City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager

DATE: April 19, 2017

SUBJECT: Preliminary Plat of Northridge Fourth Subdivision Phase Three

Project Summary

Roman J. Steffes & Sons Construction, Inc. has submitted and is requesting approval of an application for a preliminary plat to be named Northridge Fourth Subdivision Phase Three. The plat is 20.14 acres of land located south of Northridge Fourth Subdivision phase two and west of Griffith Road.

The property is identified in the 2013 Carroll Comprehensive Plan as Medium Density Residential. The existing zoning is R-3, Low-Density Residential District. This phase of the development consists of 43 residential lots and 1 private open space lot (Outlot 'A'). Single-family homes and duplexes are permitted by city zoning. The private open space lot will be jointly owned by the property owners that are contagious. The developer plans to establish a home owner's association that will be responsible for maintenance of the outlot.

10th Street will be completed between Bella Vista Drive and Griffith Road; Northridge Drive will be extended south approximately 330 feet and turn west where it will become Woodland Drive and will connect to Bella Vista Drive on the west side of the plat; and Roman Road will be created between the newly constructed 10th Street and Woodland Drive. All new streets will be 28 feet back of curb to back of curb in a 50' wide street right-of-way.

The plat will be served by City of Carroll Sanitary Sewer and Water systems and new mains will be extended throughout the plat to serve the individual lots.

The attached preliminary plat is pertinent to the application and includes the exterior boundary description of the proposed plat.

Trails

The City's Comprehensive Trail plan calls for a trail along the west side of Griffith Road along the east side of this plat. When Northridge Fourth Subdivision Phase 2 was proposed, the original preliminary plat showed a 20-foot-wide trail easement along the east side of the plat for this future trial. This was later removed by the City Council when the final plat was approved by the Council. Due to this Council action, staff has not pursued a trail easement on this plat. Due to the topography of Griffith Road, the installation of a 10-foot-wide off-road recreational trial could be difficult in this location without the trail easement. The Council should discuss if they desire to require a trail easement in this location.

PLANNING AND ZONING COMMISSION RECOMMENDATION: During their April 12th meeting, the Planning and Zoning Commission recommended that the Carroll City Council approve Northridge Fourth Subdivision Phase Three Preliminary Plat as presented.

STAFF RECOMMENDATION: That the City Council approve Northridge Fourth Subdivision Phase Three Preliminary Plat as presented.

CITY OF CARROLL
SUBDIVISION DATA

NAME OF PLAN: Northridge Fourth Subdivision Phase Three – Preliminary Plat
NAME OF OWNER/DEVELOPER: Roman Steffes and Sons Construction

GENERAL INFORMATION:

PLAT LOCATION:	West of Griffith Road and south of Northridge Fourth Subdivision Phase Two
SIZE OF PLAN:	20.14 Acres
ZONING:	R-3, Low- Density Residential District

LOTS:

NUMBER:	43 Residential Lots, 1 private open space lot
SIZE/DENSITY:	2.13 units per acre
USE:	Residential (Both Single Family and Duplex are permitted)
BUILDING LINES:	30' front yard; 15' rear yard; and 7.5' side yard

ADJACENT LANDS:

NORTH:	Residential
SOUTH:	Agricultural Land (Zoned R-3)
EAST:	Griffith Road/Ashwood Business Park
WEST:	Residential

STREET DEVELOPMENT:

10th Street will be completed between Bella Vista Drive and Griffith Road; Northridge Drive will be extended south approximately 330 feet and turn west where it will become Woodland Drive and will connect to Bella Vista Drive on the west side of the plat; and Roman Road will be created between the newly constructed 10th Street and Woodland Drive. All new streets will be 28 feet back of curb to back of curb in a 50' wide street right-of-way.

WASTE WATER:

The plat will be served by City of Carroll sanitary sewer system with new sanitary sewer mains extended through the plat to serve each lot.

WATER SYSTEM:

The plat will be served by City of Carroll water system with new water mains extended through the plat to serve each lot.

PRELIMINARY PLAT DRAWING: Staff recommends approval

PLANNING AND ZONING COMMISSION

MINUTES OF APRIL 12, 2017

The Carroll Planning and Zoning Commission met in regular session on April 12, 2017, 5:15 PM, in the Farner Government Building, City Council Chambers. Present: John Horbach, Ron Juergens, Lisa Lampe (arrived at 5:16), Thomas Loeck, Jean Ludwig, Pat Macke and Pat Venteicher. Absent: Katie McQueen. Also present: David Bruner, City Attorney, Randy Krauel, Public Works Director/City Engineer and Greg Schreck, Building/Fire Safety Official. Commissioner Thomas Loeck presided.

* * * * * * *

MOTION by Juergens, second by Horbach, to approve the minutes of the March 8, 2017 as mailed. All present voted aye. Absent: McQueen. Motion carried.

* * * * * * *

A preliminary plat for The Danzer Subdivision was submitted for review of the Commission. Marty and Lisa Danzer were present to represent the request but did not speak. No one present opposed the request. MOTION by Juergens, second by Venteicher to recommend to City Council approval of the preliminary plat as presented. All present voted aye. Absent: McQueen. Motion carried.

* * * * * * *

A preliminary plat for Northridge Fourth Subdivision Phase Three was submitted for review of the Commission. Marty Steffes was present to represent the request but did not speak. No one present opposed the request. MOTION by Juergens, second by Macke, to recommend to the City Council approval of the final plat as presented. All present voted aye. Absent: McQueen. Motion carried.

* * * * * * *

MOTION by Juergens, second by Lampe, to adjourn at 5:21 PM. All present voted Aye. Absent: McQueen. Motion carried.

Thomas Loeck, Chairperson

Michel Pogge-Weaver, City Manager

DRAFT

Prepared by/Return to: City of Carroll 112 E. 5th Street Carroll, Iowa 51401 712/792-1000

RESOLUTION NO. _____

WHEREAS, Roman Steffes and Sons Construction has filed a Preliminary Plat for the Northridge Fourth Subdivision Phase Three, City of Carroll, Carroll County Iowa; and,

WHEREAS, the Preliminary Plat was given tentative approval by the City Planning and Zoning Commission at their meeting of April 12, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Council does hereby tentatively approve the Preliminary Plat for the Northridge Fourth Subdivision Phase Three, City of Carroll, Carroll County Iowa. Council gives authorization to proceed with preparation of the Final Plat pursuant to Section 6-6.0308 of the City of Carroll Subdivision Ordinance.

Adopted and passed by the Carroll City Council this 24th day of April, 2017.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

CERTIFICATE

State of Iowa)
ss.
Carroll, County)

We, Eric P. Jensen, Mayor and Laura A. Schaefer, City Clerk of the City of Carroll, Iowa hereby certify that at a meeting of the City Council of the City of Carroll, Iowa, held on the 24th day of April, 2017 the attached Resolution was adopted by the City Council of the City of Carroll, Iowa, approved by the Mayor, duly entered into the record of the City Council meeting of that date, and we further certify that the Preliminary Subdivision Plat is found to conform to the law as approved and accepted and we hereby certify this Resolution and cause the same to be affixed to the Preliminary Subdivision Plat as provided by law.

_____
Eric P. Jensen, Mayor

ATTEST:

_____
Laura A. Schaefer, City Clerk

State of Iowa)
ss.
Carroll County)

On this 24th of April, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Eric P. Jensen and Laura A. Schaefer, to me personally known, who, being by me duly sworn did say that they are the Mayor and City Clerk respectively, of the City of Carroll, Iowa, executing the within and foregoing instrument, and that said instrument was signed and sealed on behalf of the City of Carroll, Iowa, by authority of its City Council and that said Mayor and City Clerk, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the City of Carroll, Iowa, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

MASTER COPY
PREPARED BY THE CITY OF CARROLL – April 20, 2017
SUBDIVISION APPLICATION
Planning and Zoning Preliminary Plat Review – 4-12-17
City Council Preliminary Plat Review – 4-24-17
Planning and Zoning Final Plat Review – 5-10-17
City Council Final Plat Review – 5-22-17

Application, fees and additional items due at the City Clerk's office at least 20 days prior to the Planning and Zoning Commission meeting in which it will be presented.

As defined in Section 6-6.0104: Every owner or his agent of any tract or parcel of land lying within the City or within two (2) miles of the corporate limits of the City who has subdivided or shall hereafter subdivide the same into two (2) or more parts for the purpose of laying out an addition, building lot or lots, or acreage lots shall cause plats of such area to be made in the form, and containing the information as hereafter set forth, before selling any lots therein contained or placing the plat on record.

APPLICANT: **Roman J. Steffes & Sons Construction, Inc.**

ADDRESS: **1018 Bella Vista Drive**

Carroll, IA 51401

PROPOSED NAME OF SUBDIVISION: **Northridge Fourth Subdivision Phase Three, City of Carroll, Carroll County, Iowa**

LEGAL DESCRIPTION OF PROPERTY TO BE SUBDIVIDED: **Irregular survey of the Northeast Quarter of the Southeast Quarter, Parcel A of Lot 1 and Lot 3, TJ's Enterprises Subdivision Except Northridge Fourth Subdivision Phases One and Two, Carroll County, Iowa - to be known as Northridge Fourth Subdivision Phase 3**

Included in application:	**On Page:**
• Procedure for Approval of Subdivision	2
• Preliminary Plat Checklist	3-4
• Additional Documentation for Preliminary Plat	5
• Final Plat Checklist	6-7
• Additional Documentation for Final Plat	8
• Information Required to be Recorded with Final Plat	9

Procedure For Approval Of Subdivision

1. Subdivider meets with City Engineer and City Manager to be advised of the procedural steps, design standards, required improvements, and platting requirements. During such meetings, no commitments shall be made which will be binding upon the City. *(Section 6-6.0302)*

2. The Subdivider will submit a signed Auditor's Certificate of Approval of Name of Proposed Subdivision along with completed application to the City Clerk at least 20 days prior to Planning and Zoning meeting.

3. The Subdivider will submit the Preliminary Plat and additional required documentation to the City Clerk at least 20 days prior to Planning and Zoning Commission meeting. *(Section 6-6.0304)* **See page 3-4 for a list information required on the Preliminary Plat. See page 5 for list of additional documentation for Preliminary Plat submittal.**

4. The City, within 10 days, will review the Preliminary Plat and make a recommendation to the Planning and Zoning Commission. *(Section 6-6.0306)*

5. The Planning and Zoning Commission, at their next regularly scheduled meeting, but not more than 30 days, will recommend tentatively approval or disapproval to the City Council. If the Commission does not act within 30 days, the plat is deemed approved unless the subdivider agrees to an extension (maximum of 60 days) *(Section 6-6.0307)*

6. The City Council, within 30 days, will tentatively approve or disapprove the Preliminary plat by resolution. If disapproved, objections are returned to the Commission for further review and the Clerk will notify subdivider of such action. If approved, Clerk will sign 5 copies of Preliminary Plat noting the date the plat received tentative approval *(Section 6-6-0308)*. This approval is effective for 1 year to get the Final Plat approved or it will be voided *(Section 6-6.0309)*

7. The Subdivider will submit the Public Improvement Construction Document *(Section 6-6.0310)*, prepared in conformance with the *Statewide Urban Design and Specifications* and *City of Carroll Supplemental Specifications*, current editions. Construction is also to conform to *Statewide Urban Design and Specifications* and *City of Carroll Supplemental Specifications*, current editions.

8. The City will prepare a Subdivision Agreement that will set forth the conditions for the installation of all public improvements and set forth the terms and conditions of the plat. The Subdivider shall agree to and sign the Subdivision Agreement. *(Section 6-6.0311)*

9. The Subdivider will submit the Final Plat and additional required documentation to the City Clerk at least 20 days prior to Planning and Zoning Commission meeting. *(Section 6-6.0315)* **See page 6-7 for a list information required on the Final Plat. See page 8 for list of additional documentation for Final Plat submittal.**

10. The Planning and Zoning Commission, at their next regularly scheduled meeting, but not more than 30 days, will recommend approval or disapproval to the City Council. If approved, The Chairman and secretary of the Commission will sign the Final plat, noting the date and will send to the City Council with their recommendation. *(Section 6-6.0317)*

11. The City Council, within 60 days, will approve or disapprove the Final Plat. Approval will be done by Resolution, noting the Planning and Zoning Commission recommendation in the Resolution, as per Section 6-6.0317. If disapproved, objections are to be put in writing. *(Section 6-6.0318)*

12. Subdivider will record the Final Plat with County Recorder. *(Section 6-6.0318)* **See page 9 for list of items needed to record plat.**

Preliminary Plat Checklist

The Preliminary Plat shall be prepared in the following manner *(Section 6-6.0303)*:

☒ 1. Prepared by a registered engineer

☒ 2. Prepare in a scale of not more than 1" = 50' **22"X34"**

☒ 3. Prepared in pen.

☒ 4. If more than 1 sheet, sheets shall be numbered in sequence

The submitted Preliminary Plat shall include the following information *(Section 6-6.0303)*:

☒ 1. Title

☒ 2. Scale

☒ 3. North Point

☒ 4. Date

☒ 5. Subdivision boundary lines, showing dimensions, bearings, angles, and references to section, townships and range lines or corners. Exterior boundaries are to be indicated with a solid heavy line.

☒ 6. Present and proposed streets, alleys, sidewalks, and storm water inlets with their rights-of-way, in or adjoining the subdivision, dedicated widths, gradients, types and widths of surfaces, curbs, plantings, strips, location of street lights, fire hydrants, and street signs.

☒ 7. Proposed layout of blocks and lots showing dimensions, radii, chords, and the square foot areas of lots that are not rectangular, and the lot and block number in numerical order.

☒ 8. Building setback or front yard lines.

☒ 9. Parcels of land proposed to be dedicated or reserved for schools, parks, playgrounds, or other public, semi-public or community purposes.
None

☒ 10. Present and proposed easements, showing locations, widths, purposes, and limitations.

☒ 11. Location and names of adjoining parcels of unsubdivided and subdivided land.
Add south parcel

☒ 12. Boundaries of the highest known flood of record or the 100-year recurrence interval flood, whichever is greater, affecting the subdivision and the source of information.

☒ 13. If the proposed subdivision borders on a lake or stream, the distances and bearings of meander line established not less than twenty (20) feet back from the mean high water mark of the lake or stream.
Not applicable

☒ 14. Existing blocks, lots and buildings.

☒ 15. Present and proposed utility systems including sanitary and storm sewers, other drainage facilities, water lines, gas mains, electric utilities, and other facilities, with the size and location of each. If the subdivision is within one mile of public sewer or water or both, notation shall be made of the direction and distance to such facilities.

☒ 16 Proposed name of the subdivision.

☒ 17. Names and addresses of the owner, subdivider, builder, and engineer who prepared the preliminary plat, and the surveyor who will prepare the final plat.

☒ 18. Official legal description of the property being platted.

☒ 19. Contours at vertical intervals of not more than two (2) feet if the general slope of the site is less than ten (10) percent and at vertical intervals of not more than five (5) feet if the general slope is ten (10) percent or greater.

☒ 20. Existing and proposed zoning of the proposed subdivision and adjoining property.

☒ 21. Location of all proposed monuments.

☒ 22. Location of natural watercourses, bridges, wooded areas, and such other topographical features as are pertinent.

Additional Documentation for Preliminary Plat

The following information is required to be submitted with this application for consideration of the Preliminary Plat *(Section 6-6.0303 and 6.03604)*:

☒ 1. $250 Preliminary Plat filing fee.

☒ 2. 15 copies of the Preliminary Plat.

☒ 3. A complete listing of all existing covenants which apply to the land to be subdivided, and a complete listing of all covenants which are proposed by the developer to apply to the subdivided land.

☒ 4. A table of the following information:
- Total acreage of subdivision.
- Total number of lots.
- Minimum, average, and maximum lot area.
- Acreage of public lands to be dedicated or reserved other than streets.

☒ 5. An attorney's opinion showing that the fee title to the property proposed or subdividing is in the owner's name as shown on the plat and showing any encumbrances that may exist against the land.

☒ 6. If any portion of the subdivision is to have access on a state or county jurisdictional street, a written and signed statement acknowledging and permitting the access by the duly authorized official of the appropriate jurisdiction.
Not applicable

☒ 7. A site-grading plan for the entire subdivision with elevations referred to mean sea level as exhibited in standard U.S. Geological Survey Maps.

☐ 8. Location and names of adjoining parcels of land.

☒ 9. A certificate to be signed by the County Auditor, as required by Section 354.11 (5), Code of Iowa, as amended, approving the name or title of the subdivision plat.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

BLOCK 5, NORTHRIDGE FOURTH SUBDIVISION, PHASE THREE, CITY OF CARROLL, CARROLL COUNTY, IOWA

THIS DECLARATION, is made as of April 20, 2017 by the party signatory hereinafter referred to as "Declarant."

RECITALS:

WHEREAS, The Declarant is the current legal titleholder to:

Lots 1-16 and Outlot A, Block 5, Northridge Fourth Subdivision, Phase Three, City of Carroll, Carroll County, Iowa.

WHEREAS, Declarant desires that the Lots be held, sold and conveyed subject to the provisions hereof.

NOW THEREFORE, Declarant hereby declares that all of the Lots described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Lots, and which shall run with such real property and be binding on all parties having any rights, title or interest in the Lots or any part thereof, their heirs, transferees, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1. "Association" shall mean and refer to Block 5 Northridge Fourth, Phase Three, Homeowners Association, Inc., its successors and assigns, a nonprofit corporation organized pursuant to Chapter 504 of the Iowa Code (2017).

2. "Association Responsibility Elements" shall mean any improvements hereafter located in the Common Area on Outlot A.

3. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

4. "Common Area" means all property now owned by the Association.

5. "Declarant" shall mean and refer to the entity which is the signatory to this Declaration.

6. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions to which the Lots are subject.

7. "Member" shall mean and refer to those persons entitled to membership in the Association as provided, the Articles of Incorporation of the Association and the Bylaws of the Association.

8. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and any contract purchasers thereof, but excluding those having such interest in the Lot merely as security for the performance of an obligation or a lien upon the property by provision of a mortgage or other consensual lien instrument or by operation of law.

ARTICLE II
PROPERTY RIGHTS IN COMMON AREA

1. **Obligations of the Association**. The Association shall be responsible for the management, control and maintenance of the common area and association responsibility elements, on Outlot A and shall keep the same in a good, clean, attractive and safe condition, order and repair.

   No person other than the Owner of a Lot and/or the Owner's agents, family, designees, invitees, or guests shall have the right to enter upon the common area or use association responsibility elements, except as otherwise provided for herein and that the Association and its designees may enter upon the common area and association responsibility elements at reasonable times for the following purposes:

   A. Installation, repair, mowing, maintenance, replacement or inspection of the Common Area and Association Responsibility Elements.

   B. Enforcement of any provisions of this Declaration or the Articles of Incorporation or the Bylaws of the Association.

   In the event that the need for maintenance or repair of any portion of any Common Area or Association Responsibility Element is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the agents, designees, invitees, tenants or guests of an Owner, the cost of such maintenance or repair, shall be added to and become part of the assessment to which the Owner is subject and a lien upon the Lot of such Owner and shall become due and payable upon demand.

2. **Use of the Common Area**. The Common Area shall be used strictly in accordance with the provisions of the Declaration, Articles of Incorporation and By-laws. No Owner shall obstruct or interfere whatsoever with the rights and privileges of other Owners or the Association in the Common Area, and nothing shall hereafter be planted, altered, constructed upon, or removed from the Common Area except by prior written consent of the Association. If an Owner violates this section, the Association shall have the right to restore the Common Area to the prior condition and charge and assess the cost thereof against the Owner who violates this section and such cost shall become a special assessment and a lien upon the Lot of such Owner and shall become due and payable upon demand. The Association shall have the same rights and powers to collect the cost of such restoration as provided in this Declaration for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Area, the Association or the offended Owner may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorneys fees as the Court may allow together with all necessary costs and disbursements incurred in connection therewith.

3. **Duration.** The Common Area shall not be diminished or otherwise altered except by approval of the Association's Board of Directors.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **Membership**. Every Owner of Lots 1-16 herein, shall be a Member of the Association and is subject to assessment as provided in this Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Ownership of a Lot shall be the sole qualification for membership.

2. **Single Class of Membership**. Initially, the Association shall have one class of voting membership.

3. **Majority Vote**. Whenever this Declaration or the Articles or Bylaws of the Association require a majority vote of the Members for approval of any action, such majority vote shall be determined by counting the combined total Members present at a meeting, in person or by proxy, eligible to vote on a matter and the number actually voting on such matter. Each Lot owner shall have one membership and one vote per membership.

4. **Board of Directors**. The Members shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the day-to-day affairs of the Association.

5. **Suspension of Voting Rights**. The Association may suspend the voting rights of a Member for any period during which any assessment against the Owner's Lot remains unpaid.

6. **Notice of Member's Meetings**. Required notices of Member's meetings shall be as specified in the Association's Bylaws.

ARTICLE IV
COVENANT FOR ASSESSMENTS

1. **Creation of the Lien and Personal Obligation for Assessments**. The Declarant hereby covenants, and each future Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (to the extent such are due and payable while such Owner owns any Lot): (1) all regular maintenance assessments or charges, and (2) all special assessments for capital improvements and operating deficits; and all other assessments as may be necessary to cover expenses of services as provided in this Declaration; such assessments to be established and collected as determined by the Board of Directors. The regular maintenance and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, senior to all liens except a first mortgage of record and any ad valorem taxes. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such person's successors or transferees in title unless expressly assumed by them.

2. **Purpose of Assessments**. The assessments levied by the Association shall be used exclusively for enforcing the rights of either the Owners or the Association, or both, for the installation, repair, replacement, inspection and maintenance of the Common Area, Association Responsibility Elements and for other purposes specifically provided herein.

3. **Regular Maintenance Assessments**. The Board of Directors shall fix the assessments. A portion of such assessments may be set aside or otherwise allocated to a reserve fund for the purpose of providing, repair to and replacement, and other common expenses associated with the maintenance, operation and repair of the Association Responsibility elements.

4. **Special Assessments for Capital Improvements and Operating Deficits**. In addition to the assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, which the Association is to maintain or for operating deficits which the Association may from time to time incur

5. **Uniform Rate of Assessment**. Subject to Section 6 below, both the regular maintenance and the special assessments must be fixed at a uniform rate for all Lots and shall be collected on a regular basis

6. **Date of Commencement of Assessments Due Dates**. The assessments for regular maintenance, taxes, and insurance provided for herein shall commence as to each respective Lot on July 1, 2017. The Board of Directors shall fix any increase in the amount of such assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Directors shall deem appropriate shall be sent to every Owner. The due dates for all

assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

7. **Effect of Nonpayment of Assessments: Remedies of the Association**. Any assessment not paid within thirty (30) days after the due date shall be in default and shall bear interest from the due date at the rate of eight percent (8%) per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of such assessment the reasonable attorneys fees incurred in such action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

ARTICLE V
MAINTENANCE

1. **Maintenance Obligations of Association**. The Association shall have the right and responsibility to provide all maintenance, repair and replacement of the common areas and association responsibility elements.

2. **Responsibility for Willful or Negligent Acts**. In the event that the need for maintenance or repair to any portion of the association responsibility elements or common area is caused through the willful or negligent act of an Owner, Owner's agents, designees, invitees, tenants, or guests, the cost of such maintenance or repairs shall be added to and become a part of the assessments to which the Owner's Lot is subject.

3. **Snow and Ice Removal**. The Association shall be responsible for snow and ice removal from any sidewalk or trail, if any, on the common area to the extent such is reasonably practical.

4. **Lawn Care and Landscaping**. The Association shall maintain and keep in good repair the association responsibility elements and common area, which such maintenance shall include but not be limited to the mowing and other landscaping work associated with the association responsibility elements and common area.

5.

ARTICLE VI
INSURANCE

1. **Owners Insurance Obligations.** Each lot owner shall procure and maintain in full force and effect throughout the term of this agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage

occurring upon, in or about each lot owner's property.

2. **Authority to Purchase; Notice**. In addition to the regular maintenance assessments and the special assessments, the Association may levy assessments for all insurance purchased by the Association, including but not limited to general public liability insurance and property damage insurance.

   The deductible, if any, on the insurance policy purchased by the Association shall be a common expense provided, however, that the Association may assess any deductible amount necessitated by the negligence, misuse or neglect of an Owner against such Owner.

3. **Liability Insurance**. The Association shall obtain and maintain comprehensive general liability and property damage liability insurance in such limits as the Board of Directors may from time to time determine, insuring the Association, each director, and each Owner against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the Association's ownership or use of the Common Areas. In no event shall such insurance be less than one million dollars covering all claims for bodily injury or property damage arising out of one occurrence.

4. **Other Insurance**. The Association may also obtain and maintain:

   A. directors and officers liability insurance; and

   B. such other insurance as the Board of Directors may determine.

5. **Indemnification.** Each owner hereby indemnifies and saves all other owners including the Association harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage occurring on or from its own Lot.

ARTICLE VII
GENERAL PROVISIONS

1. **Right of Enforcement**. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, the Association, any Declarant, and any person in ownership of one or more Lots shall have the right to enforce the covenants, conditions, and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Iowa law, with or without proving any actual damages, including the right to secure injunctive relief, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

2. **Amendment**. This Declaration may be amended or changed at any time by the recordation by an instrument recorded in the Office of the Recorder of Carroll County, Iowa, signed or approved in writing by the Association.

3. **Miscellaneous.** This Declaration shall be perpetual and run with the land and shall be binding upon all parties claiming under them. Invalidation of any one or more of the covenants, conditions or restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions hereof, but the same shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 20th day of April, 2017.

ROMAN J. STEFFES & SONS
CONSTRUCTION, INC.

BY Martin J. Steffes
Martin J. Steffes, Vice-President
of Declarant

m:\janet\word\dsb\2236\northridge\declaration of covenants

Before the City Council for Carroll, Iowa

In the matter of **THE PETITION TO APPROVE PLAT OF THE NORTHRIDGE FOURTH SUBDIVISION PHASE THREE, CITY OF CARROLL, CARROLL COUNTY, IOWA.**	**ATTORNEY'S TITLE OPINION** *made pursuant to Iowa Code section 354.11(1)(c)*

To Whom It May Concern:

I have examined the title to the real estate described as:

A parcel of land located in the Southeast Quarter of Section 19, Township 84 North, Range 34 West of the Fifth P.M., Carroll County, Iowa, being described as follows:

Referring to the Northeast Corner of the Southeast Quarter of said Section 19; thence S 00° 27' 59" E (assumed bearing) on the East line of said Southeast Quarter, a distance of 824.59 feet to the Southeast Corner of Northridge Fourth Subdivision, Phase Two, as Platted in the City of Carroll, Iowa, and the Point of Beginning;

Thence continuing S 00° 27' 59" E on said East line, a distance of 531.75 feet; thence S 89° 50' 17" W, a distance of 1246.25 feet to the East right of way line of Bella Vista Drive, said right of way line also being the southerly extension of the West line of Block 4, Northridge Fourth Subdivision, Phase 1;

Thence N 00° 15' 50" W on said East right of way line, a distance of 200.00 feet to the Southwest corner of Lot 1, of said Block 4;

Thence N 89° 47' 59" E on the South line of said Lot 1, a distance of 147.72 feet to the Southeast Corner of said Lot 1;

Thence N 00° 04' 29" W on the East line of Lots 1 through 4, inclusive, of said Block 4, a distance of 487.88 feet to the Northeast Corner of said Lot 4;

Thence N 89° 56' 55" W on the North line of said Lot 4, a distance of 25.62 feet;

Thence N 00° 02' 23" W, a distance of 50.00 feet to the Southeast Corner of Lot 1, Block 3 of said Northridge Fourth Subdivision Phase One;

Thence N 00° 02' 23" W on the East line of said Lot 1, a distance of 130.12 feet to the Southwest Corner of Lot 19, Block 3, Northridge Fourth Addition Phase Two, as platted in the City of Carroll, Carroll County, Iowa;

Thence N 89° 55' 21" E on the South line of Lots 12 through 19, inclusive, of said Block 3, a distance of 744.03 feet to the Southeast Corner of said Lot 12;

Thence S 00° 08' 00" E on the West line of Lot 10 of said Block 3, a distance of 130.08 feet to the Southwest Corner of said Lot 10;

Thence S 00° 03' 30" W, a distance of 50.00 feet to the South right of way line of 10th Street, as platted in said Northridge Fourth Subdivision Phase Two;

Thence N 89° 55' 02" E on said South right of way line, a distance of 112.08 feet;

Thence Southeasterly continuing on said Southerly right of way line, on a 14.00 foot radius curve to the right, an arc distance of 22.12 feet to a point on the West right of way line of Northridge Drive, as platted in said Northridge Fourth Subdivision, Phase Two, the chord of said curve bears S 45° 26' 24" E, a distance of 19.89 feet;

Thence S 00° 23' 38" E on said West right of way line, a distance of 156.49 feet;

Thence N 89° 32' 35" E, a distance of 50.03 feet to the East right of way line of said Northridge Drive;

Thence Northeasterly on said East right of way line, on a 14.00 foot radius curve to the right, an arc distance of 21.95 feet to a point on the South right of way line of said 10th Street, the chord of said curve bears N 44° 45' 59" E, a distance of 19.77 feet;

Thence N 89° 29' 44" E on said South right of way line, a distance of 185.97 feet to the point of beginning containing 19.34 acres, more or less.

All of which contains the real estate described as the **Northridge Fourth Subdivision Phase Three, City of Carroll, Carroll County, Iowa.**

for the purposes of Iowa Code section 354.11(1)(c) (2013), as disclosed by an abstract of title beginning on root of title and concluding with entry number 48, certified by the Security Title & Investment Company on March 20, 2017 at 8:00 o'clock A.M.

I find that on the date of last continuation, the sole proprietor, as defined by Iowa Code section 354.2(16), of said property was: **Roman J. Steffes and Sons Construction, Inc.**, subject to all easements of record.

EXCEPTIONS

NONE.

CAUTIONS

1. It is not possible to determine from the Abstract what improvements are located on the property described in the Title Opinion. It is also not possible to determine if any existing fence is located on the property line. In case of doubt as to the location of the property, or the location of any improvements or boundary lines, a survey may be required.

2. Since the following cannot be determined by an examination of this Abstract, you are required to take notice of all persons in possession of the real estate, such as a lease on the real estate, or any interest other than that of the titleholder of record; any facts that might or could be disclosed by a survey, as I render no opinion to you as to the boundaries of said real estate; the right to file Mechanic's Liens against the premises for labor or materials furnished in connection with improvements thereon, within 90 days of the furnishing of the last item; and any applicable restrictions as to building, occupancy or usage contained in applicable zoning ordinances.

3. Also, you should inquire as to the existence of hazardous waste, underground storage tanks, drainage wells, etc., for the reason that federal and state environment laws may require removal or remedy of environmental violations and you, as the owner, could be liable even though you were not responsible for the violations. You should also inquire with the Clerk of Federal District Court concerning any Environmental Protection Agency liens.

4. Also, this Abstract examiner renders no opinion on any of the following:

   a. Rights of access to and from highways and streets, which may be designated as "controlled access facilities" by state or city authorities;
   b. Contracts for public improvements on file in the Auditor's office under which special assessment liens may exist;
   c. Rights of trustees in bankruptcy to set aside transfers of interest in real estate by the bankrupt within one year prior to the date of filing for bankruptcy;
   d. Rights in and to fixtures or equipment, if any, on the property, or in or attached to a building on this property under conditional sale, rental, or other agreements reserving title;
   e. Environmental Protection Agency liens. NOTE: You should be aware that liability can be imposed upon a land owner even if the polluting was legal at the time it occurred and even if the pollution did not originate on said property.

Dated this 7th day of April, 2017

Sincerely,

POLKING LAW OFFICE, PLLC

By: _____
Christopher C. Polking
Attorney's Title Guaranty #3503

STATE OF IOWA; COUNTY OF CARROLL, ss:

On this 7th day of April, A.D., 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Christopher C. Polking, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IOWA
KATHLEEN ORTON
Commission Number 709922
MY COMMISSION EXPIRES
MAY 14, 2019

Kathleen Orton
Notary Public in and for the State of Iowa

Before the City Council of Carroll, Iowa

In the matter of **THE PETITION TO APPROVE PLAT NORTHRIDGE FOURTH SUBDIVISION PHASE THREE CARROLL IOWA.**	**AUDITOR'S CERTIFICATE OF APPROVAL OF NAME OF PROPOSED SUBDIVISION**

I, Kourtney Irlbeck, being the Auditor of Carroll County, Iowa, and pursuant to Iowa Code Sections 354.9 and 354.11, do hereby approve the name "Northridge Fourth Subdivision Phase Three Carroll Iowa" as shown upon the preliminary and final plats presented to me.

Witness by hand and seal this 15 day of March 2017.

Kourtney Irlbeck

Kourtney Irlbeck, Auditor of Carroll County, Iowa

Index Legend	
Location:	Part of the Southeast Quarter
	Section 19, T84N, R34W
Requestor:	Roman Steffes and Sons Construction
Proprietor:	Roman Steffes and Sons Construction
Surveyor:	Matt Fouts, PLS
Surveyor Company:	JEO Consulting Group, Inc.
Return To:	Cody Forch 724 Simon Avenue Carroll, Iowa 51401

FOR RECORDER'S USE ONLY

PRELIMINARY PLAT
NORTHRIDGE FOURTH SUBDIVISION PHASE THREE
CITY OF CARROLL
CARROLL COUNTY, IOWA

LEGEND

UTILITY EASEMENT	----------	MEASURED DISTANCE	M
BUILDING SET BACK LINE	— — — — 30' BSL — — — —	PLATTED DISTANCE	P
		RECORDED DISTANCE	R
MONUMENT FOUND	✦	RIGHT-OF-WAY	ROW
FOUND MONUMENT LABEL	Ⓐ	EASEMENT	EASE.
		UTILITIY	UTIL.
MONUMENT SET 5/8" X 24" REBAR WITH YELLOW CAP "FOUTS LS 23586"	●	PROPOSED	PROP.
TEMPORARY POINT	○	ELECTRICAL	ELEC.

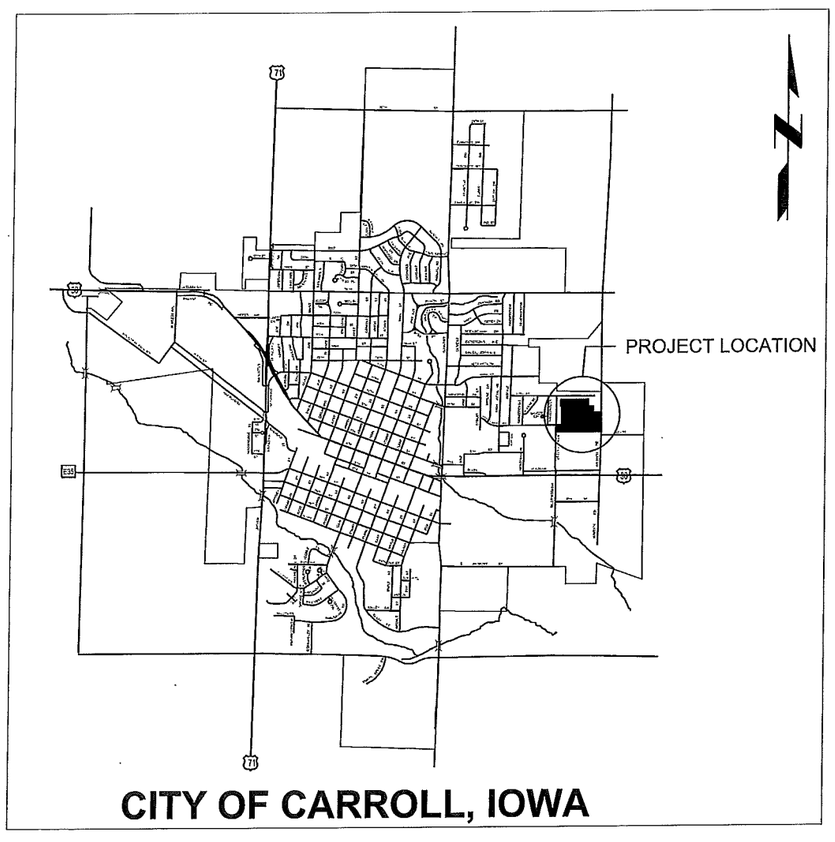
JEO CONSULTING GROUP INC
800.723.8567

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	14.00'	21.93'	89° 44' 46" RT	S 45° 12' 55" E	19.76'
C2	14.00'	22.27'	91° 07' 50" RT	N 44° 44' 21" E	19.73'
C3	14.00'	22.20'	90° 51' 43" RT	S 44° 58' 54" W	19.85'
C4	14.00'	22.06'	90° 17' 14" RT	N 45° 18' 21" W	19.85'
C5	14.00'	22.22'	90° 55' 07" RT	S 44° 41' 05" W	19.96'
C6	64.05'	50.92'	45° 33' 09" LT	N 67° 03' 42" E	48.99'
C7	64.05'	50.64'	45° 18' 21" LT	N 22° 11' 05" E	48.79'
C8	14.00'	21.95'	89° 50' 15" RT	N 44° 15' 39" E	19.81'
C9	14.00'	22.12'	90° 32' 42" RT	S 45° 02' 15" E	19.60'

LINE	DISTANCE	BEARING
L1	10.00'	N 44° 54' 26" E
L2	10.00'	S 45° 37' 15" E
L3	10.00'	S 44° 44' 29" W
L4	10.06'	N 45° 12' 09" W
L5	6.09'	N 89° 50' 17" E
L6	11.88'	N 00° 28' 06" W
L7	10.00'	N 89° 50' 17" E

2017
NORTHRIDGE FOURTH SUBDIVISION
PHASE THREE
CARROLL, IOWA

PRELIMINARY PLAT



FOUND MONUMENTS

Ⓐ 5/8" REBAR WITH YELLOW CAP #12108 - RIGHT-OF-WAY CORNER OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
Ⓑ 5/8" REBAR WITH YELLOW CAP #12108 - RIGHT-OF-WAY CORNER OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
Ⓒ 5/8" REBAR WITH YELLOW CAP #12108 - RIGHT-OF-WAY CORNER OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
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Ⓕ 5/8" REBAR WITH YELLOW CAP #12108 - RIGHT-OF-WAY CORNER OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
Ⓖ 5/8" REBAR WITH YELLOW CAP #12108 - RIGHT-OF-WAY CORNER OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
Ⓗ 5/8" REBAR WITH YELLOW CAP #12108 - SOUTHWEST CORNER OF LOT 10 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
Ⓘ 5/8" REBAR WITH YELLOW CAP #12108 - SOUTHWEST CORNER OF LOT 11 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
Ⓙ 5/8" REBAR WITH YELLOW CAP #12108 - SOUTHWEST CORNER OF LOT 12 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
Ⓚ 5/8" REBAR - SOUTHWEST CORNER OF LOT 13 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
Ⓛ 5/8" REBAR WITH YELLOW CAP #12108 - SOUTHWEST CORNER OF LOT 16 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
Ⓜ 5/8" REBAR WITH YELLOW CAP #12108 - SOUTHWEST CORNER OF LOT 17 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
Ⓝ 5/8" REBAR WITH YELLOW CAP #12108 - SOUTHWEST CORNER OF LOT 18 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
Ⓞ 5/8" REBAR WITH YELLOW CAP #12108 - SOUTHWEST CORNER OF LOT 19 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 2.
Ⓟ 5/8" REBAR WITH YELLOW CAP #12108 - SOUTHEAST CORNER OF LOT 1 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 1.
Ⓠ 5/8" REBAR WITH YELLOW CAP #12108 - NORTHEAST CORNER OF LOT 4 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 1.
Ⓡ 5/8" REBAR WITH YELLOW CAP #12108 - SOUTHEAST CORNER OF LOT 4 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 1.
Ⓢ 5/8" REBAR WITH YELLOW CAP #12108 - SOUTHEAST CORNER OF LOT 3 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 1.
Ⓣ 5/8" REBAR WITH YELLOW CAP #12108 - SOUTHEAST CORNER OF LOT 2 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 1.
Ⓤ 5/8" REBAR WITH YELLOW CAP #12108 - SOUTHWEST CORNER OF LOT 1 OF NORTHRIDGE FOURTH SUBDIVISION PHASE 1.

BUILDING SETBACKS:

FRONT YARD	30'
REAR YARD MIN.	15'
SIDE YARD MIN.	7.5'

ATTACHED GARAGE MAY BE 5' FROM THE SIDE LOT LINE, BUT NOT A STREET LINE.

*NOTE: ALL FRONT YARD BUILDING SETBACK LINES ARE TO BE MEASURED FROM THE STREET RIGHT-OF-WAY.

NOTE:
ALL BEARINGS ARE ASSUMED, ALL MONUMENTS SET ARE 5/8" X 24" REBAR WITH YELLOW CAP "FOUTS LS 23586". MONUMENTS TO BE SET UPON COMPLETION OF CONSTRUCTION.

OWNER, SUBDIVIDER
ROMAN STEFFES AND SONS CONSTRUCTION
102 S. ADAMS STREET
CARROLL, IA 51401
712-792-9346

LAND SURVEYOR
MATT FOUTS, PLS
724 SIMON AVENUE
CARROLL, IOWA 51401
712-792-9711

DESIGN ENGINEER
CODY FORCH, PE
724 SIMON AVENUE
CARROLL, IOWA 51401
712-792-9711

ACREAGE TABLE

TOTAL ACREAGE	20.14 ACRES
NUMBER OF LOTS	44
MIN. LOT AREA	0.26 ACRES
AVG. LOT AREA	0.38 ACRES
MAX. LOT AREA	2.15 ACRES
PUBLIC LAND AREA	0.00 ACRES
ROW LAND AREA	3.49 ACRES

ZONING:
EXISTING AND PROPOSED ZONING R-3

CITY APPROVALS	PRELIMINARY PLAT APPROVED ROMAN STEFFES AND SONS CONSTRUCTION
RECOMMEND TENTATIVE PLAT APPROVAL - PLANNING & ZONING COMMISSION	
4-12-17	James Steffes 4-5-17
CHAIRMAN DATE	JAMES STEFFES DATE
TENTATIVE PLAT ACCEPTED - CITY OF CARROLL, IOWA	Marty Steffes 4-5-17
CLERK DATE	MARTY STEFFES, MANAGER DATE

LICENSED PROFESSIONAL ENGINEER
CODY F. FORCH
22843
IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

Cody Forch 4/5/17
SIGNATURE DATE
CODY F. FORCH, PE
PRINTED OR TYPED NAME
22843
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEET 1 - 3

PROJECT NO.	130035.00
DATE	4/5/2017
DRAWN BY	CDH
FILE NAME	S-130035.00-PREPLAT-1.dgn
FIELD BOOK	NORTHRIDGE 4 PHASE 3 BOOK #1
FIELD CREW	HH HH
SURVEY FILE NO.	130035.00
PLAN IN HAND INITIALS / DATE	PIH INI PIH DATE
70 PERCENT REVIEW INITIALS / DATE	70% INI 70% DATE
95 PERCENT REVIEW INITIALS / DATE	95% INI 95%DATE
REVISIONS	

SHEET 1 OF 3

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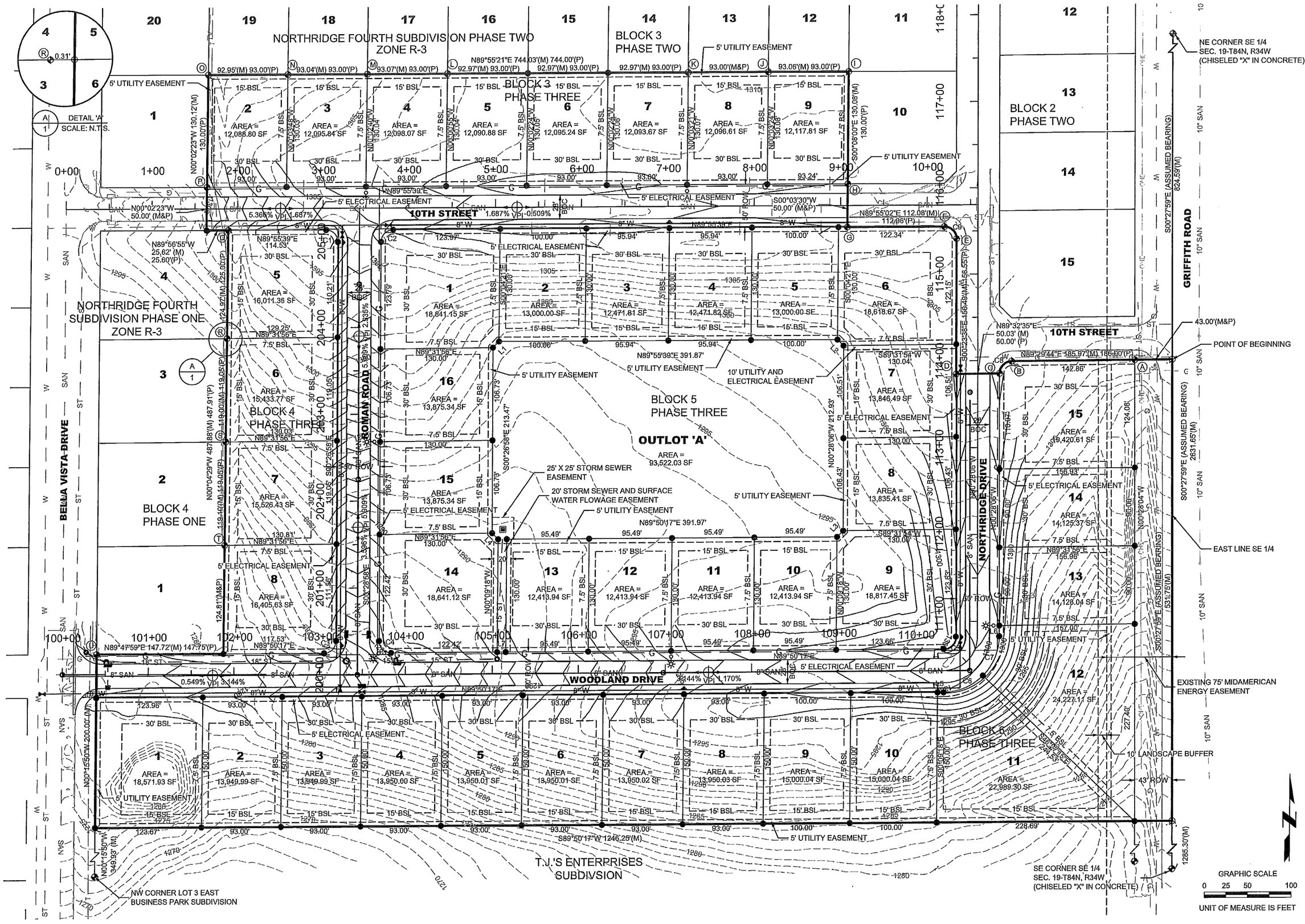

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2017
NORTHRIDGE FOURTH SUBDIVISION
PHASE THREE
CARROLL, IOWA

PRELIMINARY PLAT

PROJECT NO.	130035.00
DATE	4/5/2017
DRAWN BY	CDH
FILE NAME	S-130035.00-PREPLAT-2.dgn
FIELD BOOK	NORTHRIDGE 4 PHASE 3 BOOK #1
FIELD CREW	HH HH
SURVEY FILE NO.	130035.00
PLAN IN HAND INITIALS / DATE	PIH INI PIH DATE
70 PERCENT REVIEW INITIALS / DATE	70% INI 70% DATE
95 PERCENT REVIEW INITIALS / DATE	95% INI 95%DATE
REVISIONS	

SHEET 2 OF 3

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Print Date/Time: 4/5/2017 10:13:01 AM By: choffmann

PRELIMINARY PLAT
NORTHRIDGE FOURTH SUBDIVISION PHASE THREE CITY OF CARROLL CARROLL COUNTY, IOWA

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 84 NORTH, RANGE 34 WEST OF THE FIFTH P.M., CARROLL COUNTY, IOWA, BEING DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE S00°27'59"E (ASSUMED BEARING) ON THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 824.59 FEET TO THE SOUTHEAST CORNER OF NORTHRIDGE FOURTH SUBDIVISION, PHASE TWO, AS PLATTED IN THE CITY OF CARROLL, IOWA, AND THE POINT OF BEGINNING;

THENCE CONTINUING S00°27'59"E ON SAID EAST LINE, A DISTANCE OF 531.75 FEET; THENCE S89°50'17"W, A DISTANCE OF 1246.25 FEET TO THE EAST RIGHT OF WAY LINE OF BELLA VISTA DRIVE, SAID RIGHT OF WAY LINE ALSO BEING THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 4, NORTHRIDGE FOURTH SUBDIVISION, PHASE 1;

THENCE N00°15'50"W ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, OF SAID BLOCK 4;

THENCE N89°47'59"E ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 147.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE N00°04'29"W ON THE EAST LINE OF LOTS 1 THROUGH 4, INCLUSIVE, OF SAID BLOCK 4, A DISTANCE OF 487.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;

THENCE N89°56'55"W ON THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 25.62 FEET;

THENCE N00°02'23"W, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 3 OF SAID NORTHRIDGE FOURTH SUBDIVISION PHASE ONE;

THENCE N00°02'23"W ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 130.12 FEET TO THE SOUTHWEST CORNER OF LOT 19, BLOCK 3, NORTHRIDGE FOURTH ADDITION PHASE TWO, AS PLATTED IN THE CITY OF CARROLL, CARROLL COUNTY IOWA;

THENCE N89°55'21"E ON THE SOUTH LINE OF LOTS 12 THROUGH 19, INCLUSIVE, OF SAID BLOCK 3, A DISTANCE OF 744.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12;

THENCE S00°08'00"E ON THE WEST LINE OF LOT 10 OF SAID BLOCK 3, A DISTANCE OF 130.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10;

THENCE S00°03'30"W, A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF 10" STREET, AS PLATTED IN SAID NORTHRIDGE FOURTH SUBDIVISION PHASE TWO;

THENCE N89°55'02"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 112.08 FEET;

THENCE SOUTHEASTERLY CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE, ON A 14.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 22.12 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTHRIDGE DRIVE, AS PLATTED IN SAID NORTHRIDGE FOURTH SUBDIVISION, PHASE TWO, THE CHORD OF SAID CURVE BEARS S45°26'24"E, A DISTANCE OF 19.89 FEET;

THENCE S00°23'38"E ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 156.49 FEET;

THENCE N89°32'35"E, A DISTANCE OF 50.03 FEET TO THE EAST RIGHT OF WAY LINE OF SAID NORTHRIDGE DRIVE;

THENCE NORTHEASTERLY ON SAID EAST RIGHT OF WAY LINE, ON A 14.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 21.95 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID 10" STREET, THE CHORD OF SAID CURVE BEARS N44°45'59"E, A DISTANCE OF 19.77 FEET;

THENCE N89°29'44"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 185.97 FEET TO THE POINT OF BEGINNING, CONTAINING 19.34 ACRES, MORE OR LESS.

DEDICATION:

KNOW ALL MEN BY THESE PRESENT: THAT ROMAN STEFFES AND SONS CONSTRUCTION IS THE OWNER OF THE LAND DESCRIBED WITHIN THE PERIMETER DESCRIPTION AND EMBRACED WITHIN THIS PLAT AND HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS NORTHRIDGE FOURTH SUBDIVISION, PHASE THREE. SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF ITS PROPERTY AS SHOWN ON THIS PLAT. SAID OWNER FURTHER GRANTS PERPETUAL UTILITY EASEMENTS AND PUBLIC DRAINAGE EASEMENTS TO THE CITY OF CARROLL AND ANY PUBLIC OR PRIVATE UTILITY FOR RECIPROCAL USE BY THE LICENSEES OF SAID SUBDIVISION TO BUILD, ERECT, MAINTAIN AND OR REPAIR THE FOLLOWING: WATERLINES, DRAINAGE FACILITIES, NATURAL GAS LINES, WIRES AND CABLES FOR CARRYING TRANSMISSION OF ELECTRICAL CURRENT FOR LIGHT, HEAT, POWER AND FOR THE TRANSMISSION AND RECEPTION OF SIGNALS AND SOUNDS OF ALL KINDS ON, OVER, THROUGH, UNDER AND ACROSS ALL STRIPS OF LAND LABELED AS UTILITY EASEMENTS ON THIS PLAT. THE GRADE, ELEVATION OR CONTOUR OF ANY PART OF THE EASEMENT AREA SHALL NOT BE CHANGED WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY OF CARROLL. NO LANDSCAPING OR STRUCTURE SHALL BE ERECTED OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN APPROVAL OF THE CITY OF CARROLL.

NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP:

COMMUNITY-PANEL NUMBER: 190041 0005 B
MARCH 19, 1990
ZONE X (NON-FLOOD PLAIN)

BENCH MARKS:

1) 1294.60(Ft) NAD 1983,
POINT NUMBER 2995
MONUMENT TYPE: SANITARY MANHOLE LID
LOCATION: CENTER OF 10TH STREET
AND BELLA VISTA DRIVE INTERSECTION

JEO CONSULTING GROUP INC
800.723.8567

2017
NORTHRIDGE FOURTH SUBDIVISION
PHASE THREE
CARROLL, IOWA

PRELIMINARY PLAT

PROJECT NO.	130035.00
DATE	4/5/2017
DRAWN BY	CDH
FILE NAME	S-130035.00-PREPLAT-3.dgn
FIELD BOOK	NORTHRIDGE 4 PHASE 3 BOOK #1
FIELD CREW	HH HH
SURVEY FILE NO.	130035.00
PLAN IN HAND INITIALS	PIH INI
PLAN IN HAND DATE	PIH DATE
70 PERCENT REVIEW INITIALS	70% INI
70 PERCENT REVIEW DATE	70% DATE
95 PERCENT REVIEW INITIALS	95% INI
95 PERCENT REVIEW DATE	95%DATE
REVISIONS	

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File Name and Location: P:\Engineering\130035.00 - Northridge 4 Phase 3 Residential S-ldivision\7.Design\2 Drawings\Sheets\S-130035.00-PREPLAT-3.dgn
Print Date/Time: 4/5/2017 10:13:03 AM By: chaffmann