

RESOLUTION NO. 102 (2024/2025)

**RESOLUTION ACCEPTING THE PLATTED EASEMENTS AND WARRANTY DEED FOR
NORTHVIEW PLAT 1**

WHEREAS, Nevada Dev, LLC submitted documents to the City of Nevada requesting approval of the Final Plat for Northview Plat 1;

WHEREAS, on November 12, 2024, the City accepted the Final Plat for Northview Plat 1 and the plat is now ready for recording;

WHEREAS, the Final Plat has been reviewed by the City Engineer who finds that it meets the requirements of the City Code;

WHEREAS, the Attorney's Opinion, Consents, Auditor's Approval, Treasurer's Certificate, Access Easement Agreement, Overland Drainage Easement, Storm Sewer Easement and Public Utility Easement have been reviewed by the City Attorney;

WHEREAS, the Warranty Deed conveying property to the City has been reviewed by the City Attorney; and

WHEREAS, the City Council finds it is in the best interest of the City of Nevada, Iowa to accept the afore-mentioned easements and warranty deed for the Final Plat for Northview Plat 1.

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

Section 1. The Access Easement Agreement, Overland Drainage Easement, Storm Sewer Easement and Public Utility Easement are hereby accepted.

Section 2. The Warranty Deed granting the following described real estate to the City of Nevada is hereby accepted:

Lot A, Lot b, and Outlot Z, Northview Plat 1, Nevada, Story County, Iowa

Section 3. The City Council directs that this Resolution No. 102 (2024/2025) be affixed to a copy of the easements and warranty deed.

Passed and approved this 23rd day of June, 2025.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

Prepared By: Ryan L. Haaland, Fredrikson & Byron P.A., 111 E. Grand Ave., Ste. 301, Des Moines,
IA 50309; (515) 242-8900
Return To: Same As Above

MORTGAGEE'S CONSENT TO PLAT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned hereby states, acknowledges and certifies that it is the holder of the Mortgage by Nevada Dev, LLC to Home State Bank, dated October 25, 2022, filed October 25, 2022, as Inst. No. 2022-10317 in the amount of \$2,870,000, and that certain Construction Mortgage by Nevada Dev, LLC to Home State Bank, dated September 6, 2024, filed September 6, 2024, as Inst. No. 2024-06441, in the amount of \$2,870,000, and that certain Collateral Assignment of Development Agreement given by Nevada Dev, LLC to Home State Bank, filed September 10, 2024 as Inst. No. 2024-06511, and covering real estate legally described as: *See Exhibit "A"*

which is to be platted as **Northview Plat 1, Nevada, Story County, Iowa**, and that said platting is done with the free consent and in accordance with the desire of said Mortgagee.

Dated this _____ day of _____, 2025.

Home State Bank

By _____

Name: _____

Title: _____

STATE OF IOWA)
) ss:
COUNTY OF _____)

This record was acknowledged before me this _____ day of _____, 2025 by
_____ as _____ for Home State Bank.

Notary Public in and for the State of Iowa

Exhibit "A"

ALL THAT PART OF THE WEST FRACTIONAL HALF (WFRL 1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION SIX (6), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., NEVADA, STORY COUNTY, IOWA, LYING NORTH OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY, EXCEPT BEGINNING AT A POINT 1,040.5 FEET SOUTH OF THE NE CORNER OF THE WFRL 1/2 OF THE SW1/4 OF SAID SEC. 6, THENCE WEST 300 FEET, THENCE SOUTH 432 FEET TO THE NORTH RIGHT OF WAY LINE OF THE C & NW RY., THENCE EASTERLY ALONG THE NORTH LINE OF SAID RIGHT OF WAY 300 FEET TO THE EAST LINE OF SAID WFRL 1/2, THENCE NORTH 435 FEET TO THE POINT OF BEGINNING, ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 6; THENCE N89°42'04"E, ALONG THE NORTH LINE OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 975.63 FEET, TO THE NORTHEAST CORNER OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE S00°22'06"E, ALONG THE EAST LINE OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF 1ST STREET, A DISTANCE OF 810.38 FEET; THENCE S00°07'35"W, ALONG SAID EAST LINE OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND THE WEST RIGHT-OF-WAY LINE OF 1ST STREET, 230.13 FEET, TO THE NORTHEAST CORNER OF A TRACT OF GROUND DESCRIBED IN A WARRANTY DEED FILED IN THE OFFICE OF THE RECORDER, STORY COUNTY, IOWA AS INSTRUMENT NUMBER 2014-00007059; THENCE N89°52'05"W, ALONG THE NORTH LINE OF SAID TRACT, 300.00 FEET, TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S00°07'55"W, ALONG THE WEST LINE OF SAID TRACT, 433.09 FEET, TO THE SOUTHWEST CORNER OF SAID TRACT, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE 684.05 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF A 16,175.00 FOOT RADIUS CURVE, CONCAVE NORTH, HAVING A CHORD BEARING N87°57'04"W, 684.00 FEET, TO A POINT ON THE WEST LINE OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE N00°10'10"E, ALONG SAID WEST LINE, 1,443.35 FEET, TO THE POINT OF BEGINNING.

AND

A PART OF BLOCKS THREE (3) AND FOUR (4), BURRIS ADDITION TO NEVADA, STORY COUNTY, IOWA AND A PART OF A PARCEL OF LAND BEGINNING AT THE NW CORNER OF BLOCK 2 IN BURRIS ADDITION TO NEVADA, STORY COUNTY, IOWA, RUNNING THENCE WEST 70 FEET, THENCE SOUTH 403.92 FEET, THENCE EAST 70 FEET; THENCE NORTH 403.92 FEET TO THE POINT OF BEGINNING AND A PART OF THE VACATED RIGHT-OF-WAY OF 2ND STREET LYING BETWEEN BLOCK 3 & BLOCK 4 OF BURRIS ADDITION TO NEVADA, STORY COUNTY, IOWA IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 83 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF NEVADA, STORY COUNTY, IOWA, AND A PART OF THE WEST 28.355 ACRES OF THE EAST HALF (E 1/2) OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL 1/4) OF SECTION SIX (6), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., NEVADA, STORY COUNTY, IOWA, ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 2, BURRIS ADDITION TO NEVADA, STORY COUNTY, IOWA; THENCE S89°52'00"W, ALONG THE NORTH RIGHT-OF-WAY OF S AVENUE, 70.00 FEET, TO THE SOUTHEAST CORNER OF BLOCK 3 OF SAID BURRIS ADDITION TO NEVADA; THENCE S89°35'09"W, ALONG THE SOUTH LINE OF SAID BLOCK 3 AND NORTH RIGHT-OF-WAY LINE OF S AVENUE, 300.34 FEET, TO THE SOUTHWEST CORNER OF SAID BLOCK 3; THENCE N89°41'13"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF S AVENUE, 70.00 FEET, TO THE SOUTHEAST CORNER OF BLOCK 4 OF SAID BURRIS ADDITION TO NEVADA; THENCE S89°42'39"W, ALONG THE SOUTH LINE OF SAID BLOCK 4, ALSO BEING THE NORTH RIGHT-OF-WAY LINE S AVENUE, 300.25 FEET, TO THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE N00°22'06"W, ALONG THE WEST LINE OF SAID BLOCK 4, 344.23 FEET; THENCE 46.06 FEET, ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE SOUTHEAST, HAVING A CHORD BEARING N43°36'57"E, 41.67 FEET; THENCE 277.17 FEET, ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE, CONCAVE NORTHWEST, HAVING A CHORD

BEARING N69°08'02"E, 272.40 FEET; THENCE N50°40'04"E, 60.85 FEET; THENCE 42.97 FEET, ALONG THE ARC OF A 30.00 RADIUS CURVE, CONCAVE SOUTHEAST, HAVING A CHORD BEARING S09°37'52"W, 39.39 FEET; THENCE 131.44 FEET, ALONG THE ARC OF A 335.00 FOOT RADIUS CURVE, CONCAVE SOUTHWEST, HAVING A CHORD BEARING S20°09'54"E, 130.60 FEET; THENCE N81°04'31"E, 382.18 FEET, TO THE NORTHWEST CORNER OF SAID BLOCK 2 OF BURRIS ADDITION TO NEVADA; THENCE S00°29'58"W, ALONG THE WEST LINE OF SAID BLOCK 2, 404.39 FEET, TO THE POINT OF BEGINN

PUBLIC UTILITY EASEMENT
(Recorder's Cover Sheet)

Preparer Information:

Ryan L. Haaland
1601 Golden Aspen Drive
Suite 108
Ames, Iowa 50010
(515) 242-8900

Taxpayer Information:

Nevada Dev, LLC
20965 650th Avenue
Nevada, Iowa 50201

Return Document To:

Nevada Dev, LLC

Grantor:

Same as Taxpayer Information

Grantee:

N/A

Legal Descriptions: See Exhibit A

PUBLIC UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, NEVADA DEV, LLC, an Iowa limited liability company (the "Grantor"), in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Nevada, Iowa, a municipal corporation in the County of Story, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above-described easement is granted unto the City for the purpose of the City constructing, reconstructing, repairing, replacing, grading, improving, inspecting and maintaining the following public improvements:

Public Utilities

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Maintenance. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
9. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
10. Release of Dower & Homestead. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.
11. Interpretation. 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.
12. Warranty of Title. Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Pages & Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this _____ day of _____, 2025.

Grantor: Nevada Dev, LLC

By: _____
Scott Henry, Manager

STATE OF IOWA, COUNTY OF STORY, ss:

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said County and State personally appeared Scott Henry, as Manager of Nevada Dev, LLC, an Iowa limited liability company, to me personally known, who being by me duly sworn, did say that such persons are executing the within and foregoing instrument and acknowledged that such persons executed the same as the voluntary act and deed of Nevada Dev, LLC, by it and by each voluntarily executed.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
)
) SS
COUNTY OF STORY)

I, _____, City Clerk of the City of Nevada, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Nevada by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of Nevada, Iowa

Exhibit "A"
Easement Area

A 10.00 foot wide public utility easement being a part of lot 1 through lot 4 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 10.00 feet of lot 1 and lot 2, and the north 10.00 feet of lot 2 through lot 4.

AND

A 10.00 foot wide public utility easement being a part of lot 5 through lot 16 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the south 10.00 feet of lot 5 through lot 7, the east 10.00 feet of lot 7 through lot 16, and the north 10.00 feet of lot 16.

AND

A 5.00 foot wide public utility easement being a part of lot 11 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the south 5.00 feet of the north 12.50 feet of said lot 11.

AND

A 10.00 foot wide public utility easement being a part of lot 17 through lot 21 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of lot 17, the northwesterly 10.00 feet of lot 17, and the west 10.00 feet of lot 17 through lot 21.

AND

A 10.00 foot wide public utility easement being a part of lot 22 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of the south 25.00 feet of said lot 22.

AND

A 10.00 foot wide public utility easement being a part of lot 22 through lot 26 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 10.00 feet of said lot 22 through lot 26, the northeasterly 10.00 feet of lot 26, and the north 10.00 feet of lot 26.

AND

A 10.00 foot wide public utility easement being a part of lot 27 through lot 31 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the west 10.00 feet of said lot 27 through lot 31.

AND

A 10.00 foot wide public utility easement being a part of lot 31 through lot 32 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of the south 25.00 feet of said lot 31 through lot 32.

AND

A 10.00 foot wide public utility easement being a part of lot 21 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, and being more particularly described as follows:

Beginning at the southwest corner of said lot 21; thence along the west line of said lot 21 N00°22'06"W, 10.00 feet; thence departing said west line N89°42'39"E, 130.33 feet; thence N00°00'00"E, 15.00 feet; thence N89°42'39"E, 25.01 feet to the east line of said lot 21; thence along said east line S00°04'18"W, 10.00 feet; thence departing said east line S89°42'39"W, 15.00 feet; thence S00°00'00"E, 15.00 feet to

a point on the south line of said lot 21 S89°42'39"W, 140.26 feet to the point of beginning. Described area contains 1,703 square feet.

AND

A 10.00 foot wide public utility easement being a part of lot 33 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, and being more particularly described as follows:

Beginning at the southeast corner of said lot 33; thence along the south line of said lot 33 S89°52'00"W, 70.00 feet; thence departing said south line N00°16'25"W, 15.00 feet; thence S89°35'09"W, 85.24 feet to a point of the west line of said lot 33; thence along said west line N00°04'18"E, 10.00 feet; thence departing said west line N89°35'09"E, 95.18 feet; thence S00°16'25"E, 15.05 feet; thence N89°52'00"E, 60.14 feet to a point on the east line of said lot 33; thence along said east line S00°29'58"W, 10.00 feet to the point of beginning. Described area contains 1,701 square feet.

AND

A public utility easement being a part of the vacated right of way of 2nd street lying between blocks 3 and 4, and also a part of said block 3, all of which reside in Burris addition, an official plat, and the west 28.355 acres of the east half (E 1/2) of the northwest fractional quarter (NW 1/4) of section six (6), township eighty-three (83) north, range twenty-two (22) west of the 5th p.m., county of story, state of Iowa and being more particularly described as follows:

Beginning at the northwest corner of lot 27 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, county of story, state of Iowa; thence 131.44 feet along a 335.00 foot radius curve, concave southwest, with a chord bearing N20°09'54"W, and a chord length of 130.60 feet; thence 42.97 feet along a 30.00 foot radius curve, concave east, with a chord bearing N09°37'52"E, and a chord length of 39.39 feet; thence S39°19'56"E, 10.00 feet; thence 28.65 feet along a 20.00 foot radius curve, concave east, with a chord bearing S09°37'52"W, 26.26 feet; thence 135.36 feet along a 345.00 foot radius curve, concave southwest, with a chord bearing S20°09'54"E, and a chord length of 134.49 feet to a point on the north line said lot 27; thence along said north line S81°04'31"W, 10.00 feet to the point of beginning.

Described area contains 1,692 square feet and is subject to easements and restrictions of record.

**PUBLIC UTILITY EASEMENT
(Recorder's Cover Sheet)**

Preparer Information:

Ryan L. Haaland
1601 Golden Aspen Drive
Suite 108
Ames, Iowa 50010
(515) 242-8900

Taxpayer Information:

Nevada Dev, LLC
20965 650th Avenue
Nevada, Iowa 50201

Return Document To:

Nevada Dev, LLC

Grantor:

Same as Taxpayer Information

Grantee:

N/A

Legal Descriptions: See Exhibit A

PUBLIC UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, NEVADA DEV, LLC, an Iowa limited liability company (the "Grantor"), in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Nevada, Iowa, a municipal corporation in the County of Story, State of Iowa (the "City" or "Grantee") receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City, a permanent easement under, through, and across the real estate described on Exhibit "A" hereto, which is incorporated herein by this reference (the "Easement Area").

That the above-described easement is granted unto the City for the purpose of the City constructing, reconstructing, repairing, replacing, grading, improving, inspecting and maintaining the following public improvements:

Public Utilities

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Maintenance. The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
9. Approval. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
10. Release of Dower & Homestead. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.
11. Interpretation. 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.
12. Warranty of Title. Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[End of Agreement; Signature Pages & Exhibit Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this ____ day of _____, 2025.

Grantor: Nevada Dev, LLC

By: _____
Scott Henry, Manager

STATE OF IOWA, COUNTY OF STORY, ss:

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said County and State personally appeared Scott Henry, as Manager of Nevada Dev, LLC, an Iowa limited liability company, to me personally known, who being by me duly sworn, did say that such persons are executing the within and foregoing instrument and acknowledged that such persons executed the same as the voluntary act and deed of Nevada Dev, LLC, by it and by each voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF STORY)

Signed this _____ day of _____, 20____.

P.80

Exhibit "A"
Easement Area

A 10.00 foot wide public utility easement being a part of lot 1 through lot 4 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 10.00 feet of lot 1 and lot 2, and the north 10.00 feet of lot 2 through lot 4.

AND

A 10.00 foot wide public utility easement being a part of lot 5 through lot 16 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the south 10.00 feet of lot 5 through lot 7, the east 10.00 feet of lot 7 through lot 16, and the north 10.00 feet of lot 16.

AND

A 5.00 foot wide public utility easement being a part of lot 11 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the south 5.00 feet of the north 12.50 feet of said lot 11.

AND

A 10.00 foot wide public utility easement being a part of lot 17 through lot 21 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of lot 17, the northwesterly 10.00 feet of lot 17, and the west 10.00 feet of lot 17 through lot 21.

AND

A 10.00 foot wide public utility easement being a part of lot 22 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of the south 25.00 feet of said lot 22.

AND

A 10.00 foot wide public utility easement being a part of lot 22 through lot 26 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the east 10.00 feet of said lot 22 through lot 26, the northeasterly 10.00 feet of lot 26, and the north 10.00 feet of lot 26.

AND

A 10.00 foot wide public utility easement being a part of lot 27 through lot 31 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the west 10.00 feet of said lot 27 through lot 31.

AND

A 10.00 foot wide public utility easement being a part of lot 31 through lot 32 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, being the north 10.00 feet of the south 25.00 feet of said lot 31 through lot 32.

AND

A 10.00 foot wide public utility easement being a part of lot 21 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, and being more particularly described as follows:

Beginning at the southwest corner of said lot 21; thence along the west line of said lot 21 N00°22'06"W, 10.00 feet; thence departing said west line N89°42'39"E, 130.33 feet; thence N00°00'00"E, 15.00 feet; thence N89°42'39"E, 25.01 feet to the east line of said lot 21; thence along said east line S00°04'18"W, 10.00 feet; thence departing said east line S89°42'39"W, 15.00 feet; thence S00°00'00"E, 15.00 feet to

a point on the south line of said lot 21 S89°42'39"W, 140.26 feet to the point of beginning. Described area contains 1,703 square feet.

AND

A 10.00 foot wide public utility easement being a part of lot 33 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, County of Story, State of Iowa, and being more particularly described as follows:

Beginning at the southeast corner of said lot 33; thence along the south line of said lot 33 S89°52'00"W, 70.00 feet; thence departing said south line N00°16'25"W, 15.00 feet; thence S89°35'09"W, 85.24 feet to a point of the west line of said lot 33; thence along said west line N00°04'18"E, 10.00 feet; thence departing said west line N89°35'09"E, 95.18 feet; thence S00°16'25"E, 15.05 feet; thence N89°52'00"E, 60.14 feet to a point on the east line of said lot 33; thence along said east line S00°29'58"W, 10.00 feet to the point of beginning. Described area contains 1,701 square feet.

AND

A public utility easement being a part of the vacated right of way of 2nd street lying between blocks 3 and 4, and also a part of said block 3, all of which reside in Burris addition, an official plat, and the west 28.355 acres of the east half (E 1/2) of the northwest fractional quarter (NW 1/4) of section six (6), township eighty-three (83) north, range twenty-two (22) west of the 5th p.m., county of story, state of Iowa and being more particularly described as follows:

Beginning at the northwest corner of lot 27 of Northview Plat 1, an official plat, now included in and forming a part of the city of Nevada, county of story, state of Iowa; thence 131.44 feet along a 335.00 foot radius curve, concave southwest, with a chord bearing N20°09'54"W, and a chord length of 130.60 feet; thence 42.97 feet along a 30.00 foot radius curve, concave east, with a chord bearing N09°37'52"E, and a chord length of 39.39 feet; thence S39°19'56"E, 10.00 feet; thence 28.65 feet along a 20.00 foot radius curve, concave east, with a chord bearing S09°37'52"W, 26.26 feet; thence 135.36 feet along a 345.00 foot radius curve, concave southwest, with a chord bearing S20°09'54"E, and a chord length of 134.49 feet to a point on the north line said lot 27; thence along said north line S81°04'31"W, 10.00 feet to the point of beginning.

Described area contains 1,692 square feet and is subject to easements and restrictions of record.

Prepared By: Ryan L. Haaland, Fredrikson & Byron P.A., 111 E. Grand Ave., Ste. 301, Des Moines, IA 50309; (515) 242-8900
Return To: City Clerk, 1209 6th Street, Nevada, Iowa 50201

WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Nevada Dev, LLC, an Iowa limited liability company, ("Grantor") does hereby convey to the City of Nevada, Story County, Iowa, a municipal corporation, the following described real estate:

Lot A, Lot B, and Outlot Z, Northview Plat 1, Nevada, Story County, Iowa

The Grantor hereby covenants with grantees, and successors in interest, that they hold 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. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

This conveyance is exempt pursuant to Iowa Code 428A.2(6).

Dated: _____, 2025

Nevada Dev, LLC

By

Scott Henry, Manager

STATE OF IOWA, COUNTY OF STORY:

This record was acknowledged before me this ____ day of _____ 2025 by Scott Henry, as Manager of Nevada Dev, LLC.

Signature of Notary Public

RECORDER'S COVER SHEET

Type of Document: Restrictive Covenants and Regulations

Prepared By: Ryan L. Haaland, 1601 Golden Aspen Drive, Suite 108, Ames, Iowa 50010;
(515) 242-8900

**When Recorded,
Return to:** Nevada Dev, LLC
20965 650th Avenue, Nevada, Iowa 50201

Mail Tax Notices to: N/A

Grantors/Grantees: N/A

Legal Description: Legal description referenced by Declaration on page 2

**RESTRICTIVE COVENANTS AND REGULATIONS FOR
NORTHVIEW PLAT 1, NEVADA, STORY COUNTY, IOWA**

WHEREAS, the undersigned, Nevada Dev, LLC, an Iowa limited liability company (the "Declarant") is the owner of Lots 1 through 33 (each, a "Lot" or collectively, the "Lots") and Outlots W, X, Y, and Z (each, an "Outlot" or collectively, the "Outlots") contained in Northview Plat 1, Nevada, Story County, Iowa (the "Subdivision"); and

WHEREAS, all of the Lots will be developed and governed by and in accordance with these restrictive covenants and regulations (the "Declaration"); and

WHEREAS, for their own protection and for the benefit of subsequent owners of said Lots within said Subdivision, the said owner desires to restrict the use thereof in certain particulars;

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements contained herein, by these presents, covenant, bargain and agree for themselves for their successors and assigns, as follows:

1. Definitions.

- a. "Declaration" shall mean and refer to this Declaration of Restrictive Covenants and Regulations to which the Lots are subject, as the same may be amended from time to time.
- b. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant, but excluding those persons or entities having such interest merely as security for the performance of an obligation. If a Lot is sold on contract, the Owner shall be deemed to be the contract buyer. In the event the contract buyer fails to comply with any of the terms of this Declaration, the contract seller shall comply with the terms of this Declaration. As between a contract seller and a contract buyer, there will be only one Owner per Lot.

2. Residential Purpose. The Lots shall be known and described as residential lots and shall not be improved, used, or occupied for other than private single-family residential purposes.

3. General Construction Requirements. The residences to be constructed or to be permitted to remain on the Lots shall meet the following requirements:

- a. One (1) story residences shall have a ground floor finished area of not less than one thousand (1,000) square feet.
- b. One and one-half (1½) story residences, two (2) story residences, and split-level residences shall have a total finished area on the ground floor and second floor or split-level of not less than one thousand three hundred seventy-five (1,375) square feet.
- c. The computation of the total finished area shall not include porches, breezeways or garages.

- d. At least twenty-five percent (25%) of the front façade of any residence on the Lot must be constructed of stone or a material other than traditional siding (e.g. stone, stucco, shake, or board and batten).
- e. As part of completion of construction of the residential dwelling on any Lot, the front yard and side yards shall be sodded, and at least one (1) tree must be planted in the front yard.
- f. All dwellings on Lots must have, at a minimum, a double attached garage.
- g. Roof materials should be slate, tile, cedar shakes, or composite shingles. Composite shingles shall be architectural grade, minimum thirty (30) year warranty. Shingle colors shall be compatible with and complimentary to the exterior materials and colors. White or white blend roof materials are not acceptable. Notwithstanding, alternative roofing materials may be used if prior approval of such use is granted by the Declarant.
- h. The residential structure upon a Lot must be completed within twelve (12) months of the commencement date of the construction and construction must begin within one hundred eighty (180) days of the date on the deed from the Declarant. All excess dirt from the excavation shall be hauled from the Lot or used as a part of the final landscape plan. Any excess dirt, concrete, or other debris may not be placed on other land within the Subdivision. **IF CONSTRUCTION HAS NOT BEGUN ON A LOT WITHIN ONE HUNDRED EIGHTY (180) DAYS OF THE DATE ON THE DEED FROM THE DECLARANT, THEN THE OWNER OF RECORD, AT THE DECLARANT'S REQUEST, AGREES TO DEED THE PROPERTY BACK TO THE DECLARANT FOR NINETY PERCENT (90%) OF THE ORIGINAL PURCHASE PRICE WITH NO ADJUSTMENT FOR TAXES, CLOSING COSTS OR INTEREST AT THE TIME THE DEED IS CONVEYED TO THE DECLARANT. THE DECLARANT WILL PAY ONLY FOR DEED PREPARATION, RECORDING FEES, AND TRANSFER TAXES. ON ISSUANCE OF AN OCCUPANCY PERMIT FOR A RESIDENCE, THIS RIGHT TO REPURCHASE SHALL TERMINATE AS TO THAT LOT.**

5. No Right to Subdivide. No Lot shall be subdivided for the purpose of constructing more than one (1) residence per Lot; however, parts of Lots may be conveyed to adjoining owners for any other purpose.

6. Declarant Review of Plans. No building, fence, wall or other structure shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition, change, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the Declarant. The primary guidelines for approval are that the plans and specifications reflect harmony of external design and location in relation to surrounding structures and drainage patterns in accordance with the storm water management plan. Notwithstanding anything herein to the contrary, approval of any plans and specifications may be granted or withheld in the sole and absolute discretion of the Declarant. When: (a) Declarant no longer has any ownership interest in any portion of the Subdivision, including any Outlot, and (b) all Lots have been built upon, then the requirements imposed by this paragraph shall terminate.

7. General Use Restrictions. The following restrictions shall also constitute covenants with respect to Lots:

- a. There shall be no mobile homes placed or erected on any Lot.
- b. No pre-erected dwelling shall be moved to any Lot.
- c. The Lots may have fences, provided that no chain link material may be used, including around a dog run, unless such chain link is black vinyl clad. All fences shall be kept in good repair and attractive appearance. Fences may not exceed six (6) feet in height. Pool fences shall be landscaped and screened with shrubs or bushes. No fence or other structures may be built or maintained within the front building setback areas as shown on the final plat of the Subdivision, and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. Nothing contained in this subsection shall be deemed to avoid or circumvent Declarant's rights set forth in Section 6, above.
- d. All homes must be built by a recognized homebuilder, defined as a homebuilder who completes at least three (3) new homes per year.
- e. All finished Lots and house grades shall conform to the Declarant's grading plan with the City of Nevada, if any, which shall be obtained from the Declarant at the closing of the purchase of said Lots.
- f. No above ground or non-permanent swimming pool shall be permitted on any Lot.
- g. No building or structure of temporary character, and no trailer, basement, tent, shack, garage, or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently. Tool sheds, utility buildings or playhouses may be placed on any Lot; however, the area of said auxiliary structures shall not exceed one hundred forty-four (144) total square feet and said auxiliary structures shall be constructed using materials that are the same or substantially similar in type and quality to those materials used to construct the primary dwelling.
- h. No recreational vehicle, camper, tent, boat, or truck rated larger than three quarters ($\frac{3}{4}$) of a ton shall be maintained or parked on a Lot or street within public view for a period of time exceeding forty-eight (48) consecutive hours or for more than thirty (30) total days in any calendar year.
- i. No rubbish containers shall be visible from the street except on pickup day and one (1) day before and one (1) day after pickup day. Construction waste containers shall be exempt from this provision; however, the builder or Lot owner shall be responsible for keeping the construction debris contained on the Lot and in the construction waste containers.
- j. No extension towers or antennas of any kind shall be constructed, modified, or permitted on any Lot except television or radio antennas of less than ten (10) feet are permitted on dwellings or garages. Satellite dishes or parabolic devices in excess of thirty-six (36) inches in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dishes or parabolic devices shall be mounted on the rear elevation or the rear half of the side elevation only. In no event