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2113

June 11, 2008

RECORDED 10:00 A M
BK 401 PG 214-236

Mr. Edward F. Cambridge
20703 Barrus Road
Glenwood, IA 51534

INDEXED
RECORDED
MILLS CO.

JUL 08 2008
#122. *ee file*
Vicki McClinton
Mills County Recorder
CAB B SL 302 B

RE: Abstract Opinion

We have examined abstract of title to:

A parcel of land located in part of Lot Two (2) of the Auditor's Subdivision of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section Twenty-seven (27), Township Seventy-three (73) North, Range Forty-three (43) West of the 5th Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows: Commencing at the Northwest Corner of Outlot 1 of Woodfield Subdivision - 1st Addition and the Point of Beginning; thence S00°00'00"E a distance of 63.83 feet; thence S08°58'36"E a distance of 141.38 feet to the North right-of-way line of Elderberry Road and a point on a curve concave Northwesterly having a central angle of 21°02'15" and a radius of 717.00 feet; thence Northeasterly along said North right-of-way line and along a portion of said curve an arc length of 3.23 feet with a chord bearing and distance of N80°50'53"E, 3.23 feet to the end of said curve; thence N80°45'44"E along said North right-of-way line a distance of 29.62 feet; thence S09°13'57"E a distance of 66.01 feet to the South right-of-way line of said Elderberry Road; thence S80°45'44"W along said South right-of-way line a distance of 29.62 feet to the beginning of a curve concave Northwesterly having a central angle of 21°02'15" and a radius of 783.00 feet; thence Southwesterly along said South right-of-way line and along a portion of said curve an arc length of 72.22 feet with a chord bearing and distance of S83°24'22"W, 72.19 feet; thence S03°19'51"E a distance of 159.55 feet; thence S23°35'34"W a distance of 85.30 feet; thence S21°13'30"W a distance of 96.92 feet; thence S14°23'31"W a distance of 96.92 feet; thence S07°33'33"W a distance of 73.60 feet; thence N88°40'59"W a distance of 241.56 feet; thence N03°59'08"E a distance of 204.92 feet; thence N26°58'56"W a distance of 250.00 feet; thence N11°47'59"E a

401/214

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distance of 186.00 feet; thence S78°12'01"E a distance of 49.83 feet; thence N11°47'59"E a distance of 172.12 feet; thence S89°39'27"E a distance of 348.28 feet to the Point of Beginning. Note: The North line of the NE1/4 SE1/4 of said Section 27 is assumed to bear S89°39'27"E for this description.

The abstract was last certified to by The Mills County Abstract Company consisting of 310 total entries in 18 parts with the last eight parts, K, L, M, N, O, P, Q, and R thereof, consisting of 93 consecutively numbered entries and extending from the United States Government to May 27, 2008, at 8:00 A.M.

We have conducted our examination under the provisions of the Iowa Marketable Title Act. We find marketable title at the time of last certification of the abstract as shown by the abstract to be in OAK RANCH DEVELOPMENTS, L.L.C., a/k/a OAK RANCH DEVELOPMENTS, LLC, subject only to the following:

1. At Entry #93, Part R, the general taxes for the year 2006 and prior years are shown paid. We assume that the reference to the general taxes for 2006 is a reference to the fiscal year 2006-2007 taxes due and payable in fiscal 2007-2008.
2. The abstractor makes the notation that no certification is made for special assessments other than special assessments certified to the County Treasurer and collected pursuant to Iowa law. If you feel that there may be special assessments in the planning stage by the City, County or other governmental authority controlling the property, you should contact the clerk or secretary of that governmental authority to determine if there are any special assessments planned.
3. At Entry #47, Part O, appears a Statement and Notice from the County Soil Conservation District. Said Notice states that certain real estate in the County may be subject to the soil conservation practice refund provided for in Chapter 467A.7(16) Iowa Code. The Notice does not describe any real estate. The agreement for a refund does not create a lien on the land, but can become a charge personally against the owner of the land at the time of removal, alteration, or modification of the conservation practice. Under this statute, the district need not record the specific agreement in order to transfer this obligation to a subsequent owner of the land. These agreements should be on file at the County NRCS office and may be viewed during regular office hours. You are referred to the NRCS office for further particulars.
4. A lien search was shown for Oak Ranch Developments, L.L.C. to May 27, 2008 at 8:00 o'clock A.M.

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5. At Entries #91 and #92, Part R, and #68, Part P, the abstractor makes a notation that the property under examination is controlled by the Mills Zoning Ordinance. You should check with the Zoning Administrator to determine the present use and to determine if your intended use of the property qualifies under the existing zoning classification. We advise you that zoning and building codes may govern your ability to rebuild, remodel, add other buildings or change the use of the property under examination. You should satisfy yourself that your intended use and future needs of the property under examination qualify under the zoning and building codes and classifications.
6. At Entries #44, Part O, #69, Part P, and #90, Part R, is shown a subdivision ordinance providing rules and regulations for the subdivision of land in Mills County. Additionally, a resolution by the Board of Supervisors of Mills County providing rules and regulations for access to Mills County Secondary Roads is shown. You are referred to the ordinance and resolution as they may affect your use and enjoyment of the property.
7. At Entry #45, Part O is shown an Intergovernmental Agreement creating the Mills County Landfill Association. You are referred to the ordinance for particulars.
8. At Entries #48 and #49, Part O is shown an Ordinance to enact Flood Plain Management for parts of Mills County. You are referred to the ordinance for particulars.
9. At Entry #59, Part P is shown a Notice of Filing of Soil and Water Resource Conservation Plan pursuant to Iowa Code § 457A.7(20), filed July 24, 1992 in Book 190, Page 36. For further particulars you are advised to inspect the plan during normal business hours at the district office, 204 W. 5th, Malvern, Iowa.
10. At Entries #62, Part P and #89, Part R is shown Mills County Entrance and Driveway Ordinance #96-1, dated August 8, 1996 and filed August 14, 1996 in Book 219 at Pages 696-707, which provides for the regulation of entrances and driveways connected to Mills County's Secondary Roads. You are referred to that entry for further particulars.
11. At Entry #8, Part A, is shown the Plat of Subdivisions of Part of Section 27-73-43, dated May 14, 1892 and filed May 16, 1892 in Book 1, Page 39. At Entry #4, Part E, at Entry #1, Part J, is shown the Plat of Section 27-73-43 dated May 14, 1892 and filed May 16, 1892 in Book 1, Page 24. Copies of the plat pictures are attached for your reference.
12. At Entry #80, Part Q, is shown a mortgage to Glenwood State Bank in the amount of \$459,000.00 dated July 13, 2005. The mortgage was filed for record July 19, 2005, and recorded in Book 350, Pages 585-590. The mortgage is

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secured by the property under examination, and other land, and secures loans and future advances up to \$459,000.00, plus interest.

13. At Entry #82, Part Q, is shown a mortgage to Glenwood State Bank in the amount of \$1,500,000.00 dated December 23, 2005. The mortgage was filed for record January 12, 2006, and recorded in Book 360, Pages 789-802. The mortgage states that it is a construction loan and secures future advances up to \$1,150,000.00, plus interest. The mortgage is secured by the property under examination and other land.
14. At Entry #38, Part O, the abstracter notes that the Primary Road (#275) which abuts a portion of the real estate described in the caption of the abstract is a controlled access facility pursuant to a Resolution of the Iowa State Highway Commission, adopted June 11, 1957 and filed July 1, 1957 in Book 6 at Page 162. You are referred to that entry for further particulars.
15. At Entry #43, Part O, is shown a Declaration of Establishment, dated June 26, 1962 and filed July 17, 1962 in Book 70 at Page 477, wherein the Mills County Soil Conservation District established the Pony Creek Watershed Subdistrict. The abstracter notes the property under examination is located within said subdistrict. You are referred to that entry for further particulars.
16. At Entry #77, Part Q, is shown a Notice of Pendency of Class Action in the case of Timothy J. and Tana Jo Saddler, et al. vs. Creighton Miller, the Mills County Board of Health and Mills County, Iowa, dated December 26, 2000 and filed December 27, 2000 in Book 265, Pages 14-17, concerning all persons who obtained a Septic System Permit from the Mills County Sanitarian between 1/1/86 and 1/1/99, and all persons who acquired title to real property which has a septic system which was installed between 1/1/86 through 1/1/99. You are referred to that entry for further particulars.
17. At Entry #78, Part Q, the abstracter notes Ordinance #03-02B, approved June 26, 2003 and filed October 17, 2003 in Book 319 at Pages 291-293, which amends the Mills County Code of Ordinance #2003-02 to enact new Section 240.020 setting forth the real estate subject to the Septic Tank Inspection Requirement. You should contact the Office of the Mills County Sanitarian to determine what effect, if any, this Ordinance will have on your intended use of the property under examination.
18. At Entry #84, Part R, is shown an Iowa Financial Incentive Program for Soil Erosion Control Maintenance/Performance Agreement by and between the Mills County Soil and Water Conservation District (District) and Oak Ranch Development (Recipient), dated November 16, 2006 and filed December 7, 2006 in Book 377 at Page 226. In said Agreement Recipient acknowledged receipt

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from the District of the amount of \$7,815.60 as reimbursement for soil and water conservation practice improvements on a portion of the SE ¼ of Section 27-73-43 and agreed to refund a portion of said funds to the District if it does not follow the required practices for a period of twenty years from the date of the Agreement. A copy of that entry is attached for your reference.

19. At Entry #85, Part R, is shown an Iowa Financial Incentive Program for Soil Erosion Control Maintenance/Performance Agreement by and between the Mills County Soil and Water Conservation District (District) and Oak Ranch Development (Recipient), dated November 16, 2006 and filed December 7, 2006 in Book 377 at Page 227. In said Agreement Recipient acknowledged receipt from the District of the amount of \$7,500.00 as reimbursement for soil and water conservation practice improvements on a portion of the SE ¼ of Section 27-73-43 and agreed to refund a portion of said funds to the District if it does not follow the required practices for a period of twenty years from the date of the Agreement. A copy of that entry is attached for your reference.

20. At Entry #86, Part R, is shown an Iowa Financial Incentive Program for Soil Erosion Control Maintenance/Performance Agreement by and between the Mills County Soil and Water Conservation District (District) and Oak Ranch Development (Recipient), dated November 16, 2006 and filed December 7, 2006 in Book 377 at Page 228. In said Agreement Recipient acknowledged receipt from the District of the amount of \$16,982.31 as reimbursement for soil and water conservation practice improvements on a portion of the SE ¼ of Section 27-73-43 and agreed to refund a portion of said funds to the District if it does not follow the required practices for a period of twenty years from the date of the Agreement. A copy of that entry is attached for your reference.

21. At Entry #87, Part R, is shown an Iowa Financial Incentive Program for Soil Erosion Control Maintenance/Performance Agreement by and between the Mills County Soil and Water Conservation District (District) and Oak Ranch Development (Recipient), dated November 16, 2006 and filed January 4, 2007 in Book 378 at Page 321. In said Agreement Recipient acknowledged receipt from the District of the amount of \$9,318.75 as reimbursement for soil and water conservation practice improvements on a portion of the SE ¼ of Section 27-73-43 and agreed to refund a portion of said funds to the District if it does not follow the required practices for a period of twenty years from the date of the Agreement. A copy of that entry is attached for your reference.

22. At Entry #88, Part R, is shown an Iowa Financial Incentive Program for Soil Erosion Control Maintenance/Performance Agreement by and between the Mills County Soil and Water Conservation District (District) and Oak Ranch Development (Recipient), dated May 29, 2007 and filed July 13, 2007 in Book 386 at Page 875. In said Agreement Recipient acknowledged receipt from the

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District of the amount of \$12,222.00 as reimbursement for soil and water conservation practice improvements on a portion of the SE ¼ of Section 27-73-44 and agreed to refund a portion of said funds to the District if it does not follow the required practices for a period of twenty years from the date of the Agreement. A copy of that entry is attached for your reference.

23. Your attention is called to the fact that you should investigate certain matters not shown by the abstract, including the boundaries of the property, whether there is anyone other than record titleholders in possession of all or part of the property having any claims against the property, whether the property meets building codes and fire codes and has smoke detectors, whether there are public improvements in process or recently made in the vicinity for which special assessments might later be made, whether there has been any construction or improvement within the last 90 days for which Mechanic's Liens might later be filed, whether there are restrictions or controls by governmental authorities on usage of the property or on access to public streets or highways whether or not there is access to the property, and any rights acquired by adverse possession by fences, driveways, etc., which might be indicated upon inspection or survey of the premises.
24. You should determine whether any solid wastes, hazardous substances, pollutants, above or below ground storage tanks, drainage wells, water wells, landfill sites or other environmentally regulated conditions exist on the property. Such conditions are not ordinarily shown in the abstract, but they may result in injunctions, fines, required cleanup, or other remedial actions under federal, state or local laws. These laws may impose liens against the property and personal liability against the owner, even though the owner did nothing to create the condition, and acquired the property without knowing about it. You should carefully inspect the property or have an environmental assessment completed by a professional. If you are uncertain about what are hazardous materials you should contact the Environmental Protection Agency or the Iowa Department of Natural Resources.
25. Your attention is called to the fact that the abstractor's certificate specifically excludes a search of the records for bankruptcies since all bankruptcies are now filed in the Bankruptcy Clerk's Office. You should contact the Bankruptcy Clerk to determine if any bankruptcies have been filed since a bankruptcy may affect the title to the real estate.
26. The abstract does not mention whether there are any garbage assessments or sewer and water bills remaining unpaid. We advise you that these bills become a lien upon the property when certified to the County Treasurer's Office. You should check with the City Clerk or water company to determine if there are any such assessments that are unpaid. Your check should be done as close to the

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time of closing your transaction as possible. If any of these items remain unpaid, then they should be paid prior to the time of closing or sufficient assets should be retained to insure that those items are in fact paid.

27. You are cautioned that Iowa has a fence law which determines your rights and obligations regarding the maintenance of boundary fences. You should determine by asking the neighbors if there are any fencing agreements that are not of record which affect the line and boundary fences. Your investigation should be done before closing the transaction and if there are any agreements, you should be made aware of the terms and conditions of those agreements and you should check with the seller to see if those are in fact the terms and conditions of the fencing agreements. It is always advisable to have any fencing agreement in written form and recorded.
28. If the property under examination contains a private water well, you should determine whether the water has been tested and whether the capacity of the well has been checked. The abstract does not disclose these items, however, you would be well advised to make sure that the water supply is capable of meeting your needs and that the water is potable.
29. You should determine the suitability of the investment or the suitability of the property for your proposed use. We make no recommendation, representation, or opinion concerning specific investment advice or for any suitability of the property for any particular use.

We retain abstract of title.

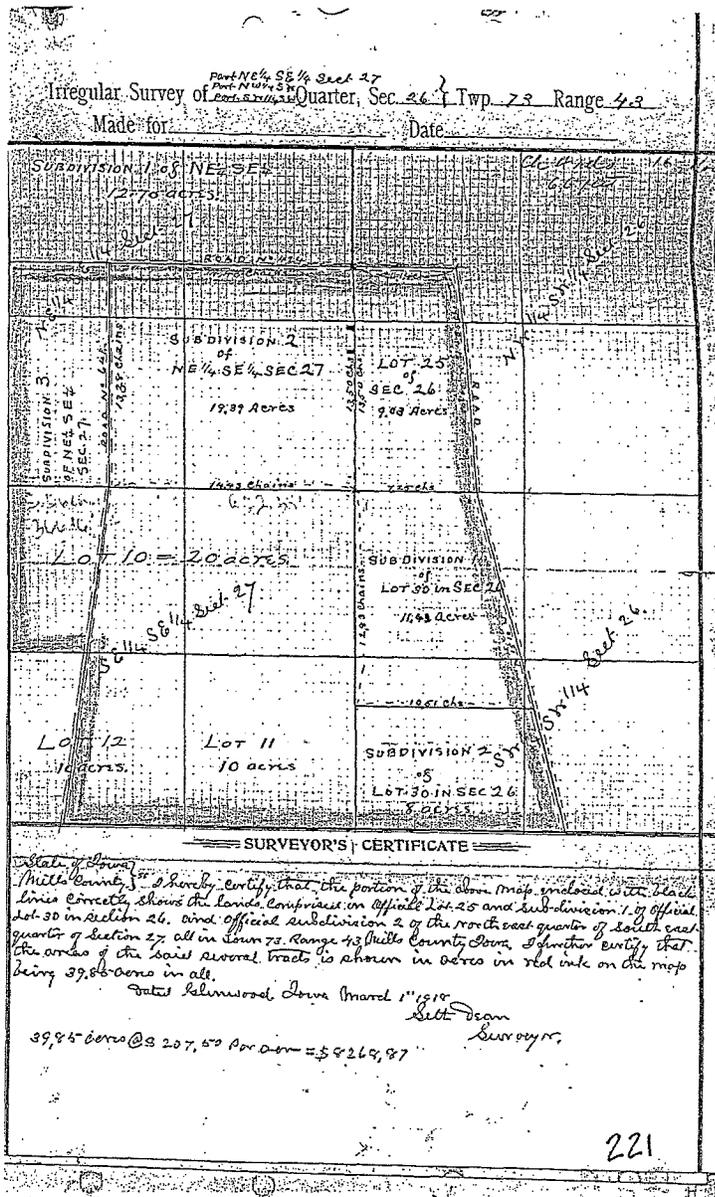
Very truly yours,



STEVEN H. KROHN
SHK/J:023805\@AO Woodfield Subdivision 2.tld.doc

Direct e-mail: shkrohn@smithpeterson.com
Enclosures

220



(Caption Cont'd)

feet; thence S14°23'31"W a distance of 96.92 feet; thence S07°33'33"W a distance of 73.60 feet; thence N88°40'59"W a distance of 241.56 feet; thence N03°59'08"E a distance of 204.92 feet; thence N26°58'56"W a distance of 250.00 feet; thence N11°47'59"E a distance of 186.00 feet; thence S78°12'01"E a distance of 49.83 feet; thence N11°47'59"E a distance of 172.12 feet to the North line of said NEX SEM; thence S89°39'27"E along said North line a distance of 348.28 feet to the Point of Beginning. Note: The North line of the NEX SEM of said Section 27 is assumed to bear S89°39'27"E for this description.

This Continuation being from and since March 21st, 2006, at 8 o'clock A.M.

X-84

Mills County Soil and Water Conservation District,
to
Oak Ranch Dev., RECIPIENT.

Iowa Financial Incentive Program for Soil Erosion Control Maintenance/Performance Agreement.
Consideration \$7,815.60.
Dated November 16th, 2006.
Filed December 7th, 2006.
Recorded in Book 377, Page 226, Miscellaneous Records.

DISTRICT and RECIPIENT hereby agree that this covenant is executed to satisfy the requirements of Iowa Code Section 161A.7(16) and should be interpreted in a manner that promotes the policies of Chapter 161A of the Iowa Code. Section 161A.7(16) requires this covenant as a condition for receiving DISTRICT financial incentive assistance and provides that the owner, present or future, of the property herein described is personally liable through this AGREEMENT if the soil and water conservation practice herein named is not maintained or is removed, altered or modified while this AGREEMENT is effective.

The RECIPIENT hereby acknowledged receipt of Iowa State Warrant No. 62455892 dated 11/20/06 in the amount of \$7815.60 as reimbursement for partially or completely financing the herein named soil and water conservation practice on SEM Sec. 27 Township 73N Range 43W County Mills, in the State of Iowa, Oak Township.

(Over)

(Entry No. X-84 Cont'd)

RECIPIENT hereby agrees that no action shall be taken by the RECIPIENT or his/her agents or successors to remove, alter or modify any soil and water conservation practice herein named for 20 years or such other period as specified herein 20 years from the date of the AGREEMENT unless prior written authorization is obtained from the District and incorporated into this AGREEMENT.

RECIPIENT hereby agrees that if any unauthorized removal, alteration or modification of the permanent soil and water conservation practice herein named occurs that the RECIPIENT will maintain, repair or reconstruct the practice at his/her own expense.

RECIPIENT hereby agrees that if the temporary soil and water conservation practice herein named is not performed for the entire period of this AGREEMENT the RECIPIENT will refund to the Iowa Division of Soil Conservation (hereinafter DIVISION) the entire amount of the financial incentive payment. DISTRICT and RECIPIENT hereby agree that if RECIPIENT makes a refund of all money received under this AGREEMENT to the DIVISION that the AGREEMENT is cancelled and that no costs of cancellation shall be charged to either party.

RECIPIENT hereby agrees to notify any prospective purchaser of the property herein described of the landowner's obligations created by this AGREEMENT and Section 161A7(16) of the Iowa Code and Section 27-10.31 of the Iowa Administrative Code before legal or equitable title to any portion of this property is transferred.

DISTRICT and RECIPIENT agree that the soil and water conservation practice(s) detailed in the following description and on the attached sketch (hereby made part of this AGREEMENT) were partially or completely installed with DISTRICT funds and is covered by this AGREEMENT.

Practice Critical Area Planting

Amount installed 6.68 Ac.

s/ Paul Hathaway, SWCD Chairperson.

s/ Oak Ranch Development RECIPIENT.

By Alfred Beier.

Mills County Soil and Water Conservation District,

to

Oak Ranch Dev., RECIPIENT.

X-85.
Iowa Financial Incentive Program for Soil Erosion Control Maintenance/Performance Agreement.
Consideration \$7,500.00.
Dated November 16th, 2006.
Filed December 7th, 2006.
Recorded in Book 377, Page 227, Miscellaneous Records.

(Over)

(Entry No. X-85 Cont'd)

DISTRICT and RECIPIENT hereby agree that this covenant is executed to satisfy the requirements of Iowa Code Section 161A.7(16) and should be interpreted in a manner that promotes the policies of Chapter 161A of the Iowa Code. Section 161A.7(16) requires this covenant as a condition for receiving DISTRICT financial incentive assistance and provides that the owner, present or future, of the property herein described is personally liable through this AGREEMENT if the soil and water conservation practice herein named is not maintained or is removed, altered or modified while this AGREEMENT is effective.

The RECIPIENT hereby acknowledged receipt of Iowa State Warrant No. 62455890 dated 11/25/06 in the amount of \$7500.00 as reimbursement for partially or completely financing the herein named soil and water conservation practice on SEM Sec. 27 Township 73N Range 43W County Mills, in the State of Iowa, Oak Township.

RECIPIENT hereby agrees that no action shall be taken by the RECIPIENT or his/her agents or successors to remove, alter or modify any soil and water conservation practice herein named for 20 years or such other period as specified herein 20 years from the date of the AGREEMENT unless prior written authorization is obtained from the District and incorporated into this AGREEMENT.

RECIPIENT hereby agrees that if any unauthorized removal, alteration or modification of the permanent soil and water conservation practice herein named occurs that the RECIPIENT will maintain, repair or reconstruct the practice at his/her own expense.

RECIPIENT hereby agrees that if the temporary soil and water conservation practice herein named is not performed for the entire period of this AGREEMENT the RECIPIENT will refund to the Iowa Division of Soil Conservation (hereinafter DIVISION) the entire amount of the financial incentive payment. DISTRICT and RECIPIENT hereby agree that if RECIPIENT makes a refund of all money received under this AGREEMENT to the DIVISION that the AGREEMENT is cancelled and that no costs of cancellation shall be charged to either party.

RECIPIENT hereby agrees to notify any prospective purchaser of the property herein described of the landowner's obligations created by this AGREEMENT and Section 161A7(16) of the Iowa Code and Section 27-10.31 of the Iowa Administrative Code before legal or equitable title to any portion of this property is transferred.

DISTRICT and RECIPIENT agree that the soil and water conservation practice(s) detailed in the following description and on the attached sketch (hereby made part of this AGREEMENT) were partially or completely installed with DISTRICT funds and is covered by this AGREEMENT.

Practice Open Channel
Amount installed 2,000 yards
s/ Paul Hathaway, SWCD Chairperson.
s/ Oak Ranch Development, RECIPIENT.
By Alfred Beier.

X-86.

Mills County Soil and Water
Conservation District,
to
Oak Ranch Dev., RECIPIENT.

Iowa Financial Incentive
Program for Soil Erosion Control
Maintenance/Performance
Agreement.
Consideration \$16,982.31.
Dated November 16th, 2006.
Filed December 7th, 2006.
Recorded in Book 377, Page 228,
Miscellaneous Records.

DISTRICT and RECIPIENT hereby agree that this covenant is executed to satisfy the requirements of Iowa Code Section 161A.7(16) and should be interpreted in a manner that promotes the policies of Chapter 161A of the Iowa Code. Section 161A.7(16) requires this covenant as a condition for receiving DISTRICT financial incentive assistance and provides that the owner, present or future, of the property herein described is personally liable through this AGREEMENT if the soil and water conservation practice herein named is not maintained or is removed, altered or modified while this AGREEMENT is effective.

The RECIPIENT hereby acknowledged receipt of Iowa State Warrant No. 62455894 dated 11/20/06 in the amount of \$16,982.31 as reimbursement for partially or completely financing the herein named soil and water conservation practice on SEK Sec. 27 Township 73N Range 43W County Mills, in the State of Iowa, Oak Township.

RECIPIENT hereby agrees that no action shall be taken by the RECIPIENT or his/her agents or successors to remove, alter or modify any soil and water conservation practice herein named for 20 years or such other period as specified herein 20 years from the date of the AGREEMENT unless prior written authorization is obtained from the District and incorporated into this AGREEMENT.

RECIPIENT hereby agrees that if any unauthorized removal, alteration or modification of the permanent soil and water conservation practice herein named occurs that the RECIPIENT will maintain, repair or reconstruct the practice at his/her own expense.

RECIPIENT hereby agrees that if the temporary soil and water conservation practice herein named is not performed for the entire period of this AGREEMENT the RECIPIENT will refund to the Iowa Division of Soil Conservation (hereinafter DIVISION) the entire amount of the financial incentive payment. DISTRICT and RECIPIENT hereby agree that if RECIPIENT makes a refund of all money received under this AGREEMENT to the DIVISION that the AGREEMENT is cancelled and that no costs of cancellation shall be charged to either party.

RECIPIENT hereby agrees to notify any prospective purchaser of the property herein described of the landowner's obligations created by this AGREEMENT and Section 161A7(16) of the Iowa Code and Section 27-10.31 of the Iowa Administrative Code before legal or equitable title to any portion of this property is transferred.

(Over)

(Entry No. X-86 Cont'd)

DISTRICT and RECIPIENT agree that the soil and water conservation practice(s) detailed in the following description and on the attached sketch (hereby made part of this AGREEMENT) were partially or completely installed with DISTRICT funds and is covered by this AGREEMENT.

Practice Recreation Trail
 Amount installed 2,069 feet
 s/ Paul Hathaway, SWCD Chairperson.
 s/ Oak Ranch Development, RECIPIENT.
 By Alfred Beier.

Mills County Soil and Water Conservation District,
 to
 Oak Ranch Dev., RECIPIENT.

Iowa Financial Incentive Program for Soil Erosion Control Maintenance/Performance Agreement.
 Consideration \$9,318.75.
 Dated November 16th, 2006.
 Filed January 4th, 2007.
 Recorded in Book 378, Page 321, Miscellaneous Records.

DISTRICT and RECIPIENT hereby agree that this covenant is executed to satisfy the requirements of Iowa Code Section 161A.7(16) and should be interpreted in a manner that promotes the policies of Chapter 161A of the Iowa Code. Section 161A.7(16) requires this covenant as a condition for receiving DISTRICT financial incentive assistance and provides that the owner, present or future, of the property herein described is personally liable through this AGREEMENT if the soil and water conservation practice herein named is not maintained or is removed, altered or modified while this AGREEMENT is effective.

The RECIPIENT hereby acknowledged receipt of Iowa State Warrant No. 62465749 dated 11/29/06 in the amount of \$9,318.75 as reimbursement for partially or completely financing the herein named soil and water conservation practice on SE 1/4 Sec. 27 Township 73N Range 43W County Mills, in the State of Iowa, Oak Township.

RECIPIENT hereby agrees that no action shall be taken by the RECIPIENT or his/her agents or successors to remove, alter or modify any soil and water conservation practice herein named for 20 years or such other period as specified herein 20 years from the date of the AGREEMENT unless prior written authorization is obtained from the District and incorporated into this AGREEMENT.

RECIPIENT hereby agrees that if any unauthorized removal, alteration or modification of the permanent soil and water conservation practice herein named occurs that the RECIPIENT will maintain, repair or reconstruct the practice at his/her own expense.

(Over)

(Entry No. X-87 Cont'd)

RECIPIENT hereby agrees that if the temporary soil and water conservation practice herein named is not performed for the entire period of this AGREEMENT the RECIPIENT will refund to the Iowa Division of Soil Conservation (hereinafter DIVISION) the entire amount of the financial incentive payment. DISTRICT and RECIPIENT hereby agree that if RECIPIENT makes a refund of all money received under this AGREEMENT to the DIVISION that the AGREEMENT is cancelled and that no costs of cancellation shall be charged to either party.

RECIPIENT hereby agrees to notify any prospective purchaser of the property herein described of the landowner's obligations created by this AGREEMENT and Section 161A7(16) of the Iowa Code and Section 27-10.31 of the Iowa Administrative Code before legal or equitable title to any portion of this property is transferred.

DISTRICT and RECIPIENT agree that the soil and water conservation practice(s) detailed in the following description and on the attached sketch (hereby made part of this AGREEMENT) were partially or completely installed with DISTRICT funds and is covered by this AGREEMENT.

Practice Structure/WW

Amount installed 1 each.

s/ Paul Hathaway, SWCD Chairperson.

s/ Oak Ranch Development RECIPIENT.

By Alfred Beier.

X-88

Mills County Soil and Water Conservation District,

to

Oak Ranch Development,
RECIPIENT

Iowa Financial Incentive Program for Soil Erosion Control Maintenance/Performance Agreement.
Consideration \$12,222.00
Dated May 29th, 2007.
Filed July 13th, 2007.
Recorded in Book 386, Page 875, Miscellaneous Records.

DISTRICT and RECIPIENT hereby agree that this covenant is executed to satisfy the requirements of Iowa Code Section 161A.7(16) and should be interpreted in a manner that promotes the policies of Chapter 161A of the Iowa Code. Section 161A.7(16) requires this covenant as a condition for receiving DISTRICT financial incentive assistance and provides that the owner, present or future, of the property herein described is personally liable through this AGREEMENT if the soil and water conservation practice herein named is not maintained or is removed, altered or modified while this AGREEMENT is effective.

The RECIPIENT hereby acknowledged receipt of Iowa State Warrant No. 62754260 dated 6/1/07 in the amount of \$12,222.00 as reimbursement for partially or completely financing the herein named soil and water conservation practice on SEW Sec. 27 Township 73N Range 44W County Mills, in the State of Iowa, Oak Township.

(Over)

(Entry No. X-88 Cont'd)

RECIPIENT hereby agrees that no action shall be taken by the RECIPIENT or his/her agents or successors to remove, alter or modify any soil and water conservation practice herein named for 20 years or such other period as specified herein 20 years from the date of the AGREEMENT unless prior written authorization is obtained from the District and incorporated into this AGREEMENT.

RECIPIENT hereby agrees that if any unauthorized removal, alteration or modification of the permanent soil and water conservation practice herein named occurs that the RECIPIENT will maintain, repair or reconstruct the practice at his/her own expense.

RECIPIENT hereby agrees that if the temporary soil and water conservation practice herein named is not performed for the entire period of this AGREEMENT the RECIPIENT will refund to the Iowa Division of Soil Conservation (hereinafter DIVISION) the entire amount of the financial incentive payment. DISTRICT and RECIPIENT hereby agree that if RECIPIENT makes a refund of all money received under this AGREEMENT to the DIVISION that the AGREEMENT is cancelled and that no costs of cancellation shall be charged to either party.

RECIPIENT hereby agrees to notify any prospective purchaser of the property herein described of the landowner's obligations created by this AGREEMENT and Section 161A7(16) of the Iowa Code and Section 27-10.31 of the Iowa Administrative Code before legal or equitable title to any portion of this property is transferred.

DISTRICT and RECIPIENT agree that the soil and water conservation practice(s) detailed in the following description and on the attached sketch (hereby made part of this AGREEMENT) were partially or completely installed with DISTRICT funds and is covered by this AGREEMENT.

Practice Infiltration Trench

Amount installed _____

s/ Charles M. Goodman, SWCD Vice Chair.

s/ Oak Ranch Development, RECIPIENT.

By Alfred Seier.

X-89

Mills County, Iowa,

to

The Public.

Entrance and Driveway
Ordinance No. 2007-01.
Dated April 24th, 2007.
Filed September 12th, 2007.
Recorded in Book 389,
Pages 554-567,
Miscellaneous Records.

AN ORDINANCE TO AMEND THE COUNTY CODE OF ORDINANCES OF MILLS COUNTY, IOWA, BY REPEALING CHAPTER 4 DRIVEWAYS OF TITLE I ADMINISTRATION AND ADOPTING THE NEW CHAPTER 4 ENTRANCE AND DRIVEWAY OF TITLE I ADMINISTRATION SETTING FORTH THE RULES AND REGULATIONS CONCERNING THE INSTALLATION OF ENTRANCES AS WELL AS THE MODIFICATION OF ENTRANCES AND DRIVENAYS IN MILLS COUNTY, IOWA.

(over)

CERTIFICATE OF TREASURER

STATE OF IOWA)
) ss.
COUNTY OF MILLS)

I, JANETTE BLACKBURN, Treasurer of Mills County, Iowa, being first duly sworn on oath do state that the property described in the foregoing Owner's Certificate, said property being laid out in lots by the attached plat of WOODFIELD SUBDIVISION-SECOND ADDITION, a Subdivision in Mills County, Iowa upon which this certified statement is endorsed, is free and clear from any and all unpaid taxes and tax liens as shown by the records of this office.

DATED this 11th day of June, 2008.

Janette Blackburn
JANETTE BLACKBURN, Treasurer of
Mills County

STATE OF IOWA)
) ss.
COUNTY OF MILLS)

On this 11 day of June, 2008, before me, a Notary Public in and for Pottawattamie County, personally appeared JANETTE BLACKBURN, to me known to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed and in her capacity as Treasurer of Mills County, Iowa.

Rebecca R. Killpack
NOTARY PUBLIC IN AND FOR SAID STATE

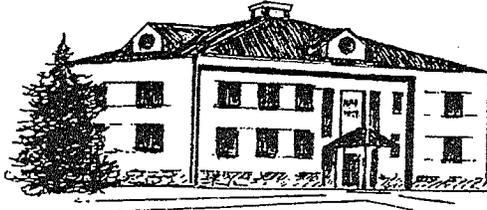


Office of Mills County Auditor

Carol Robertson
County Auditor & County Election Commissioner

Mills County Courthouse

418 Sharp Street
Glenwood, Iowa 51534
Phone: 712-527-3146
Fax: 712-527-1579
E-mail: crobertson@millscoia.us
Website address: www.millscoia.us



Pam Madison
Personnel & Accounting Deputy

Kristine Schoening
Real Estate Deputy

Kathy Roenfeld
Election Deputy

Lori Ingoldsby
Clerk

Approval of Subdivision Plat Name by Mills County Auditor

June 30, 2008

The Mills County Auditor's Office has reviewed the Final Plat of Woodfield Subdivision – 2nd Addition.

Pursuant to Iowa Code §354.6(2) and §354.11(6), we approve of the subdivision name or title and have no objections to this subdivision plat being recorded.

Signed *Carol Robertson*
County Auditor of Mills County, Iowa

(SEAL)

OWNER'S CERTIFICATE

STATE OF IOWA)
) ss.
COUNTY OF MILLS)

The undersigned, Oak Ranch Developments, LLC, an Iowa limited liability company, does hereby certify that the foregoing and accompanying final plat is a subdivision of the following described real estate situated in Mills, County, Iowa, which real estate is more particularly described as follows:

A parcel of land located in part of Lot 2 of the Auditor's Subdivision of the NE1/4 SE1/4 of Section 27, Township 73 North, Range 43 West of the 5th Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows: Commencing at the Northwest Corner of Outlot 1 of Woodfield Subdivision - 1st Addition and the Point of Beginning; thence S00°00'00"E a distance of 63.83 feet; thence S08°58'36"E a distance of 141.38 feet to the North right-of-way line of Elderberry Road and a point on a curve concave Northwesterly having a central angle of 21°02'15" and a radius of 717.00 feet; thence Northeasterly along said North right-of-way line and along a portion of said curve an arc length of 3.23 feet with a chord bearing and distance of N80°50'53"E, 3.23 feet to the end of said curve; thence N80°45'44"E along said North right-of-way line a distance of 29.62 feet; thence S09°13'57"E a distance of 66.01 feet to the South right-of-way line of said Elderberry Road; thence S80°45'44"W along said South right-of-way line a distance of 29.62 feet to the beginning of a curve concave Northwesterly having a central angle of 21°02'15" and a radius of 783.00 feet; thence Southwesterly along said South right-of-way line and along a portion of said curve an arc length of 72.22 feet with a chord bearing and distance of S83°24'22"W, 72.19 feet; thence S03°19'51"E a distance of 159.55 feet; thence S23°35'34"W a distance of 85.30 feet; thence S21°13'30"W a distance of 96.92 feet; thence S14°23'31"W a distance of 96.92 feet; thence S07°33'33"W a distance of 73.60 feet; thence N88°40'59"W a distance of 241.56 feet; thence N03°59'08"E a distance of 204.92 feet; thence N26°58'56"W a distance of 250.00 feet; thence N11°47'59"E a distance of 186.00 feet; thence S78°12'01"E a distance of 49.83 feet; thence N11°47'59"E a distance of 172.12 feet; thence S89°39'27"E a distance of 348.28 feet to the Point of Beginning. Said parcel contains 6.38 acres, more or less, and is subject to easements of record.

Note: The North line of the NE1/4 SE1/4 of said Section 27 is assumed to bear S89°39'27"E for this description,

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The undersigned hereby states that it is the sole and only owner and proprietor in fee simple of said real estate shown in the accompanying plat except for two mortgages thereon held by Glenwood State Bank.

The subdivision of the above-named real estate as it appears on the plat is made with the full knowledge and free consent of the undersigned proprietor and it is in accordance with the desires of the undersigned proprietor that the above-mentioned real estate be subdivided and that said subdivision be known as WOODFIELD SUBDIVISION-SECOND ADDITION, a Subdivision in Mills County, Iowa.

All lands within the plat that are designated for streets are hereby dedicated to the public.

The undersigned hereby certifies that the following documents will be recorded with the Mills County Recorder contemporaneously with the filing of the final plat:

- A. First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Woodfield Subdivision-First Addition, A Subdivision In Mills County, Iowa which causes the same to be applicable to and part of the subject development with certain amendments thereto;
- B. Certified statement of the Mills County Treasurer that the subject development is free from taxes; and
- C. Certified Statement of Glenwood State Bank consenting to the platting.

DATED this 10th day of June, 2008.

Oak Ranch Developments, LLC, an Iowa limited liability company

BY:


EDWARD F. CAMBRIDGE
TITLE: MANAGER

STATE OF IOWA)
) ss.
COUNTY OF MILLS)

On this 11 day of June, 2008, before me, a Notary Public in and for the said State, personally appeared EDWARD F. CAMBRIDGE, to me personally known, who being by me duly sworn did say that that person is the manager of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said EDWARD F. CAMBRIDGE acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.


NOTARY PUBLIC IN AND FOR SAID STATE



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CONSENT OF MORTGAGEE TO PLATTING

Glenwood State Bank is the holder of a first mortgage and a second mortgage on property that includes the property subject to the plat to which this Consent of Mortgagee is attached. The first mortgage was executed by Edward F. Cambridge as manager of Oak Ranch Developments, LLC, an Iowa limited liability company on July 11, 2005, and filed for record on July 19, 2005, and recorded in the Mills County Recorder's Office at Book 350, Pages 583-584 and the second mortgage was executed by Ed Cambridge as manager of Oak Ranch Developments, LLC, an Iowa limited liability company on December 23, 2005. The mortgage was filed for record on January 12, 2006, and recorded in the Mills County Recorder's Office at in Book 360, Pages 797-802. Said mortgages both include real estate which is now known as WOODFIELD SUBDIVISION-SECOND ADDITION, and shown on said plat. The real estate as described on the Owner's Certificate attached to this plat, to which the Consent of Mortgagee is attached, is described as certain real estate which is being laid out into lots as designated by the attached plat, WOODFIELD SUBDIVISION-SECOND ADDITION, a Subdivision in Mills County, Iowa, pursuant to Chapter 354, Code of Iowa 2007. Glenwood State Bank, as the holder of said mortgages hereby consents to said platting, and said consent is given pursuant to the provisions of §354.11(2), Code of Iowa 2007. Since a portion of the property designated on the plat is to be conveyed or dedicated to the local governmental unit for streets within which such land is located, this Consent of Mortgagee shall constitute a partial release of said mortgages for all areas conveyed to the local governmental unit or dedicated to the public for streets. Said Consent by Glenwood State Bank shall in no way be deemed a release, either

total or partial, of any interest in the remainder of the tract of land not conveyed to the local governmental unit or dedicated to the public for streets that arise out of the mortgages as referred to above, and said Consent shall in no way subject Glenwood State Bank to any expense or liability as a result of said platting procedure.

Dated this 11 day of June, 2008.

GLENWOOD STATE BANK

BY: [Signature] VP
TITLE

BY: _____
TITLE

STATE OF IOWA)
COUNTY OF Mills) ss.

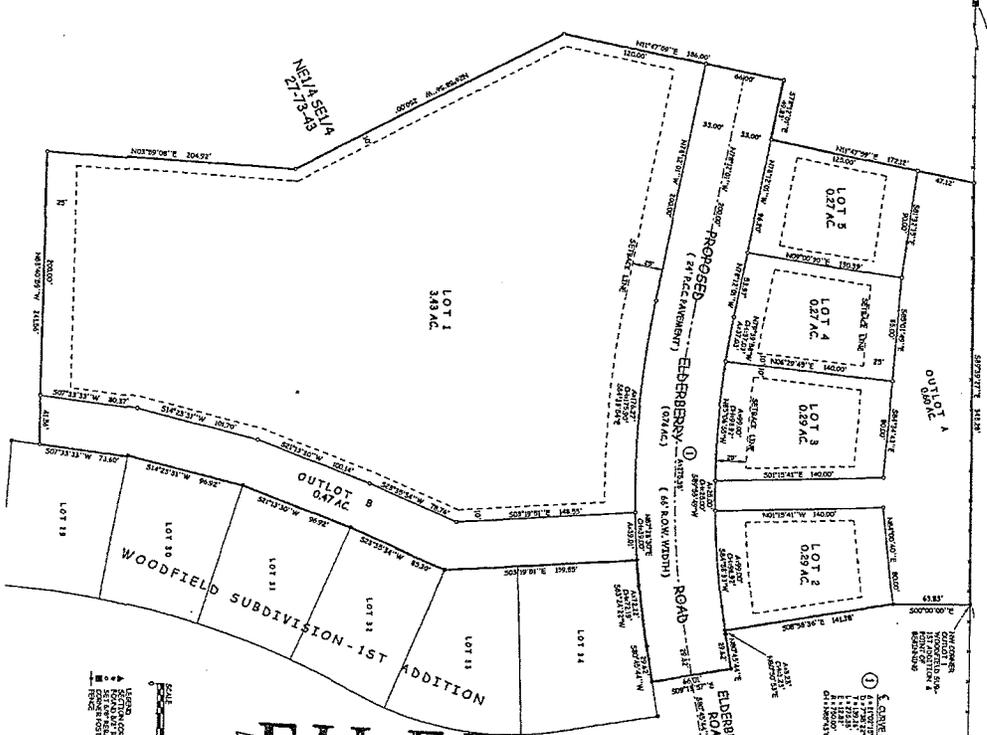
On this 11 day of June, 2008, before me the undersigned, Notary Public, here and for said County and State, personally appeared [Signature] to me personally known, who being by me duly sworn, did say that they are the VP and [Signature], respectively, of said corporation executing the within and foregoing instrument of that corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said VP and [Signature] as such officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.



[Signature]
NOTARY PUBLIC IN AND FOR SAID STATE

(SEAL)

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FILED

JUL 8 2008

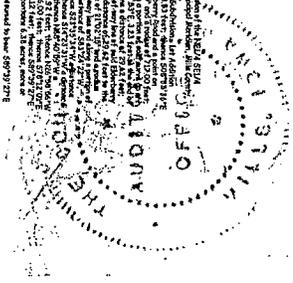
County Auditor
Mills County Auditor

MILLS COUNTY ASSESSOR
RECEIVED
DATE 7-8-08
Curtis J. Berg

FINAL PLAT
WOODFIELD SUBDIVISION - 2ND ADDITION

PROPOSED UTILITIES:
ELECTRICITY, GAS, WATER, SEWER, TELEPHONE, CABLE TV, SATELLITE, AND OTHER UTILITIES TO BE LOCATED IN ACCORDANCE WITH THE IOWA UTILITY CODE AND THE IOWA ZONING CODE. ALL UTILITIES TO BE LOCATED IN ACCORDANCE WITH THE IOWA UTILITY CODE AND THE IOWA ZONING CODE. ALL UTILITIES TO BE LOCATED IN ACCORDANCE WITH THE IOWA UTILITY CODE AND THE IOWA ZONING CODE.

MILLS COUNTY ENGINEER
COURTNEY A. BARNETT
7/8/08



1. The plat is a true and correct copy of the original plat as recorded in the office of the County Auditor of Mills County, Iowa, on July 8, 2008.

PAUL BART...
SCALE 1" = 40'...
DESIGNED BY: EDWARD...
DRAWING NO. WPMR224K

CAD 6 SL 302B