If a fence is ever required between a lot owner within the Subdivision and adjacent owners, then it shall be the responsibility of the lot owner or their successor in interest to construct, repair and maintain a legal fence between the Subdivision lot and the adjacent owner.
2) Any fence built on the perimeter of the subdivision lot shall be a legal fence as defined by the Code of Iowa and sufficient to turn livestock.
3) This Agreement shall terminate as to any adjacent property owner at such time as the adjacent property is subdivided for residential purposes.
4) This covenant shall be deemed to run with the land and shall be binding upon the parties, their heirs, executors and/or assigns.

DATED this 25th day of July, 2016.

SEDONA VILLAGES ONE, LLC

By: _____
Michael T. Sandersfeld,
Member/ Manager of Sedona Villages One, LLC

By: _____
Nicholas P. Grimm,
Member/ Manager of Sedona Villages One, LLC

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This record was acknowledged before me on the 25th day of July, 2016 by **Michael T. Sandersfeld** as Member/ Manager of Sedona Villages One, LLC.

JAMES D HOUGHTON
Commission Number 120562
My Commission Expires
May 7, 2017

_____
Notary Public in and for the State of Iowa

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

This record was acknowledged before me on the 25th day of July, 2016 by **Nicholas P. Grimm** as Member/ Manager of Sedona Villages One, LLC.

JAMES D HOUGHTON
Commission Number 120562
My Commission Expires
May 7, 2017

_____
Notary Public in and for the State of Iowa

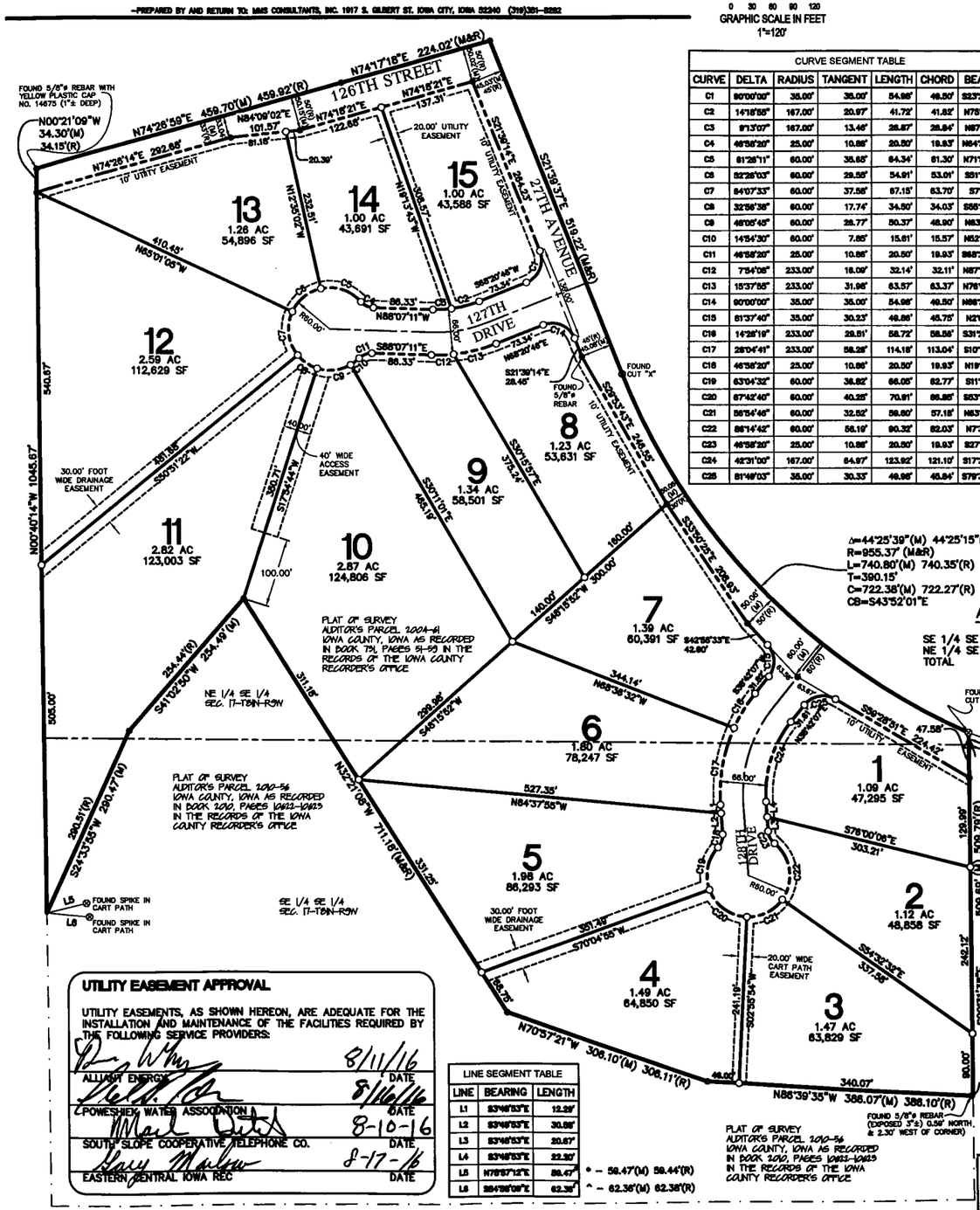
FINAL PLAT
EAGLE LANDING
IOWA COUNTY, IOWA

PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

OWNER/SUBDIVIDER:
SEDONA VILLAGES ONE, LLC
C/O MIKE SANDERSFELD
2705 F. STREET
AMANA, IOWA 52203

OWNER'S ATTORNEY:
STEVE ANDERSON
STEVE ANDERSON LAW OFFICE
568 HIGHWAY 1 WEST
IOWA CITY, IOWA 52246

--PREPARED BY AND RETURN TO: MMS CONSULTANTS, INC. 1917 S. GILBERT ST. IOWA CITY, IOWA 52240 (319)351-8282



CURVE SEGMENT TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C1	90°00'00"	35.00'	35.00'	54.98'	49.50'	S23°30'46"W
C2	14°18'55"	167.00'	20.97'	41.72'	41.62'	N78°30'14"E
C3	8°13'07"	167.00'	13.46'	26.87'	26.84'	N87°16'15"E
C4	46°58'20"	25.00'	10.88'	20.50'	19.93'	N64°38'01"W
C5	61°26'11"	60.00'	35.65'	64.34'	61.30'	N71°51'57"W
C6	52°26'03"	60.00'	29.56'	54.91'	53.01'	S51°11'57"W
C7	64°07'33"	60.00'	37.56'	67.15'	63.70'	S7°04'51"E
C8	32°56'36"	60.00'	17.74'	34.50'	34.03'	S58°36'57"E
C9	46°05'45"	60.00'	26.77'	80.37'	48.90'	N83°51'51"E
C10	14°54'30"	60.00'	7.85'	15.61'	15.57'	N52°21'44"E
C11	46°58'20"	25.00'	10.88'	20.50'	19.93'	S68°23'38"W
C12	7°54'06"	233.00'	16.09'	32.14'	32.11'	N87°56'45"E
C13	15°37'55"	233.00'	31.96'	63.57'	63.37'	N76°08'43"E
C14	90°00'00"	35.00'	35.00'	54.98'	49.50'	N66°38'14"W
C15	61°37'40"	35.00'	30.23'	46.86'	46.75'	N2°06'43"W
C16	14°28'19"	233.00'	29.51'	58.72'	58.56'	S31°28'57"W
C17	28°04'41"	233.00'	58.28'	114.18'	113.04'	S10°13'27"W
C18	46°58'20"	25.00'	10.88'	20.50'	19.93'	N19°40'17"E
C19	63°04'32"	60.00'	36.82'	66.05'	62.77'	S11°37'11"W
C20	67°42'40"	60.00'	40.25'	70.91'	66.85'	S53°46'25"E
C21	88°14'46"	60.00'	32.52'	58.80'	57.18'	N63°54'91"E
C22	88°14'42"	60.00'	58.19'	90.32'	82.03'	N7°39'53"W
C23	46°58'20"	25.00'	10.88'	20.50'	19.93'	S27°18'03"E
C24	42°31'00"	167.00'	64.97'	123.92'	121.10'	S17°26'37"W
C25	81°49'03"	35.00'	30.33'	49.98'	45.84'	S79°35'38"W

LINE SEGMENT TABLE		
LINE	BEARING	LENGTH
L1	S3°46'53"E	12.29'
L2	S3°46'53"E	30.06'
L3	S3°46'53"E	20.67'
L4	S3°46'53"E	22.30'
L5	N78°57'12"E	88.47' *
L6	S84°56'09"E	62.36' ^

* - 59.47'(M) 59.44'(R)
^ - 62.36'(M) 62.38'(R)

LEGAL DESCRIPTION

A PORTION OF AUDITOR'S PARCEL 2004-61, LOCATED IN THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 81 NORTH, RANGE 9 WEST OF THE 5TH PRINCIPAL MERIDIAN, IOWA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 81 NORTH, RANGE 9 WEST OF THE 5TH PRINCIPAL MERIDIAN, IOWA COUNTY, IOWA; THENCE S00°31'38"E, ALONG THE EAST LINE OF AUDITOR'S PARCEL 2004-61, AS RECORDED IN BOOK 731 AT PAGES 51-59 IN THE RECORDS OF THE IOWA COUNTY RECORDER'S OFFICE, 509.69 FEET TO THE NORTHEAST CORNER OF AUDITOR'S PARCEL 2010-56, AS RECORDED IN BOOK 2010, AT PAGES 10622-10623 IN SAID RECORDER'S OFFICE; THENCE N86°39'35"W, ALONG THE NORTHERLY LINE OF SAID AUDITOR'S PARCEL 2010-56, A DISTANCE OF 386.07 FEET; THENCE N70°57'21"W, ALONG SAID NORTHERLY LINE, 306.10 FEET; THENCE N32°21'08"W, ALONG SAID NORTHERLY LINE, 711.18 FEET TO THE MOST NORTHERLY CORNER OF SAID AUDITOR'S PARCEL 2010-56; THENCE S41°02'50"W, ALONG SAID NORTHERLY LINE, 254.49 FEET; THENCE S24°33'55"W, ALONG SAID NORTHERLY LINE, 290.47 FEET TO THE NORTHWEST CORNER OF SAID AUDITOR'S PARCEL 2010-56; THENCE N00°40'14"W, ALONG THE WESTERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 1045.67 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 126TH STREET; THENCE N00°21'09"W, 34.30 FEET TO THE NORTHWEST CORNER OF SAID AUDITOR'S PARCEL 2004-61; THENCE N74°26'59"E, ALONG THE NORTHERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 459.70 FEET; THENCE N74°17'18"E, ALONG SAID NORTHERLY LINE, 224.02 FEET TO THE NORTHEAST CORNER OF SAID AUDITOR'S PARCEL 2004-61; THENCE S21°39'37"E, ALONG THE NORTHEASTERLY LINE OF SAID AUDITOR'S PARCEL 2004-61, A DISTANCE OF 519.22 FEET; THENCE SOUTHEASTERLY, 740.80 FEET, ALONG SAID NORTHEASTERLY LINE AND AN ARC OF A 955.37 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, WHOSE 722.38 FOOT CHORD BEARS S43°52'01"E; THENCE S00°39'39"E, 17.82 FEET TO THE POINT OF BEGINNING, CONTAINING 27.70 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

NOTES:
1) THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEASDT ONE-QUARTER OF SEC. 17-T81N-R9W OF THE 5TH P.M., IOWA COUNTY, IOWA BEARS S00°31'38"E, BASED ON IOWA STATE PLANE COORDINATES (SOUTH ZONE) - LIBRARY CALIBRATION ON MAY 9, 2016. THE DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES.
2) ALL FOUND PINS ARE 5/8"ø REBAR WITH RED/ORANGE PLASTIC CAPS NO. 8295 UNLESS NOTED OTHERWISE.
3) ACCESS TO LOTS 13 THROUGH 15 OFF OF 126TH STREET IS PROHIBITED.
4) ACCESS TO LOTS 1, 7, 8, AND 15 OFF OF 27TH AVENUE IS PROHIBITED.
5) LOTS 10 AND 11 SHALL HAVE A SHARED DRIVEWAY CENTERED ON THEIR COMMON LOT LINE WITHIN THE 40' WIDE ACCESS EASEMENT.

ROAD ROW AREA SUMMARY

127TH DRIVE	0.700 ACRE
128TH DRIVE	0.657 ACRE
EXISTING ROAD ROW (126TH STREET & 27TH AVENUE)	1.907 ACRES
TOTAL	3.264 ACRES

LEGEND AND NOTES

- ▲ – CONGRESSIONAL CORNER, FOUND
- ▲ – CONGRESSIONAL CORNER, REESTABLISHED
- △ – CONGRESSIONAL CORNER, RECORDED LOCATION
- ● – PROPERTY CORNER(S), FOUND (as noted)
- ○ – PROPERTY CORNERS SET (5/8" iron Pin w/ yellow, plastic LS Cap marked with "MMS")
- ⊗ – CUT "X"
- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- (R) – REDUCED DIMENSIONS
- (M) – MEASURED DIMENSIONS
- C22-1 – CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND DECIMALS

UTILITY EASEMENT APPROVAL

UTILITY EASEMENTS, AS SHOWN HEREON, ARE ADEQUATE FOR THE INSTALLATION AND MAINTENANCE OF THE FACILITIES REQUIRED BY THE FOLLOWING SERVICE PROVIDERS:

ALLIANT ENERGY — DATE 8/11/16
POWESHIEK WATER ASSOCIATION — DATE 8/10/16
SOUTH SLOPE COOPERATIVE TELEPHONE CO. — DATE 8-10-16
EASTERN IOWA REC — DATE 8-17-16

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.

GLEN D. MEISNER 8-5 20 16
GLEN D. MEISNER
L.S. Iowa Lic. No. 8165
My license renewal date is December 31, 2017
Pages or sheets covered by this seal: #1

LICENSED PROFESSIONAL LAND SURVEYOR — GLEN D. MEISNER 8165 — IOWA
SEAL

NOTARIAL SEAL — IOWA

LORI K YODER
Commission Number 759128
My Commission Expires
July 13, 2018

Signed before me this 5 day of Aug 2016
Notary Public, in and for the State of Iowa.

MMS
CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date	Revision
6/22/16	ADDED ROAD ROW AREAS
7/6/16	REVISED LEGAL DESC.
8/3/16	ADDED NOTES 3-5
8/3/16	REVISED DRAINAGE EASE.

FINAL PLAT
EAGLE LANDING

A PORTION OF AUDITOR'S PARCEL 2004-61, LOCATED IN THE E 1/2 SE 1/4 OF SEC. 17-T81N-R9W OF THE 5TH P.M. IOWA COUNTY, IOWA

MMS CONSULTANTS, INC.

Date:	5/16/2016
Surveyed by: RRN	Field Book No: 1140
Drawn by: MAS	Scale: 1"=120'
Checked by: GDM	Sheet No: 1
Project No: IOWA CITY 6303-003	of: 1