

**Evergreen Cove, Cerro Gordo County, Iowa  
(4749-C Southshore Drive)**

***Figure 1***

Looking southerly along the westerly driveway of the Clear Lake Boats property at 4749-D Southshore Drive from Southshore Drive



February 7, 2023, J. Robbins

***Figure 2***

Looking east along the private driveway along the north side of 4749-B Southshore Drive



February 7, 2023, J. Robbins



**Figure 3**  
Looking west at the general location of proposed Lot 1



February 7, 2023, J. Robbins

**Figure 4**  
Looking west at the general location of proposed Lot 2



February 7, 2023, J. Robbins



**Figure 5**  
Looking west at the general location of proposed Lot 3



February 7, 2023, J. Robbins

**Figure 6**  
Looking southerly at the general area of the proposed access easement running across the westerly portion of proposed Lots 1 & 2



February 7, 2023, J. Robbins



**Figure 7**  
Looking at the existing well



February 8, 2023, J. Robbins

**Figure 8**  
Looking northerly at the drainage intake located on the adjacent property to the north



February 7, 2023, J. Robbins



**Figure 9**

Looking northerly at the drainage intake located on the adjacent property to the north from further south into the proposed subdivision area



February 7, 2023, J. Robbins

**Figure 10**

Looking north along the proposed drainage easement from the southwest corner of the subject property



February 7, 2023, J. Robbins





ATTORNEYS AT LAW – FOUNDED IN 1938  
[www.lairdlawfirm.com](http://www.lairdlawfirm.com)

**Jacquelyn K. Arthur**  
Office: (641) 423-5154  
Email: [jarthur@lairdlawfirm.com](mailto:jarthur@lairdlawfirm.com)

Legal Assistants:  
Toni M. Kreitzer  
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Emily E. Lang  
Email: [elang@lairdlawfirm.com](mailto:elang@lairdlawfirm.com)

February 1, 2023

John Robbins  
Administrative Officer  
Planning & Zoning Department  
Cerro Gordo County Courthouse  
220 North Washington Avenue  
Mason City, Iowa 50401  
(HAND DELIVERED)

IN RE:	APPLICATION:	FINAL PLAT
	APPLICANT:	MAULSBY MARINE PROPERTIES LLC
	PLAT:	EVERGREEN COVE, CERRO GORDO COUNTY, IOWA
	PROPERTY:	LOTS 1, 2, 3, EVERGREEN COVE CERRO GORDO COUNTY, IOWA

John:

I have enclosed:

1. Completed Application Form;
2. The original and 15 copies of the Final Plat;
3. One copy of the Dedication of Plat;
4. Completed Final Plat Checklist;
5. Check payable to the Cerro Gordo County in the amount of \$200.00;
6. One copy of Declaration of Covenants;



February 1, 2023

Page 2

7. One copy of the Shared Well Agreement;
8. One copy of the Utility Easement;
9. Fifteen copies of the Drainage Report; and
10. One copy of the elevations of the proposed improvements.

Please consider this letter a request to waive the Preliminary Plat requirements. This Plat is a minor subdivision containing three lots. There are no public improvements.

We have included the well and utility easements to show how the new lots will be served for water and other utilities.

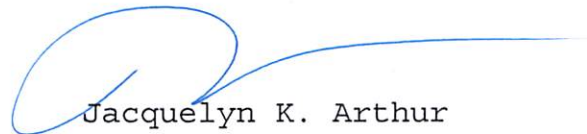
We would appreciate it if you would place this on the next available Planning and Zoning Commission Meeting Agenda.

We would appreciate a copy of your Staff Report regarding the Application. We would also appreciate a copy of the Agenda for the Planning and Zoning Commission Meeting.

As the property is within two miles of the city limits of both Clear Lake and Ventura, we have submitted the Final Plat to each City for review and approval.

Please let us know if you need anything further.

Very truly yours,



Jacquelyn K. Arthur

Enclosures

Copy to:  
Scott M. Maulsby  
Maulsby Marine Properties LLC  
P.O. Box 269  
Clear Lake, Iowa 50428  
(SENT BY EMAIL: [scott@clearlakeboats.com](mailto:scott@clearlakeboats.com))



February 1, 2023

Page 3

Darren Buckley  
Blazek Electric Inc.  
115 8<sup>th</sup> Street S.E.  
Mason City, Iowa 50401  
(SENT BY EMAIL: darren@blazekelectric.com )

Andrew J. Smith P.E. & P.L.S.  
WHKS & Co.  
1412 6<sup>th</sup> Street Southwest  
P.O. Box 1467  
Mason City, Iowa 50401  
(SENT BY EMAIL: asmith@whks.com )

Louis Wehrspann, P.E.  
WHKS & Co.  
1412 6<sup>th</sup> Street Southwest  
P.O. Box 1467  
Mason City, Iowa 50401  
(SENT BY EMAIL: lwehrspann@whks.com )

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## PLANNING AND ZONING Cerro Gordo County Courthouse

220 N Washington Ave  
Tom Drzycimski, Administrative Officer  
John Robbins, Assistant Administrative Officer  
Michelle Rush, Executive Assistant

Mason City, IA 50401-3254  
(641) 421-3075  
FAX (641) 421-3088

### APPLICATION FOR FINAL PLAT

The requirements of the subdivision regulations must be met. Any incomplete application or plat drawings will not be considered by the Planning & Zoning Commission.

**Please submit the following materials for plat consideration:**

1. Completed Application Form
2. Original drawing and fifteen (15) copies of the Final Plat (Black line)
3. One copy of "Dedication of Plat" and all Certificates
4. Certificate from County Engineer stating plans and specifications for the improvements are acceptable to him and those improvements have been completed.
5. In lieu of final completion of the minimum improvements before the plat is finally approved, the subdivider may post a bond or escrow in accordance with the Cerro Gordo County Subdivision regulations.
6. Completed Checklist
7. When agreed to by the Zoning Administrator, a letter requesting waiver of preliminary plat shall be attached to the final plat documents along with **the \$200 filing fee to cover cost of processing**

Subdivision application is hereby made on the following property generally located at:

4749C SOUTH SHORE DRIVE

CLEAR LAKE, IA 50428

(UNINCORPORATED CERRO GORDO COUNTY)

And legally described as:

LOT FIVE (5) AND PART OF LOT FOUR (4) IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION TWENTY-TWO (22), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M. DESCRIBED AND DEPICTED ON PLAT OF SURVEY DATED DECEMBER 28, 2010, FILED JANUARY 3, 2011 AS DOCUMENT NO. 2011-4 IN THE OFFICE OF THE CERRO GORDO COUNTY, IOWA RECORDER.

Total area in acres: 1.90

Total number of lots: 3

The present zoning classification is: R-2

The proposed use is: R-2



☐ This plat is not within two (2) miles of any incorporated city.

☒ This plat lies within two (2) miles of the incorporated city and/or cities of:

CITIES OF CLEAR LAKE & VENTURA

Signed: \_\_\_\_\_

(Owner or Authorized Agent)

Date: 2/1/23

Address: \_\_\_\_\_

Maulsby Marine Properties LLC

P.O. Box 269

Clear Lake Iowa 50428

I (We), Scott Maulsby

hereby authorize \_\_\_\_\_

to be my (our) agent in this plat application.

Signature of Owner \_\_\_\_\_

Date: 2/1/23



FINAL PLAT
Evergreen Cove
Cerro Gordo County, Iowa

PROPERTY OWNER:
MAULSBY MARINE PROPERTIES, LLC
PO BOX 269
CLEAR LAKE, IOWA 50428

SURVEYOR:
ANDREW J. SMITH, P.L.S.
WHKS & CO.
1412 6TH ST. SW
MASON CITY, IOWA 50401

DATE OF SURVEY:
AUGUST & NOVEMBER, 2022

ZONING:
CURRENT - R-2 SINGLE FAMILY RESIDENTIAL
PROPOSED - R-2 SINGLE FAMILY RESIDENTIAL

SETBACKS:
FRONT YARD = 50'
SIDE YARD = 15'
REAR YARD = 30'

DESCRIPTION

LOT FIVE (5) AND PART OF LOT FOUR (4) IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION TWENTY-TWO (22), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M. DESCRIBED AND DEPICTED ON PLAT OF SURVEY DATED DECEMBER 28, 2010, FILED JANUARY 3, 2011 AS DOCUMENT NO. 2011-4 IN THE OFFICE OF THE CERRO GORDO COUNTY, IOWA RECORDER.

LINE & CURVE DATA FOR NEW INGRESS / EGRESS EASEMENT (SEE SHEET 2)

Table with 6 columns: CURVE, RADIUS (FT), LENGTH (FT), DELTA, CHORD (FT), CHORD BEARING. Contains data for curves C1 and C2.

Table with 3 columns: SEGMENT, LENGTH, DIRECTION. Contains data for line segments L1 through L8.

DOCUMENTS USED FOR THIS SURVEY:

- 1) DEEDS-EASEMENTS-RESOLUTIONS:
2) CORNER TIES:
3) SURVEYS:

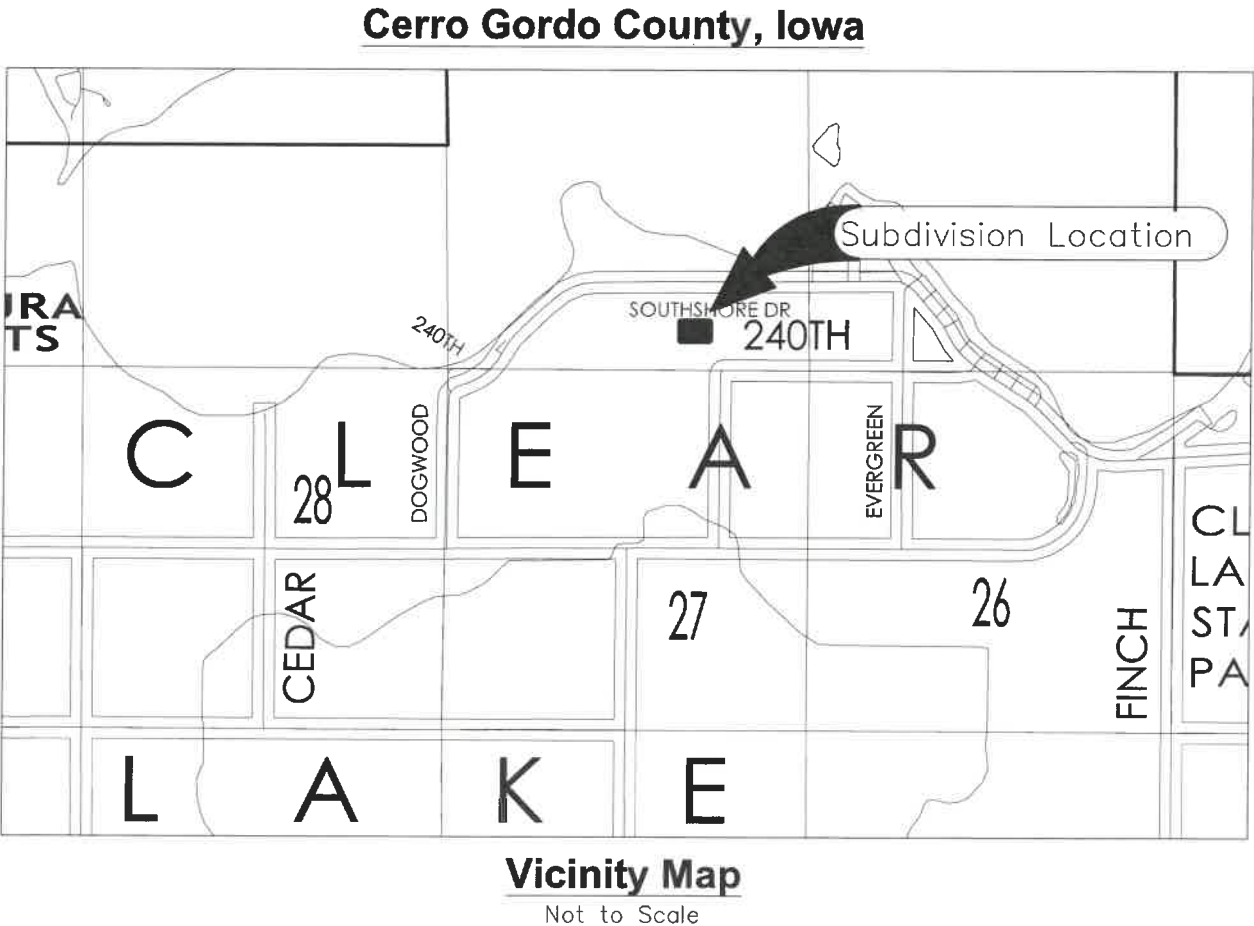
LEGEND
Plat Boundary
Interior Lot Line
Existing Lot or Parcel Line
Section Line
Right-of-Way (ROW) Line
Property Corner Found as noted
Property Corner Set #5 Rebar 24" long YPC #14233, unless noted otherwise
Property Corner Set PK or Mag Nail
Calculated Position, no monument set
Found Section Corner as noted
Set Section Corner as noted
Record Dimension
U.E. Utility Easement
D.E. Drainage Easement
YPC Yellow Plastic Cap, or Blue (B)

CERRO GORDO COUNTY, IOWA APPROVALS
BY: CHAIRMAN, PLANNING & ZONING DATE
BY: CHAIRMAN, BOARD OF SUPERVISORS DATE
BY: COUNTY ENGINEER DATE

CITY OF CLEAR LAKE, IOWA APPROVALS
BY: CHAIRMAN, PLANNING & ZONING DATE
BY: MAYOR DATE

CITY OF VENTURA, IOWA APPROVALS
BY: CHAIRMAN, PLANNING & ZONING DATE
BY: MAYOR DATE

Professional Land Surveyor seal for Andrew J. Smith, Iowa. Includes signature and date 12/04/2022. License number 14233. My license renewal date is December 31, 2023.

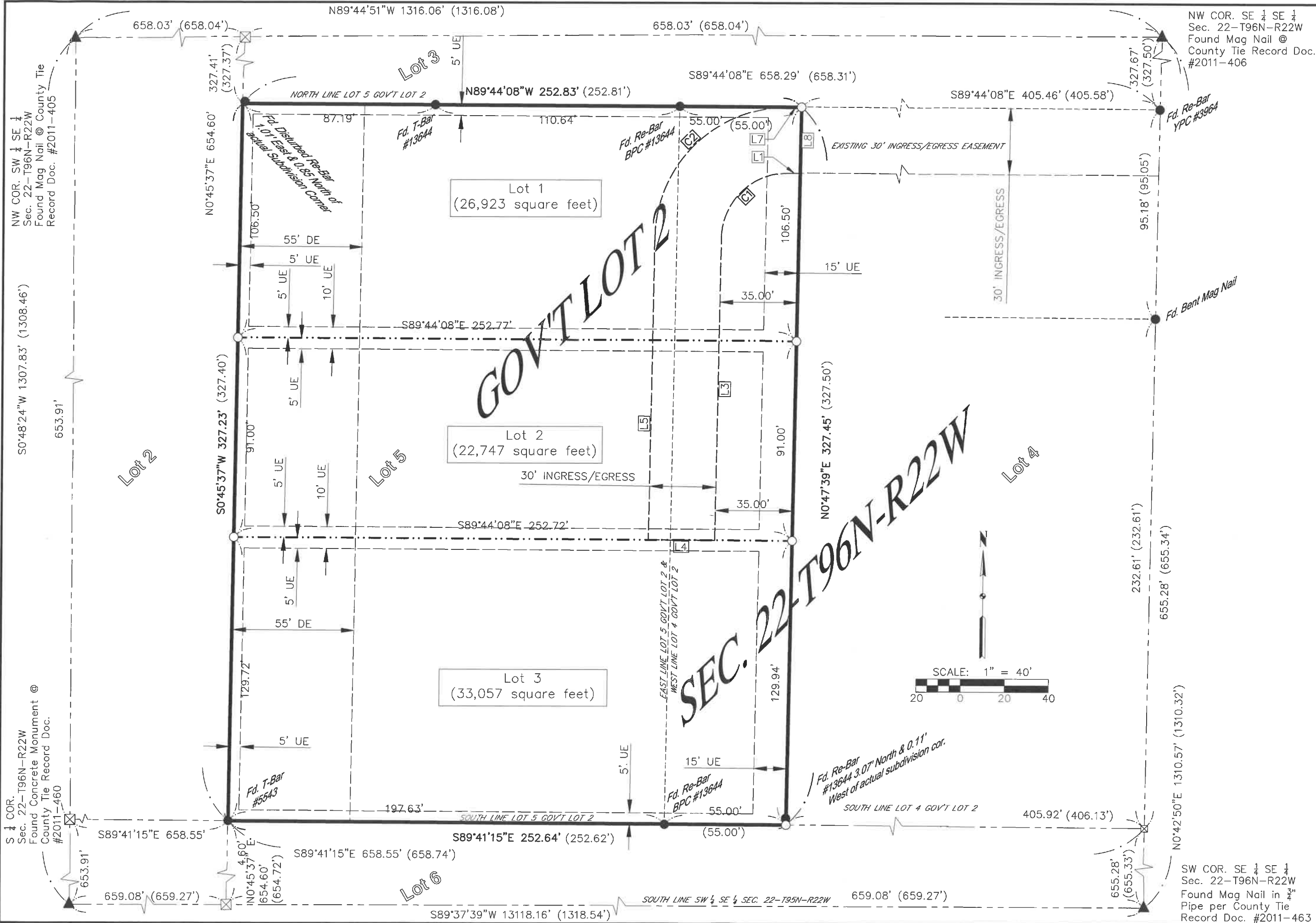


Vertical sidebar containing the WHKS logo, a table for REVISIONS, and project information: FINAL PLAT, EVERGREEN COVE, CERRO GORDO COUNTY, IOWA, SCALE: AS SHOWN, PROJECT NO. 9615, DRAWN BY: AJS, CHECKED BY: AJS, SHEET 1 OF 2.



Date: Dec 06, 2022

C:\Users\jasmith\AppData\Local\Temp\AcPublish\_13020\9615-PLAT IRCS MC ZONE 2-Evergreen Cove-11-09-22.dwg



whks

engineers + planners + land surveyors

REVISIONS	
NO.	DESCRIPTION

FINAL PLAT	
EVERGREEN COVE	
CERRO GORDO COUNTY, IOWA	
SCALE: AS SHOWN	PROJECT NO. 9615
DRAWN BY: AJS	CHECKED BY: AJS
SHEET 2 OF 2	

Prepared by: Jacquelyn K. Arthur, Laird Law Firm, P.L.C., 11 4<sup>th</sup> Street N.E., P.O. Box 1567,  
Mason City, Iowa 50402-1567; phone 641-423-5154; email  
[jarthur@lairdlawfirm.com](mailto:jarthur@lairdlawfirm.com); FAX 641-423-5310

Send Tax

Statements to: Maulsby Marine Properties LLC, P.O. Box 269, Clear Lake, Iowa 50428

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**DEDICATION OF PLAT  
OF  
EVERGREEN COVE,  
CERRO GORDO COUNTY, IOWA**

**STATE OF IOWA, CERRO GORDO COUNTY ) ss:**

Maulsby Marine Properties LLC, an Iowa limited liability company ("Developer"), the owner of the real estate described on the Plat attached to this Dedication, acknowledges it has caused said real estate to be surveyed and platted for the purpose of establishing and creating a Subdivision in Cerro Gordo County, Iowa, to be known as **"EVERGREEN COVE, CERRO GORDO COUNTY, IOWA."** The Plat is made with the full and free consent and in accordance with the wishes and desires of Developer.

The real estate is within two miles of the City limits of Clear Lake, Iowa, and Ventura, Iowa. There is attached the Resolution approving the Plat:

- i. by the Board of Supervisors of Cerro Gordo County;
- ii. by the City Council of Clear Lake; and
- iii. by the City Council of Ventura.

The Lots contained within the Subdivision are to be used for only those purposes allowed or permitted under the Zoning Ordinances of the applicable governing authority, this



Dedication, and the Declaration of Covenants Regarding Evergreen Cove to be filed simultaneously with this Dedication (the "Declaration").

Easement is reserved and reservation is made:

- A. in favor of Cerro Gordo County for the free and uninhibited access to all private and common areas by the fire, police and other public safety vehicles and personnel for the customary performance of their respective duties and responsibilities; and
- B. in, on and through the lots as shown on the Final Plat for the construction, placing, repair and maintenance of all necessary overhead, underground and surface utilities, public and private, including the right to conduct drainage and to trim on and over the areas of such easements.
- C. in, on and through Lot 1 and Lot 2 as shown on the attached Plat for ingress and egress purposes in favor of Lot 1, Lot 2 and Lot 3.
- D. in, on and through Lot 1, Lot 2 and Lot 3 as shown on the attached Plat for drainage and storm water detention.

Evergreen Cove Owners Association (the "Association") will be obligated to maintain, repair, replace, and improve the storm water detention areas, outlet facilities, surface drainage areas and the related facilities and such obligations are covenants running with the land.

If the Association fails to comply with its obligation to maintain, repair, replace, and improve, Cerro Gordo County, Iowa may perform such duties and thereafter assess the costs against the Association and against its members and thereby create liens against Lots.

- E. in, on and through the Lots where there exist

tile lines serving public and private drainage tiles. Any existing tile line disturbed by construction activities (which includes construction of any dwelling) shall be repaired and/or relocated and replaced at the expense of the Lot owner causing the disturbance.

The easements are permanent and perpetual. The easements set forth at A and B above are dedicated to the public use.

**NOTICE:**

Owners of the Lots may be required by the United States Postal Service to install a cluster mail box at a location approved by the United States Postal Service at owners' expense.

The following conditions, restrictions, covenants, agreements and reservations (collectively referred to as "Restrictions") are established and created as binding upon and a charge against each Lot in the Subdivision and are for the benefit of each present and future owner of any Lot in the Subdivision and shall constitute covenants running with the land.

The Restrictions shall remain in full force and effect for a term of 21 years from the date this Dedication is recorded. Any person described in Iowa Code Section 614.24 may file a verified claim with the Cerro Gordo County Recorder within said 21 years extending for a further period of 21 years the time within which the restrictions shall be in full force and effect.

The restrictions may be amended by a written instrument filed with the County Recorder and bearing the signatures of no less than two-thirds (2/3rds) of the then Lot owners.

The Restrictions are:

1. All construction, including accessory structures, shall be of a design, quality and style which enhances and complements the subdivision.
2. Any improvement to a Lot must be completed within twelve (12) months of commencement of construction. Within sixty (60) days of completion of construction



of a residential dwelling on a Lot, the Lot shall be fully sodded or seeded with grass.

3. The building lines shall be as required by the Cerro Gordo County Zoning Ordinances or as stated on the Plat.
4. Each Lot and the building(s) erected thereon shall at all times be maintained in a neat condition and appearance commensurate with the character of the Subdivision.
5. No livestock shall be kept or permitted on any Lot. Dogs, cats, and household pets are permitted but no animals shall be permitted to run loose.
6. No garbage, garbage cans, ashes, refuse, or trash receptacles shall be allowed on any Lot exposed to view other than on the day or days of collection. No outside incinerator shall be permitted. No burning of rubbish shall be permitted.
7. No obnoxious or offensive trade shall be conducted upon any Lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
8. Each Lot shall be suitably landscaped to promote the aesthetics of the area.
9. Permanent outside storage of trailers, campers, boats, mobile homes, motor homes, and recreational vehicles is prohibited. For purposes hereof, "Permanent" means twenty-one (21) days or more whether continuous or not, in any one twelve (12) month period.
10. Any motor vehicle placed or parked outdoors must be operative and capable of self-locomotion.
11. In the event an owner of any Lot, or his or her or its assigns, shall violate or attempt to violate any of the Restrictions, it shall be lawful for any other person or persons owning any Lot in the Subdivision or for Developer to prosecute any proceeding at law or in equity against the person or persons violating or

attempting to violate such restrictions and either prevent them from so doing or recover damages for such violations.

12. The owner of each Lot as defined in the Declaration is automatically a member of Evergreen Cove Owners Association. The Association shall be vested with, but not limited to, the following authorities and powers:

- A. To interpret any restriction in this Dedication when a reasonable question arises as to its meaning or application.
- B. To suggest anything for the betterment, welfare and improvement of the Subdivision.
- C. To promote the health, safety and welfare of the residents of the Subdivision.
- D. To fix, levy, collect and enforce payment by any lawful means, of charges and assessments against Lot owners pursuant to the terms of the Declaration.
- E. To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, and as the same may be amended from time to time, including the power and authority to adopt, implement and enforce rules and regulations regarding the use of any common area.
- F. To have and exercise any and all powers, rights and privileges which an Iowa nonprofit corporation may now or hereafter have or exercise.
- G. To accept from Developer, when and if made, a conveyance of any properties as may be made subject to the Declaration as a common area.
- I. To maintain all common facilities such as



but not limited to the shared driveway,  
drainage easements and storm water detention  
areas.

13. No dirt may be removed from any Lot without the prior consent of Developer. If a Lot owner believes excess dirt exists, then Developer shall have the right to direct the Lot owner to stockpile the dirt, or selected portions of such dirt, for Developer's use on another Lot or on a parcel adjacent to the Subdivision. Lot owners shall be responsible for removal of any excess dirt not used by Developer.
14. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Captions and headings within this Dedication are for convenience and shall not be construed to affect interpretation.

This Dedication is executed by Developer on a separate signature page which also contains the notary acknowledgment.

Attachments:

- a. Signature Page of Developer.
- b. Certificate of County Treasurer.
- c. Auditor's Approval.
- d. Final Plat.
- e. Surveyor's Certificate.
- f. Resolution of Board of Supervisors of Cerro Gordo County.
- g. Resolution of City Council of Clear Lake.
- h. Resolution of City Council of Ventura.
- i. Opinion of Title.

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**SIGNATURE PAGE OF DEVELOPER  
TO DEDICATION OF PLAT OF  
EVERGREEN COVE,  
CERRO GORDO COUNTY, IOWA**

**"DEVELOPER"**

**Maulsby Marine Properties LLC**

**By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Scott M. Maulsby, Manager**

STATE OF IOWA, COUNTY OF CERRO GORDO, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared **Scott M. Maulsby**, to me personally known, who, being by me duly sworn, did say that he is a Manager of **Maulsby Marine Properties LLC**, executing the within and foregoing instrument; that said instrument was signed on behalf of **Maulsby Marine Properties LLC**, by authority of its Managers and Members; and that **Scott M. Maulsby**, as a Manager, acknowledges the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State



## **CERTIFICATE OF COUNTY TREASURER**

STATE OF IOWA, CERRO GORDO COUNTY ) ss:

I, Nikki Fessler, County Treasurer of Cerro Gordo County, Iowa, do hereby certify the land described in the Plat of Evergreen Cove, Cerro Gordo County, Iowa is free from certified taxes and certified special assessments as shown by the records in my office.

**Dated:** \_\_\_\_\_

**Nikki Fessler**  
**County Treasurer of**  
**Cerro Gordo County, Iowa**



**County Auditor**  
**Cerro Gordo County Courthouse**

220 N Washington Ave  
Mason City, IA 50401  
Adam Wedmore, Auditor

Ph: 641-421-3028  
Fax: 641-421-3139  
[www.cerrogordoauditor.gov](http://www.cerrogordoauditor.gov)

RECEIVED

NOV 07 2022

WHKS & CO.

**APPROVAL OF SUBDIVISION PLAT**

**Cerro Gordo County Auditor**

Re: Evergreen Cove, Cerro Gordo County, Iowa

Pursuant to Iowa Code §354.6(2) and §354.11(1)(e), the Cerro Gordo County Auditor has reviewed the above subdivision name or title and hereby approves the same.

Date: November 3, 2022

Signed:

  
Cerro Gordo County Deputy Auditor

(SEAL)

## SURVEYOR'S CERTIFICATE

I, Andrew J. Smith, a duly licensed Land Surveyor authorized to practice in the State of Iowa, do hereby certify that at the instance and request of Maulsby Marine Properties, LLC of Clear Lake, Iowa, I surveyed the following described tract of real estate located in Cerro Gordo County, Iowa, To Wit:

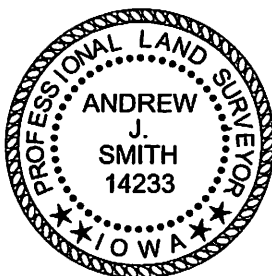
### DESCRIPTION OF PROPERTY BEING PLATTED

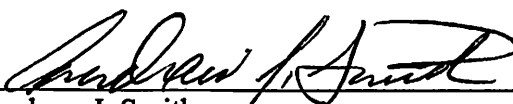
LOT FIVE (5) AND PART OF LOT FOUR (4) IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION TWENTY-TWO (22), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M. DESCRIBED AND DEPICTED ON PLAT OF SURVEY DATED DECEMBER 28, 2010, FILED JANUARY 3, 2011 AS DOCUMENT NO. 2011-4 IN THE OFFICE OF THE CERRO GORDO COUNTY, IOWA RECORDER.

For the purpose of subdividing and platting said real estate, henceforth to be known as **EVERGREEN COVE**, Cerro Gordo County, Iowa, the plat of which is attached hereto and made a part of this certificate; that the said real estate was surveyed by me in August & November 2022 and staked out and platted into lots as shown on said plat; that said plat sets forth the boundaries thereof, and the size and dimensions of the lots in accordance with said survey; that the corners of all lots are marked or are to be marked prior to January, 2024, with 5/8" rebar monuments and caps bearing the number 14233, and all dimensions on said plat are shown in feet and decimals thereof.

IN WITNESS WHEREOF I have hereunto signed my name and affixed my seal this

16<sup>th</sup> day of December, 2022.



  
\_\_\_\_\_  
Andrew J. Smith

Iowa License No. 14233

My license renewal date is December 31, 2023

Pages covered by this seal SC - 1.

WHKS & Co.  
1412 6th Street SW  
Mason City, Iowa 50401

Evergreen Cove  
Cerro Gordo County, Iowa  
Project No. 9615



Prepared by and  
return to:

Jacquelyn K. Arthur, Laird Law Firm, P.L.C., P.O. Box 1567,  
Mason City, Iowa 50402-1567; Telephone 641-423-5154; FAX  
641-423-5310; Email jarthur@lairdlawfirm.com

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## **DECLARATION OF COVENANTS REGARDING EVERGREEN COVE**

Maulsby Marine Properties LLC, an Iowa limited liability company, ("Developer") is the owner of the following described real estate:

**LOTS ONE (1) THROUGH THREE (3), INCLUSIVE, IN EVERGREEN  
COVE, CERRO GORDO COUNTY, IOWA.**

All properties shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens, and charges (collectively referred to as "covenants") all of which are for the purpose of enhancing and protecting the use, value, desirability and attractiveness of the properties.

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the properties and shall inure to the benefit of each owner.

### **ARTICLE I. DEFINITIONS**

**Section 1.** "Association" refers to Evergreen Cove Owners Association incorporated under the Revised Iowa Nonprofit Corporation Act.

**Section 2.** "Properties" refers to each parcel of the above-described real estate and such additional real estate as may hereafter be submitted to the jurisdiction of the Association or subjected to this Declaration by Developer.

**Section 3.** "Lot" refers to any parcel of land shown upon a recorded Final Plat of the Properties with the exception of any parcel excluded as provided in the document subjecting the Properties to this Declaration.

If a Lot is added to an adjacent Lot, then the two together shall be considered one Lot for purposes of this Declaration. If a Lot is divided into smaller parcels which parcels are not added to adjacent parcels, each resulting parcel shall be a Lot for purposes of this Declaration.

If a multi-unit structure is constructed upon one or more Lots, then each apartment or unit capable of separate ownership within such structure shall be entitled to one vote and the term "Lot" shall be construed to include each unit. By way of illustration, if a Lot is submitted to the condominium form of ownership with four (4) units in the condominium regime, each of the four (4) units shall be entitled to one vote.

**Section 4.** "Member" refers to every person or entity who holds membership in the Association.

**Section 5.** "Common Areas" refer to all property subject to easements in favor of the Association and/or Lot owners for the common use and enjoyment of the members of the Association. The term "Common Areas" shall include the ingress/egress easement area shown on the final plat, the drainage easement area shown on the final plat, as well as the Lot owners' interest in the shared driveway defined in the driveway easement dated June 2, 2021, and filed August 2, 2021, as Document No. 2021-5796, and the Lot owners' interest in the shared well agreement dated \_\_\_\_\_, 2023, and filed \_\_\_\_\_, 2023, as Document No. 2023-\_\_\_\_\_, as well as any right-of-way, easement or other area over or through which exists benefits or rights in favor of the Association and/or Lot owners.

**Section 6.** "Owner" refers to the record owner, whether one or more persons or entities, of fee simple title to any Lot and includes contract buyers but excludes contract sellers and those having an interest merely as security for the performance of any

obligation.

**Section 7.** "Developer" refers to Maulsby Marine Properties LLC and its successors and assigns if such successors or assigns acquire a majority of the undeveloped Lots for the purpose of development.

## **ARTICLE II. ANNEXATION OF ADDITIONAL PROPERTY**

Developer and its successors and assigns may add additional land to the Properties by the filing of a supplemental Declaration and no consent or approval of the Association or its members shall be required.

## **ARTICLE III. MEMBERSHIP**

Every record owner of a Lot is a member of the Association. No owner of a Lot shall have more than one membership. Membership is appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot is the sole qualification for membership.

## **ARTICLE IV. VOTING RIGHTS**

The Association shall have one class of voting membership, each member of which shall be entitled to one vote for each Lot in which there is held the interests required for membership. Each Lot owner, whether one or more persons or entities, shall be entitled to only one vote. In no event shall more than one vote be cast with respect to any Lot.

## **ARTICLE V. PROPERTY RIGHTS**

**Section 1.** Every Member shall have a right and easement of enjoyment in and to the common areas. Such easement shall be permanent and perpetual and shall be appurtenant to and shall pass with the title to every Lot, subject to the Association's right to adopt reasonable rules and regulations and subject to the Association's duties and powers regarding matters such as, but not limited to:

- (a) Maintenance, repair, improvement, replacement enlargement of the storm water detention cell serving the Properties.



- (b) Maintenance, repair, improvement, replacement enlargement of any private storm sewer line serving the Properties.
- (c) Maintenance, repair, improvement, resurfacing, providing drainage for any shared driveways serving the Properties.
- (d) Speed, traffic, and parking on shared private roads serving the Properties.

Included within these duties and powers is the authority of the Association to limit or restrict parking to one side or the other of a shared private road and to provide for the installation of speed bumps or other traffic control devices, including signage.

- (e) Determination of the location, size, nature, type, color, and other features of mailboxes and mailbox posts, whether shared or individual.
- (f) Maintenance, repair, improvement, replacement and expenses associated with the shared well serving the Properties.

**Section 2.** The Association shall have the right to suspend a member's right to vote for any period during which any assessment against the member's Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.

## **ARTICLE VI. MAINTENANCE ASSESSMENTS**

**Section 1.** Each owner of any Lot is deemed to covenant and agree to pay to the Association:

- (a) annual or periodic assessments or charges, and
- (b) special assessments for capital improvements or repair, such assessments to be fixed, levied, and collected from time to time as hereafter provided.

Association expenses shall be allocated among the Lots on a equal basis.

The annual, periodic and special assessments, together with such interest as may be due thereon and costs of collection thereof, as hereafter provided, shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such assessment is paid. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person, persons or entity who was the owner of a Lot at the time when the assessment became due.

**Section 2.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and for the improvement, repair and maintenance of the common areas and facilities. The purposes for which such assessments may be levied shall include but are not limited to the construction, operation and maintenance, repair, enlargement and replacement of any private storm sewer line, the storm water detention cell, open drainage ways, the private driveways serving the Lots and providing access to South Shore Drive, cluster mailboxes, subdivision signage and other structures, improvements and amenities, and for taxes and special assessments upon the common areas which may be incurred or imposed by the County, or other governmental authorities, and to provide adequate insurance coverage of any and all types and amounts deemed necessary by the Association and to provide such reserves as may be deemed necessary in order to accomplish the objects and purposes of the Association.

**Section 3.** The annual or periodic assessments with respect to each Lot shall be determined by the Board of Directors of the Association. On or before the first day of January in each year the Board shall determine the annual assessment for the ensuing year running from January 1 through December 31. Annual assessments shall be payable monthly (or in such other installments as determined by the Association) on or before the 10th day of each month, but shall become a lien as of January 1 of each year. Written notice of the annual assessment shall be sent to every owner immediately following the assessment determination. The Board shall also determine as of January 1, of each year whether or not a deficiency exists with respect to a prior annual assessment and shall bill the owners of each Lot prorata for any such deficiency with the January 1, monthly bill. Should the Board deem a surplus to exist, a credit shall

be given to each owner on a prorata basis, to be credited first against the January 1 payment and next to payments due each succeeding month. A failure to send a written notice does not release an owner's obligation nor does it discharge the lien.

**Section 4.** In addition to the annual or periodic assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of a capital improvement or repair or maintenance to common areas, provided that any such special assessment shall have the assent of a majority of the votes of the members.

**Section 5.** Except as provided in the sentences that follow, both annual and special assessments must be fixed for all Lots and may be collected on a monthly basis (or in such other installments as determined by the Association):

- (a) until a Lot is improved with a structure capable of occupancy per the Cerro Gordo County, Iowa, Ordinances the Lot owner shall be assessed an amount equal to one-half of the amount that a Lot is assessed after a structure is capable of occupancy.
- (b) a Lot owner shall be assessed for each unit located on the Lot capable of separate ownership.

By way of illustration, assume one multi-tenant structure is constructed on Lot 3 and Lot 3 has been submitted to the condominium form of ownership with three condominium units. Under such circumstances, there shall be three assessments for Lot 3.

Further assume a duplex structure is constructed on Lot 4 with two units on Lot 4 and Lot 4 has not been subdivided into smaller lots capable of separate ownership nor has Lot 4 been submitted to the condominium form of ownership. Under such circumstances, there shall be one assessment for Lot 4.

**Section 6.** The first annual or periodic assessments shall be adjusted according to the number of months remaining in the assessment year. The Association shall upon demand at any time



furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a Lot have been paid. The Association may charge a reasonable fee to provide such certificate.

**Section 7.** If an assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from the date of delinquency at the higher legal contract rate applicable to a natural person, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments by non-use of any portion of the common areas or abandonment of a Lot.

**Section 8.** The lien for an assessment shall be subordinate to the lien of any mortgage. Sale or transfer of a Lot shall not affect or release the assessment lien. However, the sale or transfer of a Lot which is subject to any mortgage, pursuant to a Decree of Foreclosure under such mortgage or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, but shall not relieve the person who is the owner at the time such assessment became due of personal liability.

#### **ARTICLE VII. ARCHITECTURAL CONTROL**

No building or fence, wall or other structure shall be commenced, erected, or maintained upon any Lot nor shall any exterior addition to or change or alteration be made nor shall any landscaping be performed until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Developer, or by the Board of Directors of the Association if assigned such responsibilities. In the event Developer (or the Board, if assigned the responsibilities) fails to approve or disapprove such plans within fifteen (15) business days after submission, written approval will not be required and this Article will be deemed to have been satisfied.

## **ARTICLE VIII. EXTERIOR MAINTENANCE**

If an owner fails to maintain a Lot and its improvements in a satisfactory manner, the Association shall have the right through its agents and employees to enter upon the Lot and to repair, paint, replace, maintain, restore, and care for the Lot and for exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. The cost of such exterior maintenance shall be added to and become a part of the assessments to which the Lot is subject.

## **ARTICLE IX. USE RESTRICTIONS**

Use of the common areas shall be subject to the following:

- (a) No use shall be made which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the common areas.
- (b) No owner shall place any structure whatsoever upon the common areas nor shall any owner engage in any activity which would temporarily or permanent deny free access to any part of the common areas to any Member.
- (c) The use of the common areas shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.

## **ARTICLE X. GENERAL PROVISIONS**

**Section 1.** It is the obligation and duty of the Association to properly maintain and repair the common areas and all structures and improvements within the common areas, in accordance with reasonable standards as required by the County of Cerro Gordo County, Iowa. Nothing in this Declaration shall be construed as limiting the authority of the County of Cerro Gordo County, Iowa to enter the common areas to perform necessary maintenance should the Association fail to do so, and to assess the Lots with the costs thereof.

**Section 2.** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, now or hereafter imposed pursuant to the provisions of this Declaration. Failure by the Association or by any owner

to enforce any of the covenants shall not be deemed a Waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the Part of the Association or any owner.

**Section 3.** Invalidation of any portion of this Declaration by Court judgment or Order shall neither affect or invalidate the remaining provisions, and the same shall remain in full force and effect.

**Section 4.** Any firm, person, corporation or other entity which succeeds to the title to a Lot through foreclosure of a mortgage or other security instrument or through other legal proceedings, becomes a Member of the Association and succeeds to the rights, duties and liabilities of the previous owner.

**Section 5.** The covenants run with the land and bind the same, and inure to the benefit of and are enforceable by the Association, or the owner of any Lot for a term of twenty-one (21) years from the date this Declaration is recorded. Any person described in Iowa Code Section 614.24 may file a verified claim with the Cerro Gordo County Recorder within said 21 years extending for a further period of 21 years the time within which the restrictions shall be in full force and effect.

The covenants may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot owners. Any instrument amending, modifying or cancelling this Declaration must be properly recorded before it is effective.

**Section 6.** In the event the Association or any owner fails or neglects to perform its rights, duties and obligations in accordance with the intents, purposes and provisions of this Declaration, Developer reserves the right to call such meetings, make such appointments and to take such further action as may be necessary, from time to time, to insure that the objects and purposes of this Declaration are being fulfilled.

**Section 7.** The captions and headings in this instrument are for convenience and shall effect interpretation.

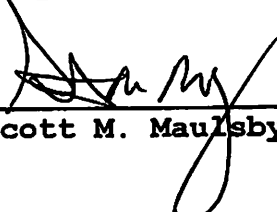
This instrument is executed by Developer on a separate counterpart signature page which also contains the notary acknowledgment.



**COUNTERPART SIGNATURE PAGE  
OF DEVELOPER SUKUP AG, L.L.C.  
TO DECLARATION OF COVENANTS  
REGARDING EVERGREEN COVE**

**"DEVELOPER"**

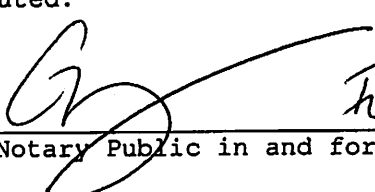
**Maulsby Marine Properties LLC**

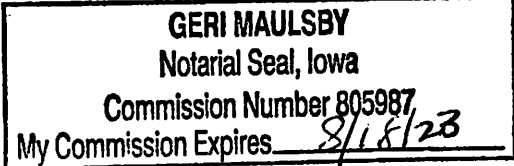
By:  Dated: 1/24/23  
**Scott M. Maulsby, Manager**

STATE OF IOWA, Cerro Gordo COUNTY )

ss:

On this 25 day of January, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Scott M. Maulsby** to me personally known, who being by me duly sworn, did say that he is a Manager of said limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its Managers and Members; and that the said **Scott M. Maulsby** as such Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

 Iowa  
Notary Public in and for said State



Number: 2021-5796  
BK: 2021 PG: 5796  
Recorded: 8/2/2021 at 8:23:00.0 AM  
County Recording Fee: \$57.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$60.00  
Revenue Tax:  
AnnMarie Legler RECORDER  
Cerro Gordo County, Iowa

Prepared by and return to: Collin M. Davison, Laird Law Firm, P.L.C., 11  
Fourth Street, N.E., P.O. Box 1567, Mason City,  
Iowa 50402-1567, Telephone 641-423-5154, Fax 641-  
423-5310; collin@lairdlawfirm.com

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#### DRIVEWAY AGREEMENT

1. **Parties Identified.** This Agreement is among:

"MMP" Maulsby Marine Properties, LLC, an Iowa  
limited liability company;

"Arndorfer" Steven H. Arndorfer, unmarried;

"Hanson" Carol D. Hanson, unmarried; and

"BDS" Brad's Dock Service Inc., an Iowa corporation.

MMP, Arndorfer, Hanson, and BDS shall collectively be referred to as  
"Owner" or "Owners" or "Party" or "Parties" as the case may be.

2. **Consideration.** This Agreement is executed for good and  
valuable consideration, the receipt and sufficiency of which are  
acknowledged.

3. **Properties Identified.**

A. MMP owns "Parcel A" legally described as:

LOT FIVE (5), EXCEPT THE SOUTH 888 FEET IN THE  
SUBDIVISION OF GOVERNMENT LOT ONE (1) IN SECTION  
TWENTY-TWO (22), TOWNSHIP NINETY-SIX (96) NORTH,  
RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M.,  
CERRO GORDO COUNTY, IOWA

(Parcel No. 052247601100)

B. Arndorfer owns "Parcel B" legally described as:

THE EAST 219.00 FEET OF THE SOUTH 232.6 FEET OF  
LOT FOUR (4) IN THE SUBDIVISION OF GOVERNMENT  
LOT TWO (2) IN SECTION TWENTY-TWO (22), TOWNSHIP  
NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22)  
WEST OF THE 5TH P.M. CERRO GORDO COUNTY, IOWA

(Parcel No. 052245101700)

C. Hanson owns "Parcel C" legally described as:

LOT FOUR (4) IN THE SUBDIVISION OF GOVERNMENT  
LOT TWO (2) IN SECTION TWENTY-TWO (22), TOWNSHIP  
NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22)  
WEST OF THE 5<sup>TH</sup> P.M., CERRO GORDO COUNTY, IOWA,  
EXCEPT:

- i. THE WEST FIFTY-FIVE (55) FEET OF LOT FOUR  
(4) IN THE SUBDIVISION OF GOVERNMENT LOT  
TWO (2) IN SECTION TWENTY-TWO (22),  
TOWNSHIP NINETY-SIX (96) NORTH, RANGE  
TWENTY-TWO (22) WEST OF THE 5<sup>TH</sup> P.M.,  
CERRO GORDO COUNTY, IOWA;
- ii. THE EAST 219 FEET OF THE SOUTH 232.6 FEET  
OF LOT FOUR (4) IN THE SUBDIVISION OF  
GOVERNMENT LOT TWO (2) IN SECTION TWENTY-  
TWO (22), TOWNSHIP NINETY-SIX (96) NORTH,  
RANGE TWENTY-TWO (22) WEST OF THE 5<sup>TH</sup>  
P.M., CERRO GORDO COUNTY, IOWA.

(Parcel No. 052245102800)

D. MMP owns "Parcel D" legally described as:

A TRACT OF LAND IN LOT THREE (3) IN THE  
SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION  
TWENTY-TWO (22), TOWNSHIP NINETY-SIX (96) NORTH,  
RANGE TWENTY-TWO (22) WEST OF THE FIFTH P.M.,  
DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 120  
FEET WEST OF THE NORTHEAST CORNER OF LOT THREE  
(3), THENCE SOUTH IN A LINE PARALLEL WITH THE  
EAST LINE OF SAID LOT THREE (3), TO THE SOUTH  
LINE OF SAID LOT THREE (3), THENCE WEST ALONG  
THE SOUTH LINE OF SAID LOT THREE (3), 260 FEET,  
THENCE NORTH IN A LINE PARALLEL WITH THE EAST  
LINE OF SAID LOT THREE (3), TO THE NORTH LINE OF  
SAID LOT THREE (3), THENCE EAST ALONG THE NORTH  
LINE OF SAID LOT THREE (3), TO THE PLACE OF  
BEGINNING SUBJECT TO HIGHWAYS AND EXCEPT THE  
WEST 130 FEET THEREOF

(Parcel No. 052245100600)

E. MMP owns "Parcel E" legally described as:

TRACT "B" IN PART OF LOT THREE (3) IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION TWENTY-TWO (22), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., CERRO GORDO COUNTY, IOWA, AS DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY DATED MAY 27, 1988 AND FILED JUNE 1, 1988 AS DOCUMENT NO. 88-3244

(Parcel No. 052245101500)

F. BDS owns "Parcel F" legally described as:

LOT FIVE (5) AND THE WEST 55.00 FEET OF LOT FOUR (4) IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION TWENTY-TWO (22), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M.

(Parcel No. 052245102700)

G. Parcels A through F, inclusive, shall collectively be referred to as the "Parcels."

4. **Background and Definitions and Clarification.**

- A. Owners desire to establish a driveway easement across the west twenty feet of Parcel A for the benefit of Parcels B, C, D, E, and F.
- B. Owners desire to establish a driveway easement across the north thirty feet of Parcel C for the benefit of Parcels D, E, and F.

5. **Entrance and Driveway Easements Established.** There are easements created across, over, and upon the west twenty feet of Parcel A and the north thirty feet of Parcel C (collectively the "Driveway") upon the following terms and conditions:

- A. The easements are non-exclusive.
- B. The easements are for the benefit of Parcels A, B, C, D, E, and F.
- C. No person shall use the Driveway for any purpose which



restricts or inhibits the right or privilege of others to use the Driveway. No Party shall take any action which impairs the ability of a Party to have full access to such Party's Parcel or the improvements located upon such Party's Parcel.

- D. No Party shall allow a vehicle or other object to stand upon or be parked in such a fashion as to deny access.
- E. As regards maintenance, repairs, and replacements for the Driveway:
  - i. Owners are equally responsible for the costs of maintenance and repair, including those associated with inspection, dust control, snow removal and ice control, and maintenance.
  - ii. In the event, because of age, elements, and use, the driveway requires replacement, the cost of replacement shall be shared equally among Owners.
  - iii. See Paragraph G below for obligations of a Party causing damage.
- F. To the extent reasonably necessary, the owners of one Parcel shall have the right of entry upon the other Parcels in order to perform the duties referred to above.
- G. In the event damage is caused to the Driveway, then the Party causing such damage shall be responsible for all expenses required to repair the damage.
- H. After any entry onto a Parcel for the performance of any work, the Parcel shall be put back into the condition that existed prior to it.
- I. No fence or gate shall be installed which will impair or inhibit the use of the Driveway. Notwithstanding the foregoing, the Parties acknowledge that a temporary fence or gate may be necessary for a limited time during any period when maintenance, repairs, or replacements requires the same.

6. **Nature of Easements.**

- A. All easements are covenants running with the lands.
- B. The easements are permanent and perpetual.

7. **Dispute Resolution.**

- A. Owners of the Parcels shall not neglect the obligations to keep the Driveway in good repair and condition.
- B. If an owner reasonably determines a need for repair and maintenance, a meeting of Owners shall be called by the Party who determines there is a need. The purposes of the meeting are to verify the need for repair and to determine the method for effecting such repair, allocating costs and making arrangements for the payment of such costs.
- C. In the event Owners are unable to agree regarding required maintenance and repairs, then Owners shall participate in good faith in mediation prior to the filing of any action in the Iowa District Court. The fees of the mediator shall be shared equally among Owners.
- D. In the event a Party fails to comply with any agreement resulting from mediation, any owner shall be entitled to commence an action to enforce the terms of the agreement and the costs of such enforcement, including reasonable attorney's fees, shall be awarded to the prevailing Party.

8. **Obligations to Deal Fairly.** There is imposed upon the owners of the Parcels obligations to deal fairly and in good faith with one another.

In the event of any litigation among the Parties regarding this Agreement and their duties, the prevailing Party shall be entitled to attorney's fees and court costs.

9. **Binding Effect.** This Agreement is binding upon and inures to the benefit of successors and assigns.

10. **Captions.** Captions are for convenience and shall not affect interpretation.

11. **Governing Law.** This Agreement shall be governed by the laws of Iowa.

12. **Waiver.** A waiver of any breach shall not be considered to be a waiver of any other or subsequent breach.

13. **Prior Agreements Affected.** This Agreement supplements all

prior Agreements, written and oral, between the Parties and their predecessors, including but not limited to the Easement Agreement filed July 2, 1997 in Book 97, Page 4847, easements established by Contract recorded September 21, 1972 in Book 1991, Page 755, Deed recorded April 29, 1977 in Book 212, Page 399, Deed recorded August 31, 1997 in Book 215, Page 334, and Deed recorded June 24, 1987 in Book 87, Page 4673.

This Agreement does not impact the rights or privileges or burdens of owners of other properties who are not Parties to this Agreement.

14. Consent of Lender. Clear Lake Bank & Trust Company consents to the execution of this Agreement by Hanson.

15. Execution. This Agreement is executed upon separate signature pages.

SIGNATURE PAGE OF MAULSBY MARINE PROPERTIES, LLC  
TO DRIVEWAY AGREEMENT

"MMP"

Maulsby Marine Properties, LLC

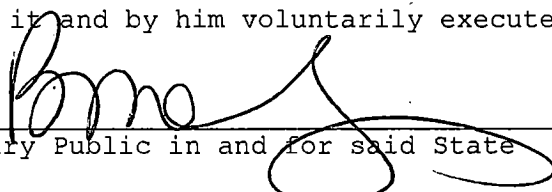
By: 

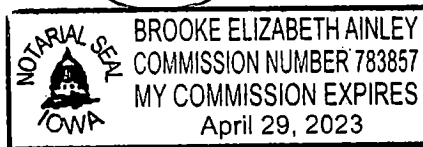
Dated: 6/8/21

Scott Maulsby, Vice President

STATE OF IOWA, COUNTY OF Cerro Gordo, ss:

On this 9<sup>th</sup> day of June, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared **Scott Maulsby**, to me personally known, who, being by me duly sworn, did say that he is the **Vice President** of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said **Scott Maulsby** as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

  
Notary Public in and for said State





SIGNATURE PAGE OF STEVEN H. ARNDORFER  
TO DRIVEWAY AGREEMENT

"Arndorfer"

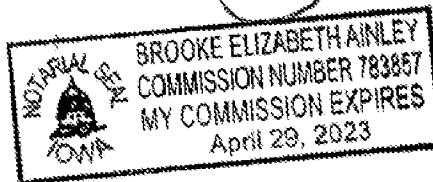
Steven H. Arndorfer  
Steven H. Arndorfer, unmarried

Dated: 6-15-2021

STATE OF IOWA, COUNTY OF Cerro Gordo, ss:

On this 15<sup>th</sup> day of June, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Steven H. Arndorfer, unmarried.

Bones  
Notary Public in and for said State



SIGNATURE PAGE OF CAROL D. HANSON  
TO DRIVEWAY AGREEMENT

"Hanson"

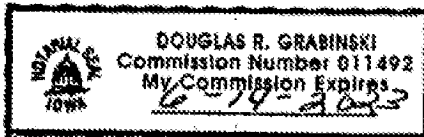
Carol D. Hanson  
Carol D. Hanson, unmarried

Dated: 6/2/21

STATE OF IOWA, COUNTY OF Cerro Gordo, ss:

On this 2nd day of June, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Carol D. Hanson, unmarried.

Douglas R. Grabinski  
Notary Public in and for said State



SIGNATURE PAGE OF BRAD'S DOCK SERVICE INC.  
TO DRIVEWAY AGREEMENT

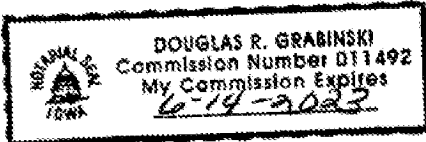
"BDS"

Brad's Dock Service Inc.

By: Brad J. Garrington Dated: 6-9-2021  
Brad J. Garrington, President

STATE OF IOWA, COUNTY OF Cerro Gordo, ss:

On this 9th day of June, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared **Brad J. Garrington**, to me personally known, who, being by me duly sworn, did say that he is the **President** of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said **Brad J. Garrington** as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Douglas R. Grabinski  
Notary Public in and for said State

SIGNATURE PAGE OF CLEAR LAKE BANK & TRUST COMPANY  
TO DRIVEWAY AGREEMENT

Clear Lake Bank & Trust Company

By: Cheryl Kurtzleben Dated: 7-19-21  
Printed Name: Cheryl Kurtzleben  
Title: Vice President

STATE OF IOWA, COUNTY OF Cerro Gordo, ss:

On this 19 day of July, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Cheryl Kurtzleben, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Cheryl Kurtzleben as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.

Toni Kreitzer

Notary Public in and for said State

CMD:ctr:\\MCHMFPS01\Departments\Davison\RE\Agreement\Driveway\maulsby.garrington.06.04.21.doc





Prepared by: Jacquelyn K. Arthur, Heiny, McManigal, Duffy, Stambaugh & Anderson,  
PLC, 11 Fourth Street N.E., P.O. Box 1567, Mason City, Iowa 50402-  
1567; Telephone 641-423-5154, Fax 641-423-5310

Return to: Jacquelyn K. Arthur, Heiny, McManigal, Duffy, Stambaugh & Anderson,  
PLC, 11 Fourth Street N.E., P.O. Box 1567, Mason City, Iowa 50402-  
1567; Telephone 641-423-5154, Fax 641-423-5310

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**UTILITY EASEMENT REGARDING**

**"Parcel A"**      **LOT FIVE (5), EXCEPT THE SOUTH 888 FEET IN THE  
SUBDIVISION OF GOVERNMENT LOT ONE (1) IN SECTION  
TWENTY-TWO (22), TOWNSHIP NINETY-SIX (96) NORTH,  
RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., CERRO  
GORDO COUNTY, IOWA  
(Parcel No. 052247601100)**

**AND**

**"PARCEL C"**      **LOT FOUR (4) IN THE SUBDIVISION OF GOVERNMENT LOT  
TWO (2) IN SECTION TWENTY-TWO (22), TOWNSHIP  
NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST  
OF THE 5<sup>TH</sup> P.M., CERRO GORDO COUNTY, IOWA, EXCEPT:**  
i.      **THE WEST FIFTY-FIVE (55) FEET OF LOT FOUR (4)  
IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN  
SECTION TWENTY-TWO (22), TOWNSHIP NINETY-SIX  
(96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE  
5<sup>TH</sup> P.M., CERRO GORDO COUNTY, IOWA;**  
ii.      **THE EAST 219 FEET OF THE SOUTH 232.6 FEET OF  
LOT FOUR (4) IN THE SUBDIVISION OF GOVERNMENT  
LOT TWO (2) IN SECTION TWENTY-TWO (22),  
TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-  
TWO (22) WEST OF THE 5<sup>TH</sup> P.M., CERRO GORDO  
COUNTY, IOWA.  
(Parcel No. 052245102800)**

**AND**

**"PARCEL F"**      **LOT FIVE (5) AND THE WEST 55.00 FEET OF LOT FOUR (4) IN  
THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION**

TWENTY-TWO (22), TOWNSHIP NINETY-SIX (96) NORTH, RANGE  
TWENTY-TWO (22) WEST OF THE 5TH P.M.  
(Parcel No. 052245102700)

1. **PARTIES IDENTIFIED.** This Agreement is between:

"Hanson" Carol D. Hanson, unmarried; and

"MMP" Maulsby Marine Properties, LLC, an Iowa limited liability company.

2. **PROPERTIES IDENTIFIED.** MMP owns Parcel A and Parcel F. Hanson owns Parcel C.

Parcel C lays west of Parcel C. Parcel F lays west of Parcel C.

3. **BACKGROUND.** There exists on Parcel A electrical service lines which serve Parcel C and other properties. Parcel F desires to connect to the electrical service lines to service Parcel F

There exists a Clear Lake Sanitary Sewer District sanitary sewer line running south from South Shore Drive in the west ten (10) feet of Parcel A pursuant to an Easement dated October 1, 1997 and filed July 29, 1998 as Document No. 9807432 in the office of the Cerro Gordo County Recorder. Parcel F desires to connect to the sanitary sewer line on Parcel A.

4. **UTILITY EASEMENT GRANTED OVER PARCEL C.** Hanson conveys to MMP a non-exclusive easement in, over, through and under the north ten feet (10') of Parcel C for the benefit of Parcel F for underground utility line purposes.

This easement is for the installation, construction, reconstruction, repair, maintenance, replacement and inspection of the utility service lines to serve Parcel F, including but not limited to sanitary sewer, electrical, natural gas, telecommunications, cable, and internet.

Parcel F shall be responsible for all costs associated with the installation, construction, reconstruction, repair, maintenance, replacement and inspection of the utility service lines.

5. **UTILITY EASEMENT GRANTED OVER PARCEL A.** MMP declares a non-exclusive easement in, over, through and under the west ten feet (10') of Parcel A for the benefit of Parcel F for underground utility line purposes.

This easement is for the installation, construction, reconstruction, repair, maintenance, replacement and inspection of the utility service lines to serve Parcel F, including but not limited to sanitary sewer, electrical, natural gas, telecommunications, cable, and internet.

Parcel F shall be responsible for all costs associated with the installation, construction, reconstruction, repair, maintenance,

replacement and inspection of the utility service lines.

6. **STATUS QUO.** After any entry onto a Parcel for the performance of any work, the Parcel shall be put back into the condition that existed prior to such entry or work.

7. **OBLIGATIONS TO DEAL FAIRLY.** There is imposed upon the owners of the tracts an obligation to deal fairly and in good faith with one another.

8. **NATURE OF THE EASEMENTS.** The easements granted are permanent and perpetual and are covenants running with the land.

9. **BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of successors and assigns of the parties. The rights, duties, benefits and privilege granted in this Agreement are covenants running with the land.

10. **CAPTIONS.** Captions are for convenience and shall not affect interpretation.

11. **GOVERNING LAW.** This Agreement shall be governed by the laws of Iowa.

12. **WAIVER.** A waiver of any breach shall not be considered to be a waiver of any other or subsequent breach.

13. **EXECUTION.** This Agreement is executed on counterpart signature pages which also contain the notary acknowledgements. The balance of this page is intentionally left blank.

R:\Arthur\realestate\easement\utility.maulsbymarine.hanson.1-31-23.doc

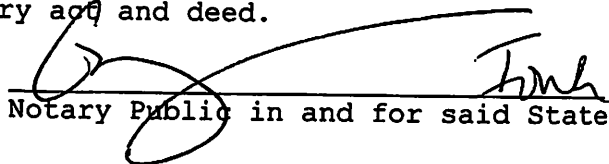
**SIGNATURE PAGE OF CAROL D. HANSON  
TO  
UTILITY EASEMENT**

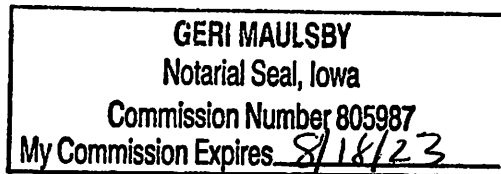
"Hanson"

Carol D. Hanson Dated: 2/1/23  
Carol D. Hanson

STATE OF IOWA, Cerro Gordo COUNTY SS:

On this 1 day of February, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared **Carol D. Hanson, unmarried**, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

  
Notary Public in and for said State



**SIGNATURE PAGE OF MAULSBY MARINE PROPERTIES, LLC  
TO  
UTILITY EASEMENT**

"MMP"

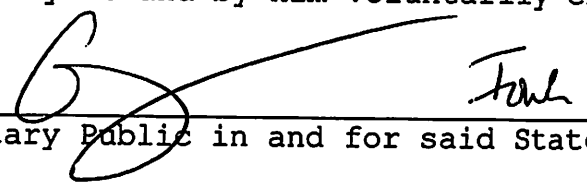
Maulsby Marine Properties, LLC

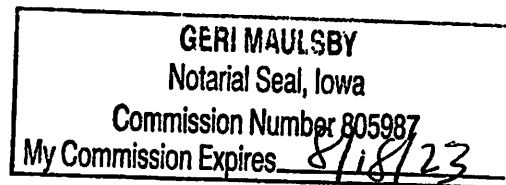
By:   
Scott Maulsby, Manager

Dated: 2/1/23

STATE OF IOWA, COUNTY OF CERRO GORDO, ss:

On this 1 day of February, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared **Scott M. Maulsby**, to me personally known, who, being by me duly sworn, did say that he is a Manager of **Maulsby Marine Properties LLC**, executing the within and foregoing instrument; that said instrument was signed on behalf of **Maulsby Marine Properties LLC**, by authority of its Managers and Members; and that **Scott M. Maulsby**, as a Manager, acknowledges the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

  
Notary Public in and for said State





Prepared by: Jacquelyn K. Arthur, Laird Law Firm P.L.C., 11 4<sup>th</sup> Street N., P.O. Box 1567, Mason City, Iowa 50402-1567; Telephone 641-423-5154; Fax 641-423-5310; Email [jarthur@lairdlawfirm.com](mailto:jarthur@lairdlawfirm.com)  
Return document to: Jacquelyn K. Arthur, Laird Law Firm P.L.C., 11 4<sup>th</sup> Street N., P.O. Box 1567, Mason City, Iowa 50402-1567; Telephone 641-423-5154; Fax 641-423-5310; Email [jarthur@lairdlawfirm.com](mailto:jarthur@lairdlawfirm.com)

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**WELL AND WATER SYSTEM AGREEMENT REGARDING EVERGREEN COVE, CERRO GORDO COUNTY, IOWA**

1. **PARTIES IDENTIFIED.** This Agreement is executed by Maulsby Marine Properties LLC, an Iowa limited liability company ("Maulsby").
2. **PROPERTIES IDENTIFIED.** This Agreement regards the three parcels of real estate legally described as:
  - A. **LOT ONE (1) IN EVERGREEN COVE, CERRO GORDO COUNTY, IOWA ("Lot 1"); and**
  - B. **LOT TWO (2) IN EVERGREEN COVE, CERRO GORDO COUNTY, IOWA ("Lot 2"); and**
  - C. **LOT THREE (3) IN EVERGREEN COVE, CERRO GORDO COUNTY, IOWA ("Lot 3").**

Maulsby is the owner of Lot 1, Lot 2 and Lot 3.

3. **RELATIONSHIP OF PARCELS.** Attached as Exhibit "A" is a copy of the Final Plat of Evergreen Cove, Cerro Gordo County, Iowa which depicts the properties. Each Lot is identified by its corresponding Lot number.

4. **EXISTENCE OF WELL AND WATER DISTRIBUTION SYSTEM.** There is located upon the Lots a well with water distribution lines to serve each Lot.

8. **SHARED RESPONSIBILITIES FOR COSTS FOR THE UNDERGROUND WELL LINE.** All costs of maintenance, repair and replacement of the well line running from the well to the pump house shall be shared equally by all parties served by the well. This agreement shall not preclude a Lot from withdrawing (disconnecting) from this Agreement nor shall it preclude Lots from being combined as provided below.

9. **RESPONSIBILITY FOR WELL, PUMP AND CASING.** The owners of all Lots being served by the well are equally responsible for the repair, maintenance and replacement of the well, pump and casing.

10. **DUTIES UPON ENTERING A LOT.** Any entry onto a Lot for any work regarding the well, pump, casing, well line or the underground water distribution line(s) shall be done at such a time and in such a manner to cause the least amount of damage and interference possible. After work is performed, the property shall be put back into the condition that existed before the work was performed.

11. **EACH LOT RESPONSIBLE FOR COSTS OF UNDERGROUND WATER DISTRIBUTION LINE.** The owner of each Lot is solely responsible for all costs of connecting to the pump, and for all costs of construction, maintenance, repair and replacement of the water distribution lines which serves that Lot. Further, the owner of each Lot shall be responsible for assuring that (a) connecting to the pump or (b) disconnecting from the pump or (c) using water from the well will not result in contamination of the water or diminution of services provided to the other Lots.

12. **EACH PARCEL RESPONSIBLE FOR PRESSURE TANK.** The owner of each Lot shall be responsible for the installation, construction, maintenance and repair of a pressure tank for such Lot. The owner of each Lot served by the well shall keep the pressure tank in good operating condition. There is hereby created in favor of all Lots served by the well the right to inspect the pressure tank and related parts of this system on each Lot on a periodic basis for the purpose of determining operating condition.

13. **LIMITATION ON DUTIES.** No Party to this Agreement makes any representation or warranty regarding the quantity, quality, potability, or safety of the water. Further, no Party has any responsibility to supply water other than what can be provided from the well. In the event of electrical outage or mechanical or other breakdown of the well, pump, or casing, no Party shall have responsibility other than to attempt repairs. In the event the well no longer furnishes an adequate supply of water or potable water, then

there is no obligation on the part of the owner of any Lot to construct a new well and this Agreement shall terminate.

14. **NO POWER TO SELL WATER RIGHTS.** No owner of any Lot shall have the right, power or authority to sell water rights or to permit any other owner or person to use the water supply from the well without first obtaining the written consent of the owners of those Lots then being served by the well.

15. **RENTAL.** Each Lot served by the well shall pay the owner of the Lot on which the well is located \$400.00 per year for electricity for the pump, with such payments due in advance of the 1<sup>st</sup> day of January each year and continuing thereafter until this Agreement is terminated. The charge of \$400.00 per year for a Lot shall be prorated to the date a water distribution line connects that Lot to the pump. The charge of \$400.00 per year shall not be reduced or abated unless the well serving the Lots has failed to provide water for a continuous period of 30 days.

16. **RENT ADJUSTMENTS.** It is recognized that electricity rates may increase and there may be a need to increase the annual rent. Through December 31, 2023, the annual rent for electricity shall not increase above \$400.00. After December 31, 2023, the annual rent may be increase by agreement among the owners of all Lots then being served by the well. If the owners are not able to agree on the amount of the increase, then the rights, duties and privileges provided elsewhere in this Agreement shall apply.

17. **RIGHT TO COMBINE PARCELS.** If two or more Lots or portions of Lots are combined, then the fraction used to compute the obligations of the owners of the Lots under this Agreement for purposes of maintenance and repair shall be adjusted accordingly. By way of illustration, there are presently three Lots and it is contemplated that all three Lots will be served by the well. If only two Lots are served by the well, then the obligation for maintenance and repair of the pump would be one-half for each Lot. By way of further illustration, if all three Lots are served by the well, with Lot 3 being divided in half and there is located on each half one residence, then the fraction would be one-fourth rather than one-third.

18. **RIGHT TO DISCONNECT.** If the owner of a Lot desires to disconnect from the water distribution system, then the owner of such Lot may exercise that privilege but is still obligated to pay the annual rent for electricity prorated to the date the disconnection occurs. After disconnection, the owner of the Lot no longer served by the water distribution system shall no longer be responsible for

maintenance and repairs of the well or water distribution line. However, the right and privilege of the owners of all Lots for access to repair, maintain and replace the water distribution line may not be terminated and that easement for those purposes is permanent and perpetual. If the owner of a Lot provided notice of intent to disconnect or that a disconnection has occurred, the owner of each other Lot then being served or in the future being served by the water distribution system shall have the right to inspect the parcel to verify that the disconnection has occurred and that no reconnection has occurred.

19. **OPPORTUNITY TO ARRANGE FOR DIFFERENT METHOD TO PROVIDE ELECTRICITY.** In the event the owners are unable to agree on the amount of any increase to the rental for electricity or in the event the owner of Lot 1 desires that the electric meter serving the existing pole barn on Lot 1 no longer be used for purposes of the pump, then among other alternatives, the parties can:

- (a) provide for the installation of a separate electric meter serving only the well and water distribution system and arrange for the payment of the cost of the electricity to be shared according to the water usage. The cost of installation of an maintenance of the separate electric meter for the well and water system would be shared equally among the owners of the Lots then being served. The owner of one Lot may serve as nominee for purposes of the electric meter for the well and water system, but the owner of each Lot then being served shall have the obligation and responsibilities stated in this Agreement for payment of the pro rata share of such owner for the electricity costs. In the event a separate electric meter is installed, then the owner of each Lot then being served by the well shall be responsible for installing, maintaining and repairing a separate water meter required for each Lot then being served. The owners of all Lots then being served shall have the right of access to all other Lots to verify water usage.

- (b) Agree that another Lot owner shall allow the electricity costs to be charged to such owner and in that event, rent for the other Lots shall be paid to that owner.

20. **EXERCISE OF PRIVILEGE TO CONNECT.** The owner of a Lot shall be permitted to initially connect to the pump at no cost other than

the cost for installing a separate water distribution line to serve that Lot.

21. DEFAULT, LIEN, AND REMEDIES. In the event the owner of a Lot remains in default:

- (a) In making a payment for rent, or
- (b) For that owner's share of common expenses, or
- (c) In performing any other obligation under this Agreement, for more than ten (10) days after written notice of such default, then:
  - (i) The owners of the other Lots, collectively, or the owner of any affected Lot, may file an affidavit with the Recorder of Cerro Gordo County specifying the nature of the default. Upon the filing of such affidavit, any amount stated in the affidavit shall constitute a lien against the affected Lot. Such lien shall be enforceable as provided by law; or
  - (ii) If the default continues for more than 20 days after the notice, then the owners of the other Lots, collectively, or the owner of any affected Lot, may take action to disconnect the lateral extension to the Lot owned by the defaulting owner, and the costs of such disconnection shall be the expense of the defaulting owner. Such costs may be set forth in an affidavit to be filed with the County Recorder and any amount stated shall constitute a lien against the affected Lot. Such lien shall be enforceable as provided by law; or
  - (iii) The owners of the other Lots, collectively, or the owner of any affected Lot, may sue for injunctive relief; or
  - (iv) The owners of the other Lots, collectively, or the owner of any affected Lot, may sue for damages; or
  - (v) The owners of the other Lots, collectively, or the owner of any affected Lot, may sue for specific performance; or

- (vi) The owners of the other Lots, collectively, or the owner of any affected Lot, may exercise such other remedy or remedies as may be available under the law.

The remedies shall not be construed as mutually exclusive but may be exercised in any combination.

22. **NOTICE**. Any notice required or permitted to be given under this Agreement will be sufficient if in writing and personally delivered, or sent by certified mail, return receipt requested, postage prepaid, to the last known mailing address of the owners of the Lots. Refusal or failure to accept of "receipt" for mail shall constitute notice.

23. **WAIVER**. No waiver of any breach of this Agreement shall be considered to be a waiver of any other or subsequent breach.

24. **BINDING EFFECT**. This Agreement is binding upon the present and future owners of each of the five Lots and their successors and assigns. The easements granted are permanent and perpetual and are covenants running with the land.

25. **CAPTIONS**. All headings and captions in this Agreement are for convenience and shall not affect the interpretation of this Agreement.

Maulsby Marine Properties LLC

By:

Scott M. Maulsby, Manager

Dated:

1/24/23

STATE OF IOWA, Cerro Gordo COUNTY )

ss:

On this 25 day of January, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott M. Maulsby to me personally known, who being by me duly sworn, did say that he is a Manager of said limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its Managers and Members; and that the said Scott M. Maulsby as such Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

GERI MAULSBY  
Notarial Seal, Iowa

Commission Number 805987

Commission Expires 8/18/23

[Signature]  
Notary Public in and for said State

Attachment: Exhibit "A"—Final Plat of Evergreen Cove, Cerro Gordo County, Iowa

R:\Arthur\realestate\easement\well.evergreencove.1-9-23.doc



1412 6<sup>th</sup> Street SW, P.O. Box 1467  
Mason City, IA 50402-1467  
Phone: 641.423.8271  
Fax: 641.423.8450  
Email: masoncity@whks.com  
Website: www.whks.com



November 11, 2022

John Robbins, Planning & Zoning Administrator  
Cerro Gordo County  
220 N. Washington Avenue  
Mason City, Iowa 50401



RE: Evergreen Cove  
4749C South Shore Drive; Clear Lake (Unincorporated Cerro Gordo Co.)  
**Storm Water Runoff Associated with Development**

Dear Mr Robbins:

At the request of the Developer, WHKS & Co. performed an analysis of proposed site improvements to the property known as Evergreen, located at 4749C South Shore Drive on the south side of Clear Lake.

As part of the analysis, a field investigation was performed of the subject property and immediate surrounding properties. The field investigation determined the limits of the overall watershed and the how the drainage within the watershed is affected by existing culverts and field tile. We found three sub-tributary areas; which includes the west area consisting of 17.6 acres, the central area of 4.1 acres, and the east area of 21.7 acres.

The primary focus of this analysis was the subject property, which consists of 1.9 acres and is located in the west area and is drained by an existing field tile. The analysis included performing drainage calculations to determine how much additional runoff would result from the proposed improvements. The following tabulation summarizes the runoff calculations for the subject property for pre and post development conditions given a 2-year event of 4.04-inches, a 10-year event of 5.98-inches, and a 100-year event of 9.45-inches.

	Q 2-Year (cfs)	Q 10-Year (cfs)	Q 100-Year (cfs)
Pre-Development Conditions	1.7	4.1	10.6
Post-Development Conditions	1.4	2.3	3.7
Net Change	-0.3 (18%)	-1.8 (44%)	-6.9 (65%)

The post-development runoff from the site has been significantly reduced from the existing condition across all rainfall events. Please see the attached calculations for additional information.

If you should have any questions, please feel free to contact me at (641) 201-7906.

Sincerely,

**WHKS & co.**

Louis Wehrspann, P.E.  
Project Manager

LW/lw

## PROPERTY AREA

$$\text{LOT 5} = 1.90 \text{ AC} = 82,764 \text{ SF}$$

## ASSUMPTIONS

$$\text{SOIL GRUP} = C/P$$

$$C_N = 98 (\text{PVT})$$

$$C_N = 80 (\text{GRASS})$$

## EXISTING CONDITIONS

$$\text{IMPERVIOUS AREA} = 416 \text{ SF (PER SURVEY)}$$

$$C = \frac{416 (98) + (82,764 - 416) 80}{82,764} = \underline{\underline{80}}$$

## PROPOSED CONDITIONS

$$\text{IMPERVIOUS AREA} = (3) \underset{\substack{\rightarrow \text{GRAVEL DRIVE} \\ \rightarrow \text{BLOG/DRIVE}}}{6800} + (330 \times 20) = 27,000 \text{ SF}$$

$$C = \frac{27,000 (98) + (82,764 - 27,000) 80}{82,764} = \underline{\underline{86}}$$

\* CALCULATE RUNOFF FOR EXISTING & PROPOSED CONDITIONS USING TR-20/TR-55 METHODOLOGY AND DETERMINE THE PEAK RUNOFF FOR THE 2-YR, 10-YR, AND 100YR RAINFALL EVENTS, THEN COMPARE RESULTS.

## ASSUMPTIONS

SCS - TYPE II

NTWS 14 RAINFALL

$T_c = 10 \text{ min}$

## EXISTING CONDITIONS

$$\begin{aligned} Q_{2yr} &= 1.7 \text{ cfs} \\ Q_{10yr} &= 4.1 \text{ cfs} \\ Q_{25yr} &= 6.2 \text{ cfs} \\ Q_{100yr} &= 10.6 \text{ cfs} \end{aligned}$$

## PROPOSED CONDITIONS

$$\begin{aligned} Q_{2yr} &= 2.8 \text{ cfs} \\ Q_{10yr} &= 6.2 \text{ cfs} \\ Q_{25yr} &= 8.8 \text{ cfs} \\ Q_{100yr} &= 13.5 \text{ cfs} \end{aligned}$$

\* ADD PROPOSED RETENTION/RETENTION FACILITY WITH RESTRICTED OUTLET AND COMPARE TO EXISTING.

ASSUMPTIONS: 10" RESTRICTOR

## PROPOSED W/ RETENTION

$$\begin{aligned} Q_{2yr} &= 1.4 \text{ cfs} \\ Q_{10yr} &= 2.3 \text{ cfs} \\ Q_{25yr} &= 2.7 \text{ cfs} \\ Q_{100yr} &= 3.7 \text{ cfs} \end{aligned}$$

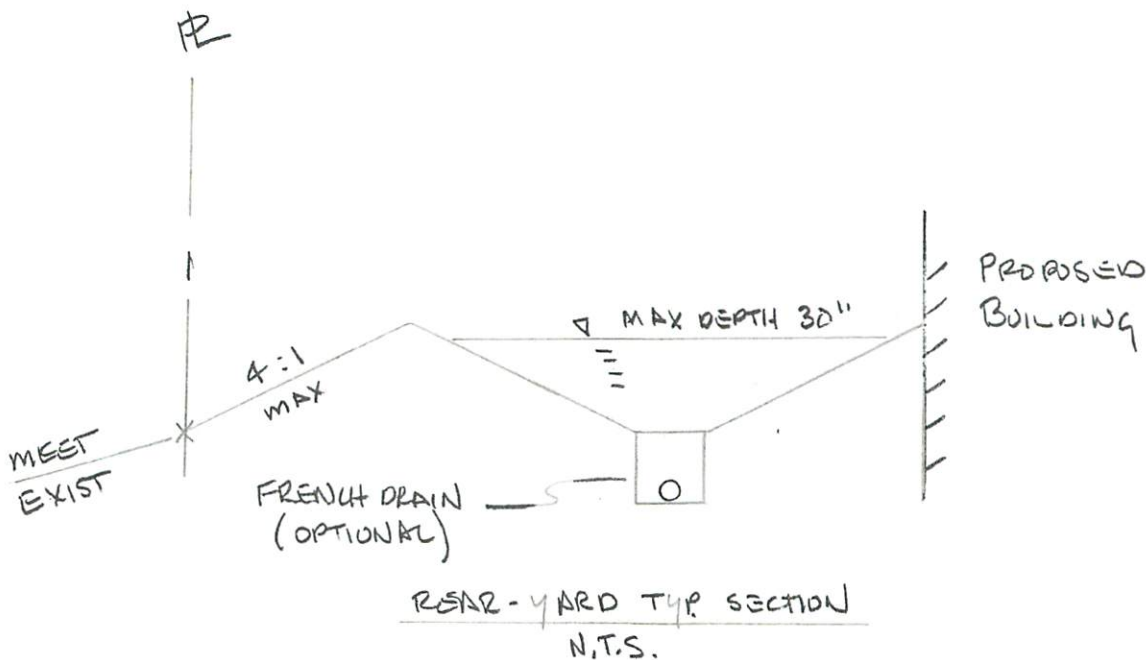
## NET CHANGE FROM EXIST

$$\begin{aligned} &- 0.3 \text{ cfs} - 18\% \\ &- 1.8 \text{ cfs} - 44\% \\ &- 3.5 \text{ cfs} - 56\% \\ &- 6.9 \text{ cfs} - 65\% \end{aligned}$$

THE PROPOSED RELEASE FROM THE RETENTION FACILITY IS GREATLY REDUCED COMPARED TO EXISTING ACROSS ALL RAINFALL EVENTS

\* STORAGE VOLUME REQUIRED = 8,440 CF = 0.194 AC-FT  
PER TR-20 BASED METHODOLOGY & ATLAS 14 RAINFALLS  
WITH A 10"  $\phi$  RESTRICTOR

\* STORAGE VOLUME TO BE PROVIDED IN A  
REAR-YARD DITCH/SWALE - TYPICAL SECTION  
SHOWN BELOW

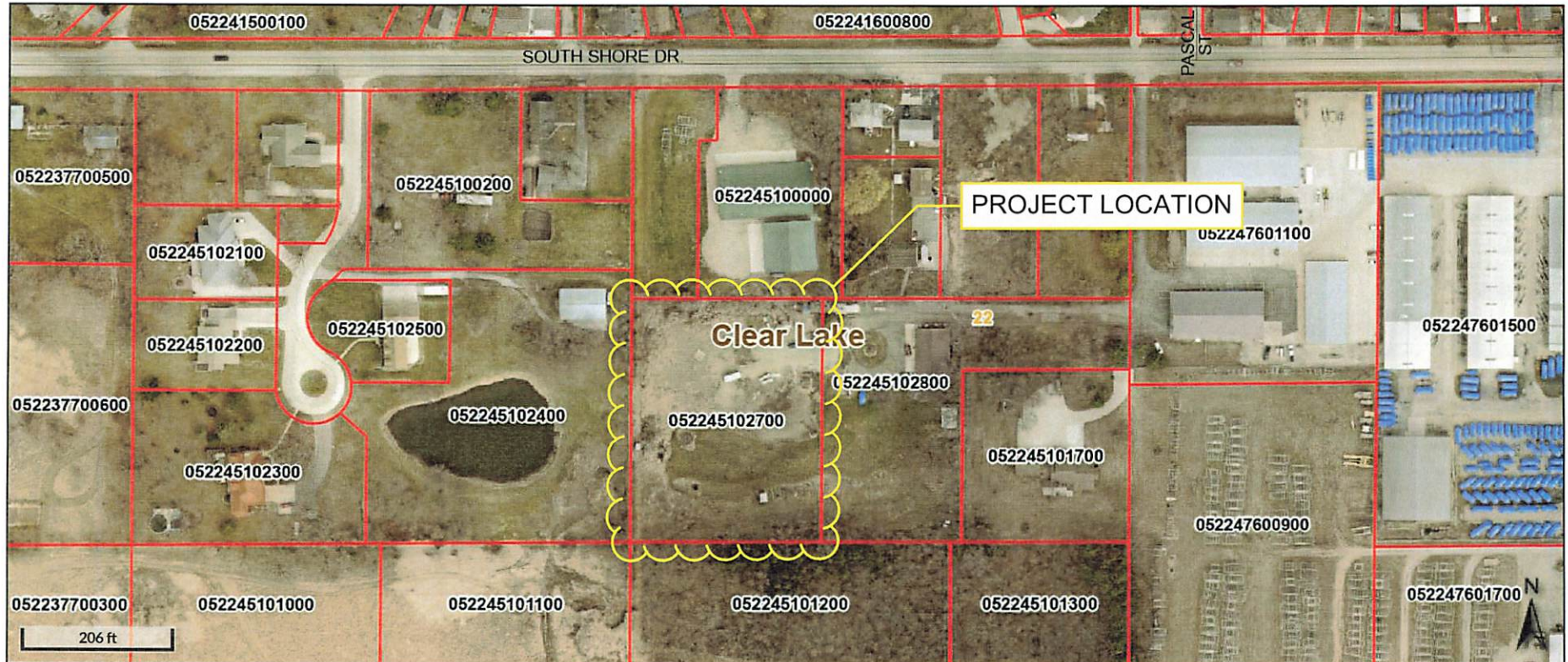


STORAGE VOLUME PROVIDED = 9,450 CF  
= 0.217 AC-FT



## South Shore Drive

### GIS Map

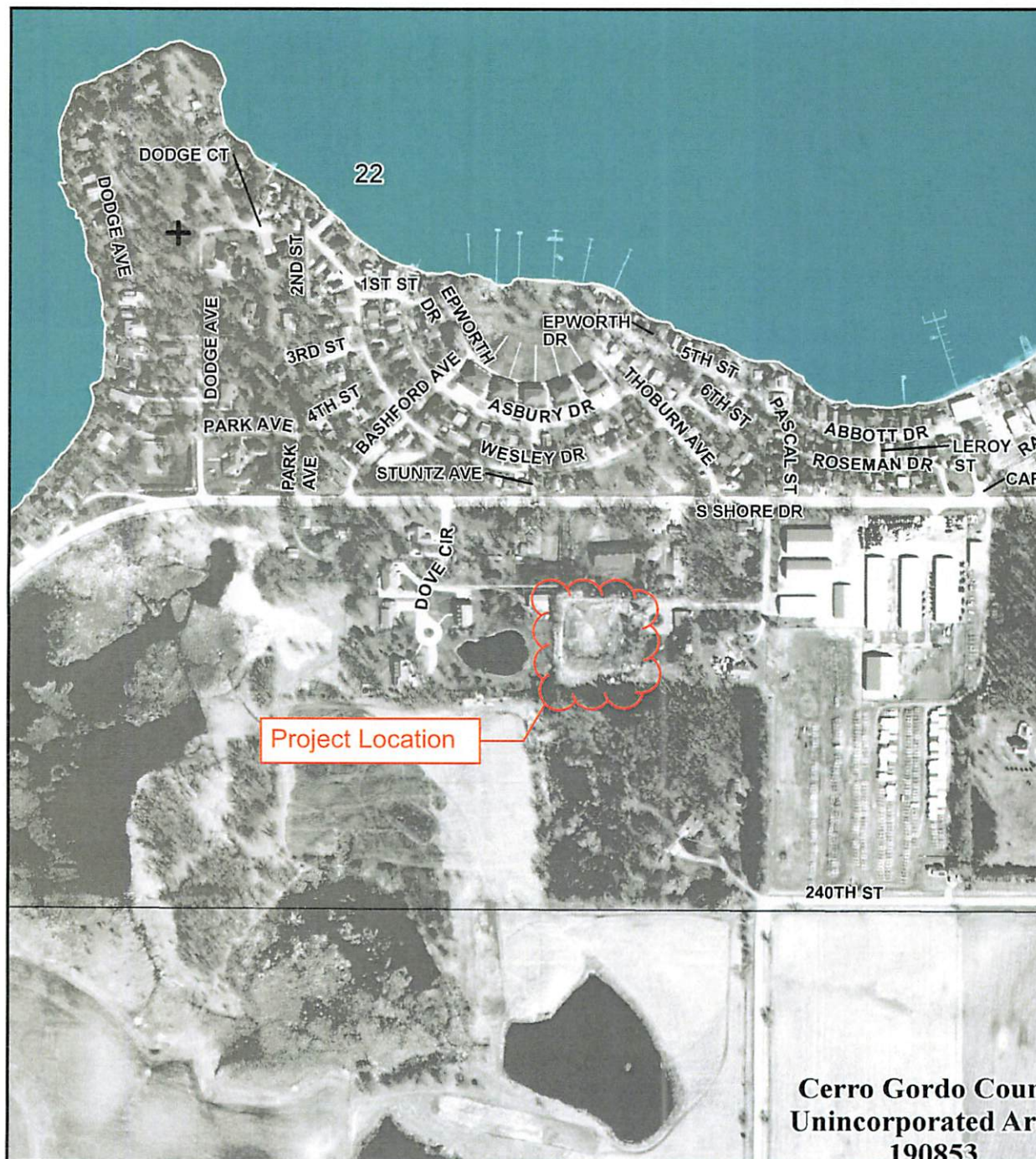


Date created: 10/5/2022

Last Data Uploaded: 10/5/2022 7:37:08 AM

Developed by  **Schneider**  
GEOSPATIAL





**Map Projection:**

Universal Transverse Mercator Zone 15N; North America  
Western Hemisphere; Vertical Datum: NAVD 88

**1 inch = 500 feet**

0      250      500      750      1,000

 **FEMA**  
National Flood Insurance Program

**NATIONAL FLOOD INSURANCE PROGRAM**  
FLOOD INSURANCE RATE MAP

**CERRO GORDO COUNTY, IOWA**  
and Incorporated Areas

PANEL 206 OF 400



Panel Contains:

**COMMUNITY**  
CERRO GORDO COUNTY

NUMBER	PANEL	SUFFIX
190853	0206	D

VERSION NUMBER

### 2.4.3.0

MAP NUMBER

19033C0206D

MAP REVISED

JUNE 5, 2020

**Cerro Gordo County  
Unincorporated Area  
190853**

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.





U.S. Fish and Wildlife Service

# National Wetlands Inventory

4749C SOUTH SHORE DRIVE



July 21, 2022

## Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

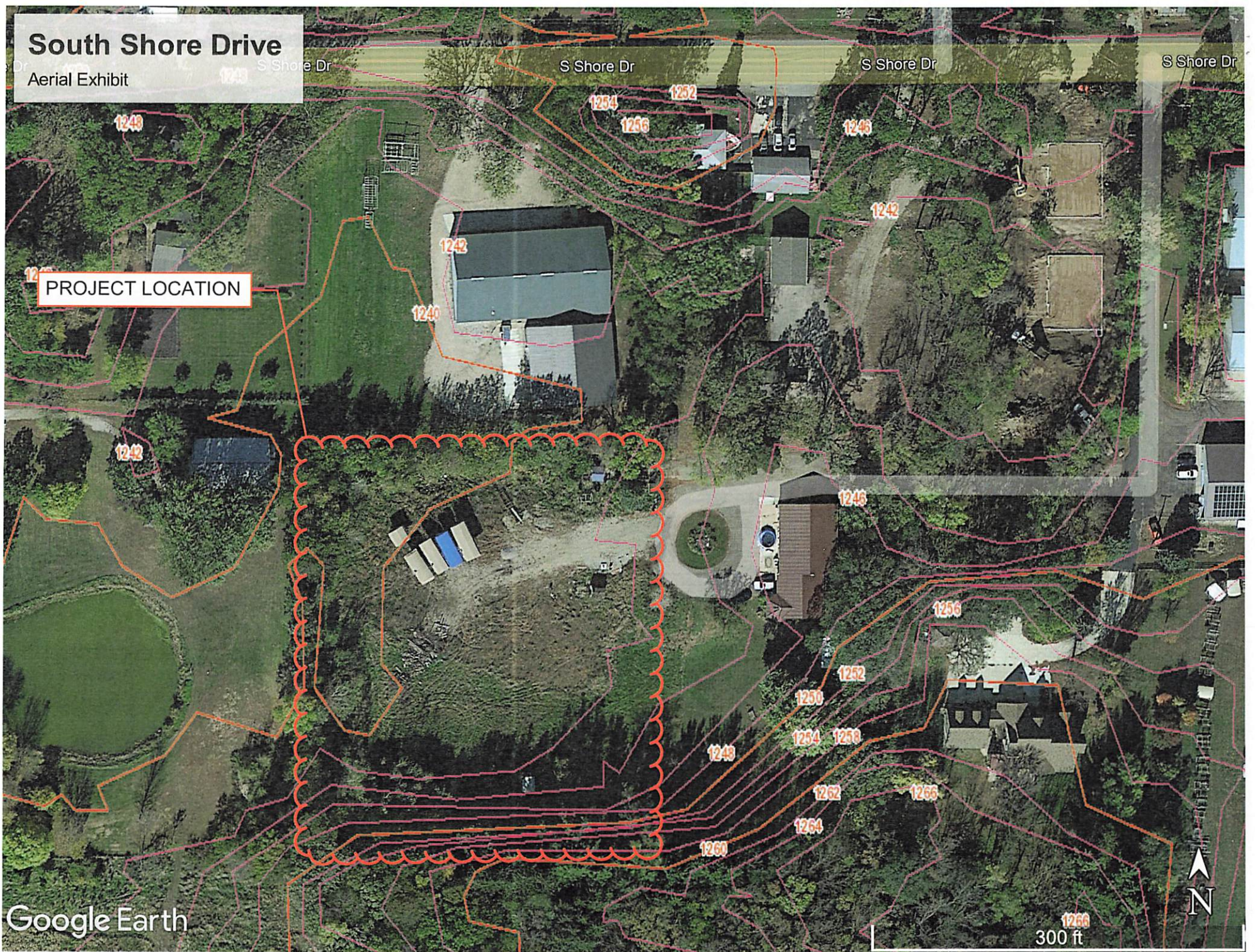
This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



# South Shore Drive

Aerial Exhibit

PROJECT LOCATION



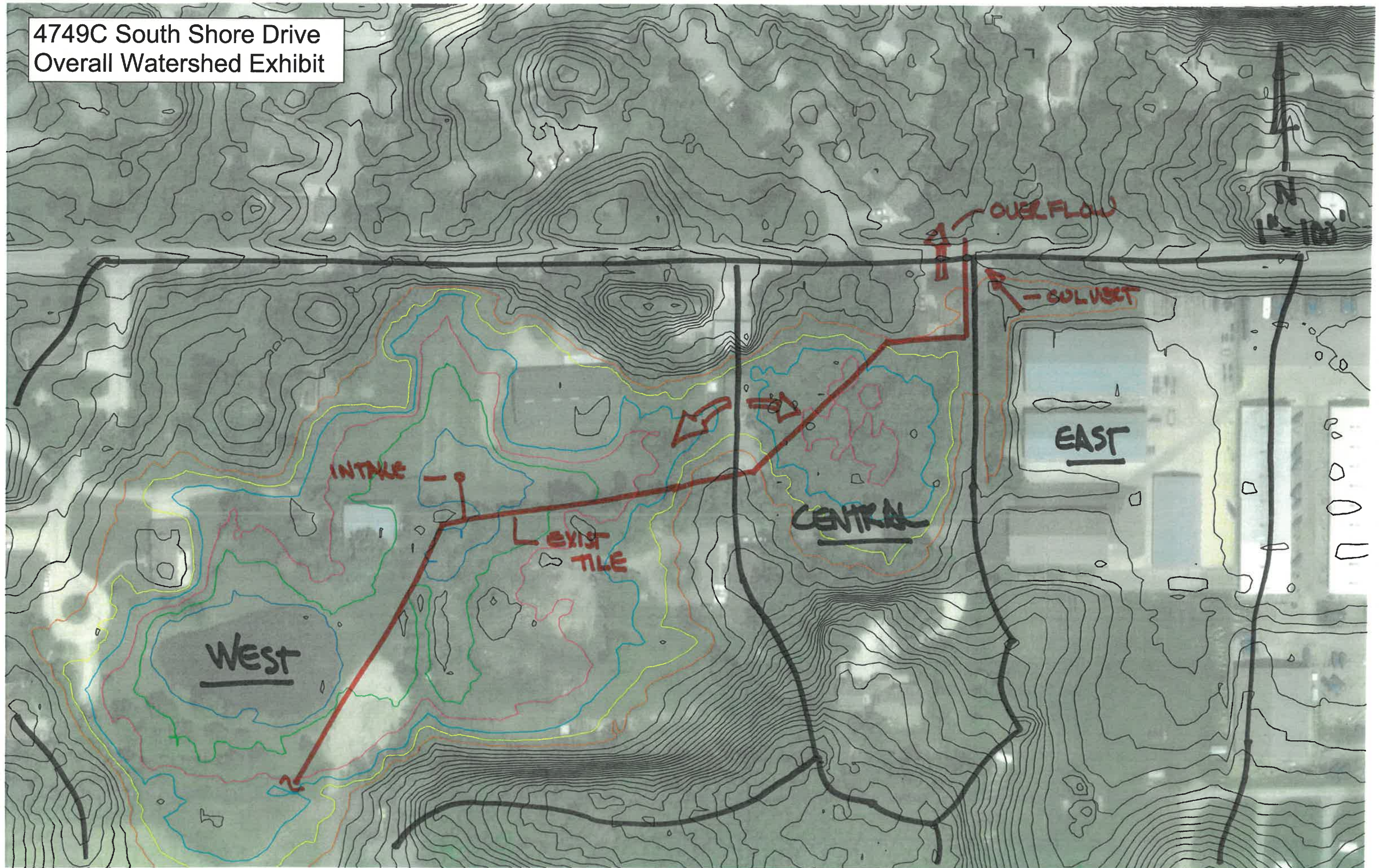
Google Earth

300 ft





4749C South Shore Drive  
Overall Watershed Exhibit





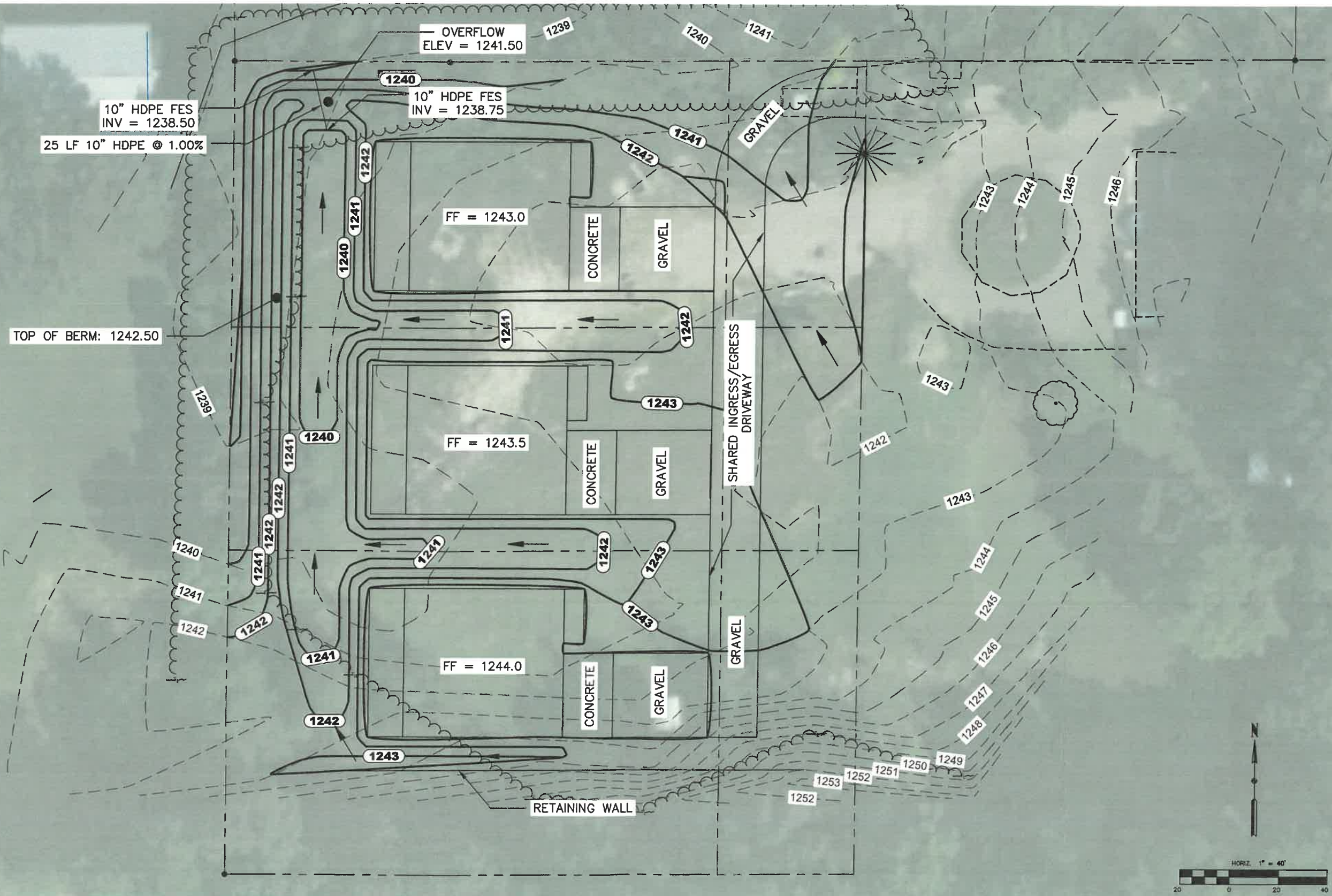
SITE GRADING AND DRAINAGE PLAN  
EVERGREEN COVE  
CERRO GORDO COUNTY, IOWA



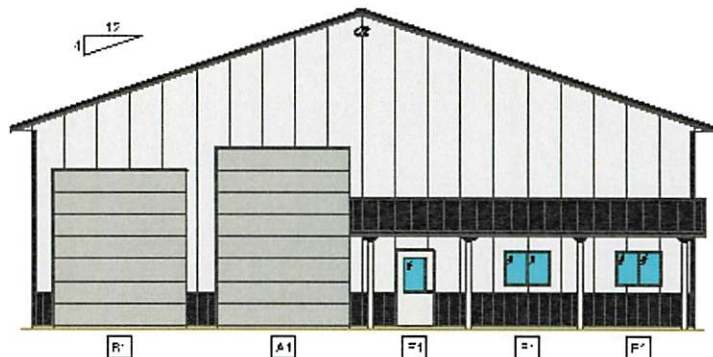
REVISIONS	
NO.	DESCRIPTION

SITE GRADING AND DRAINAGE PLAN  
EVERGREEN COVE  
CERRO GORDO COUNTY, IOWA

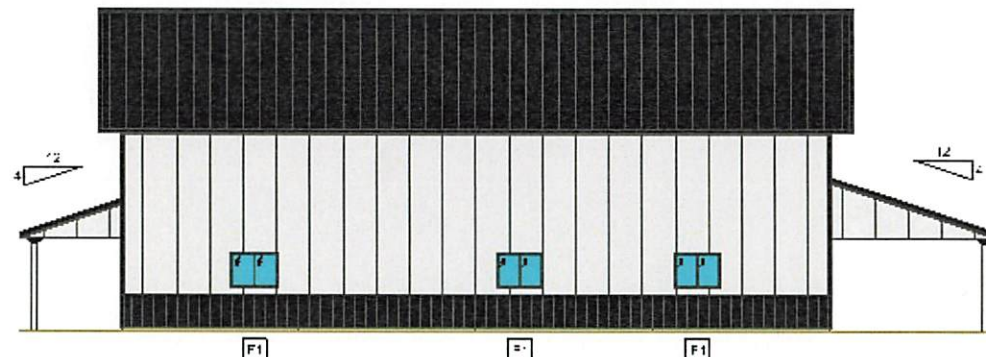
SCALE:	AS SHOWN
PROJECT NO.	9615
DRAWN BY:	ACH
CHECKED BY:	LHW
SHEET	1 OF 1







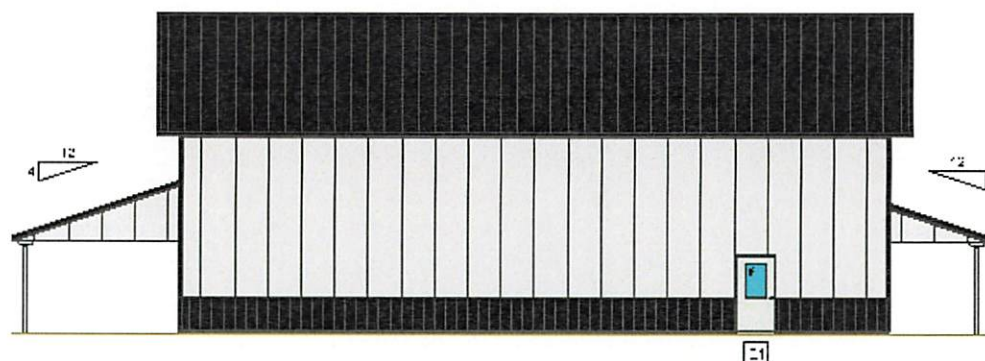
(A2) ENDWALL 1 ELEVATION



(B2) SIDEWALL 1 ELEVATION



(C2) ENDWALL 2 ELEVATION



(D2) SIDEWALL 2 ELEVATION

OPENING SCHEDULE

ITEM	DESCRIPTION	QTY
1	13' HIGH OVERHEAD DOOR	2
2	14' HIGH OVERHEAD DOOR	1
3	6' HIGH DOOR	1
4	6' HIGH DOOR	1
5	6' HIGH DOOR	1
6	6' HIGH DOOR	1
7	6' HIGH DOOR	1
8	6' HIGH DOOR	1
9	6' HIGH DOOR	1
10	6' HIGH DOOR	1
11	6' HIGH DOOR	1
12	6' HIGH DOOR	1
13	6' HIGH DOOR	1
14	6' HIGH DOOR	1
15	6' HIGH DOOR	1
16	6' HIGH DOOR	1
17	6' HIGH DOOR	1
18	6' HIGH DOOR	1
19	6' HIGH DOOR	1
20	6' HIGH DOOR	1
21	6' HIGH DOOR	1
22	6' HIGH DOOR	1
23	6' HIGH DOOR	1
24	6' HIGH DOOR	1
25	6' HIGH DOOR	1
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27	6' HIGH DOOR	1
28	6' HIGH DOOR	1
29	6' HIGH DOOR	1
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98	6' HIGH DOOR	1
99	6' HIGH DOOR	1
100	6' HIGH DOOR	1



DEALER INFO.

K-Van Construction Company Inc  
515 Cadet Road  
Iowa Falls, IA 50126

CUSTOMER INFO.

Clear Lake Boats  
1604 South Shore Dr.  
Clear Lake, IA 50428

BUILDING DESCRIPTION

60'-0" x 64'-1" x 13'-0"  
Uni-Frame Embedded  
QP062322

Customer Approval

Printed  
DATE

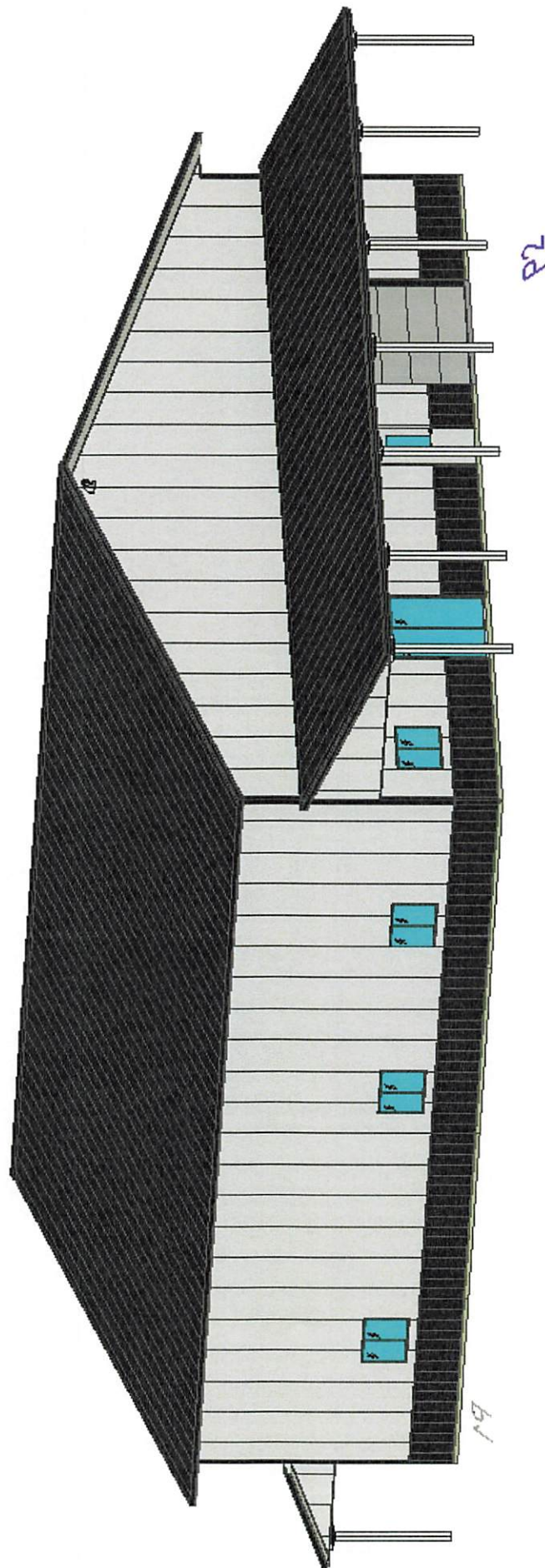
Bldg Direction



ORIENTED

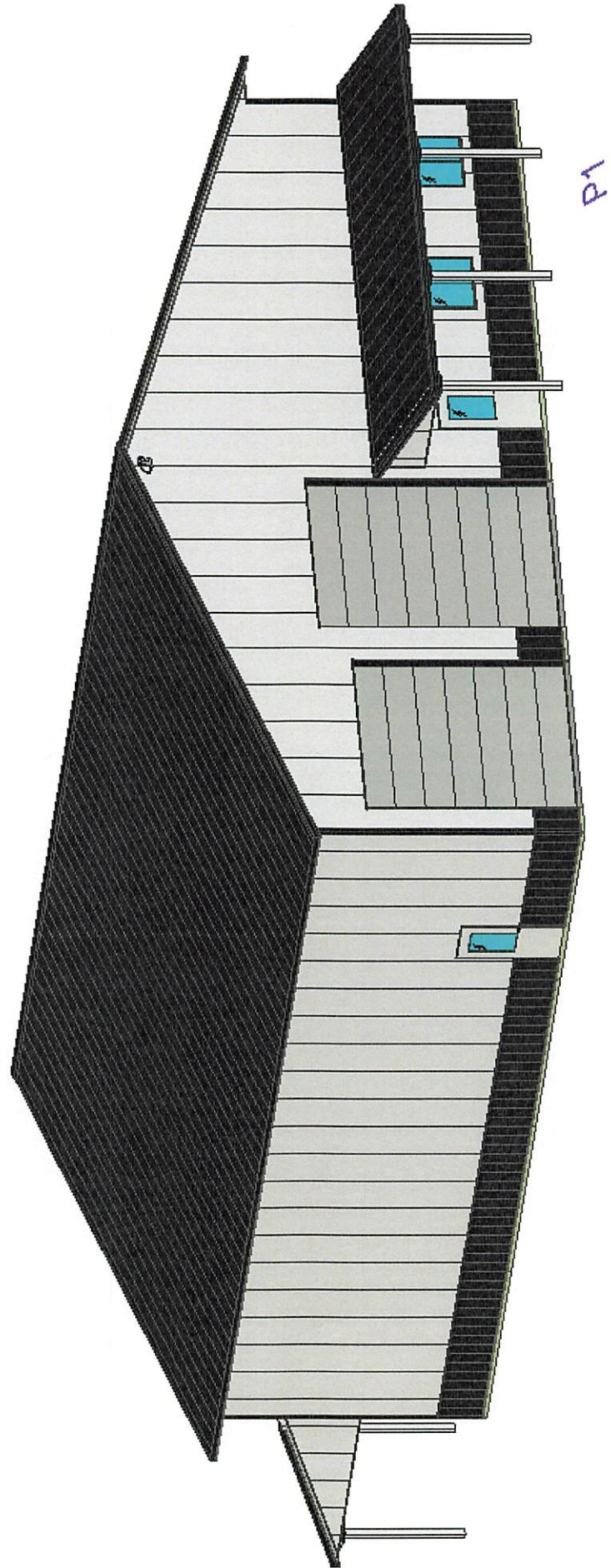
PROJ. C02S-12472-00-00  
PROPOSAL DRAWINGS ONLY  
(Not for Construction Purposes)

The information shown on these drawings is based on information furnished by the customer and is not intended to be a contract or part of any contract. It is the responsibility of the customer to verify the accuracy of the information furnished.

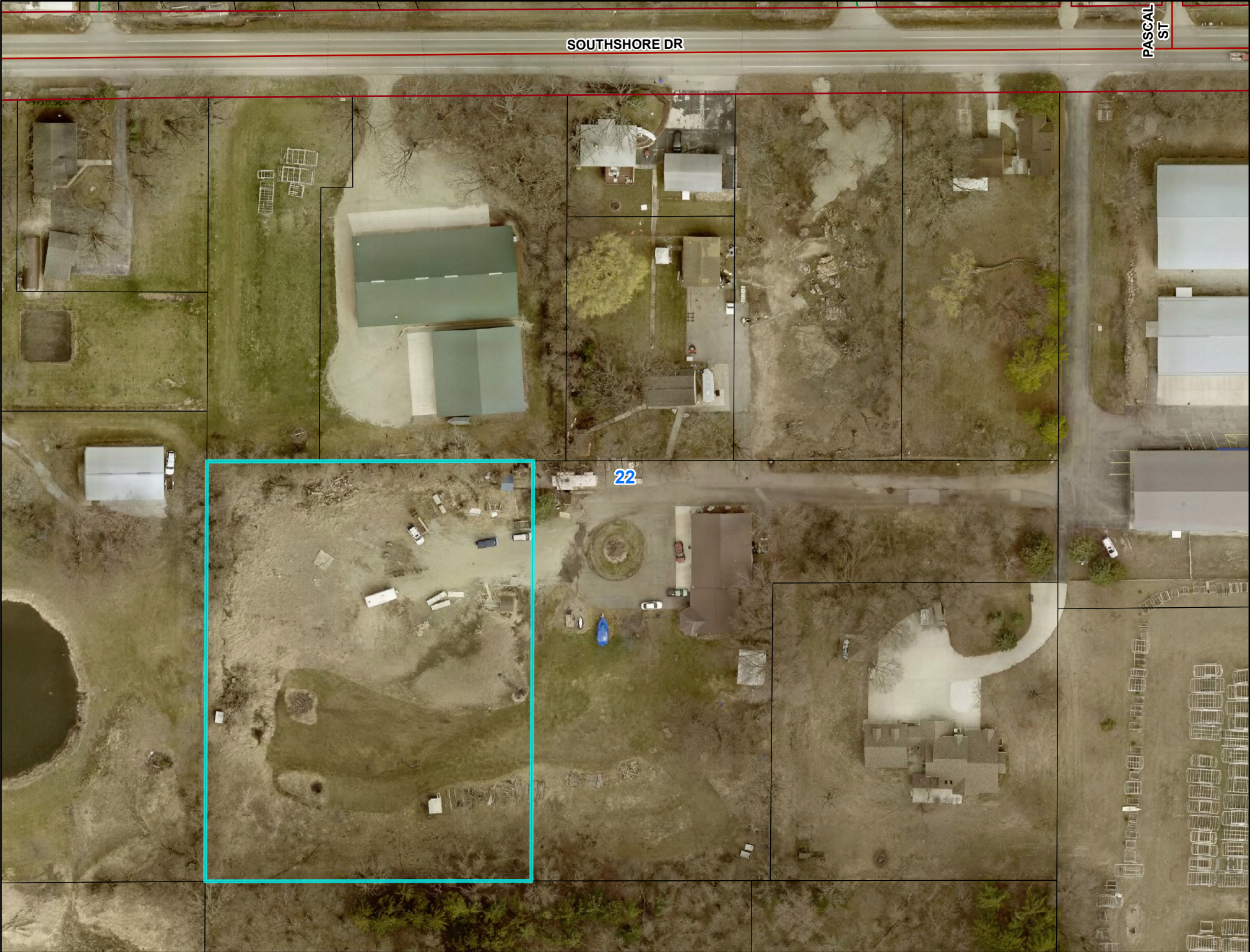


b2

b1









Doc. #: 2011-4

Type: ISUR  
Date: 01/03/2011  
R: \$5.00 - Tf: \$0.00 - M: \$1.00 - Tc: \$1 - N: \$0  
Pymt: Check

Pages: 1

Time: 09:00 AM

Colleen Pearce, Cerro Gordo County Recorder

PREPARED BY: BRIAN J. DIEHL LS 13644 10 SUMAC MASON CITY, IOWA 50401 -- (641) 512-8004

## PLAT OF SURVEY

### SOUTH SHORE DRIVE

N89°47'13"E 1316.08' (N90°00'00"E 1315.90')

658.04' (657.95')

NE COR. SW¼ SE¼  
SEC. 22-T96N-R22W  
FOUND YELLOW CAPPED  
MONUMENT L.S. NO. 13804

NW COR. SW¼ SE¼  
SEC. 22-T96N-R22W  
FOUND YELLOW CAPPED  
MONUMENT L.S. NO. 13804

LOT 2

LOT 3

LOT 2

PRIVATE ROAD

WHISPERING OAKS  
FIRST SUBD.

GOV'T

LOT 5

SEC.

T96N

22

LOT 4

R22W

LOT 7

S89°49'58"W 658.74' (658.65')

LOT 6

E'LY LINE SW¼ SE¼

### DESCRIPTION OF RECORD

Lot Five (5) in the Subdivision of Government Lot Two (2) in Section Twenty-two (22), Township Ninety-six (96) North, Range Twenty-two (22) West of the 5th P.M.

### DESCRIPTION

The West 55.00 feet of Lot 4 in the Subdivision of Government Lot Two (2) in Section 22, Township 96 North, Range 22 West of the 5th P.M., Cerro Gordo County, Iowa.

### DESCRIPTION OF PERPETUAL INGRESS/EGRESS EASEMENT

The North 30.00 feet of Lot 4 in the Subdivision of Government Lot Two (2) in Section 22, Township 96 North, Range 22 West of the 5th P.M., Cerro Gordo County, Iowa, except the West 55.00 feet thereof.

SE COR. SW¼ SE¼  
SEC. 22-T96N-R22W  
FOUND ¾" ROD

### NOTES

- 1) THIS SURVEY IS LOCATED IN THE SW¼ SE¼ OF SECTION 22-T96N-R22W OF THE 5TH P.M., CERRO GORDO COUNTY, IOWA.
- 2) THE E'LY LINE OF THE SW¼ SE¼ WAS ASSUMED TO BEAR S00°15'24"W USING GPS.
- 3) TOTAL AREA OF SURVEY.....1.90 ACRES  
AREA LOT 5.....1.49 ACRES  
AREA PORTION LOT 4.....0.41 ACRE
- 4) DATE OF SURVEY DECEMBER 17, 2010

### LEGEND

SET 5/8" ROD WITH BLUE L.S.  
CAP NO. 13644.....○  
FOUND SECTION CORNER  
AS NOTED.....▲  
FOUND MONUMENT  
AS NOTED.....●  
RECORD.....( )

SURVEY REQUESTED BY:  
MS. CAROL HANSON  
4749B SOUTH SHORE DRIVE  
CLEAR LAKE, IA 50428  
PROPRIETOR:  
CAROL D. HANSON



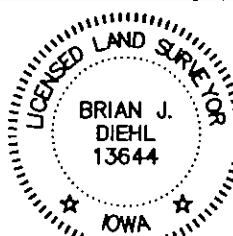
**BRIAN J. DIEHL, P.L.S.**

LAND SURVEYING SERVICES

10 SUMAC  
MASON CITY, IA 50401

641-512-8004

[bjldiehl@mchsi.com](mailto:bjldiehl@mchsi.com)



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

*Brian J. Diehl*  
Date: *December 28, 2010*

License number 13644.

My license renewal date is December 31, 2011

Sheets covered by this seal: 1



# PUBLIC HEALTH

healthier together

**DATE:** February 6, 2023

**TO:** John Robbins, Cerro Gordo County Planning and Zoning

**FROM:** Daniel Ries, Cerro Gordo County Department of Public Health

**SUBJECT:** Proposed Evergreen Cove Subdivision

The proposed **Evergreen Cove Subdivision** is in **Section 22 of Clear Lake Township at 4749 C, South Shore Dr, Clear Lake**. The main concern from the standpoint of the Environmental Health & Preparedness Division of the Department of Public Health is the proper disposal of wastewater and ground and surface water protection.

Based on our records a well was drilled in 2013 to a depth of 320 feet with 208 feet of casing at 4749 B; however, it is close to the proposed subdivision and an in-person site visit would help to determine if the well location is at 4749 B or 4749 C. If a well(s) are needed for the proposed subdivision Cerro Gordo County requirements to case and grout the well through the Lime Creek formation and into the Cedar Valley aquifer would apply. Private well permits are issued through the Cerro Gordo County Department of Public Health. Also, if there will be a shared well amongst the three lots in the proposed subdivision, a written well-sharing agreement should be put in place.

Additionally, there is a LUST (leaking underground storage tank) site roughly 980 feet from the north property line of the proposed subdivision. If a well is drilled within 1,000 feet of LUST site, it is required to go through Iowa DNR review. Due to the density of the neighborhood several other private wells are in the neighborhood. Any new wells will need to be 100 feet from non-conforming private wells and 10 feet from conforming private wells. Furthermore, based on our records there may be an abandoned well on the proposed subdivision property; if this is the case it is required to be plugged.

Clear Lake Sanitary District will serve this property for wastewater disposal and treatment.

Please contact me at (641) 421-9338 or [dries@cghealth.com](mailto:dries@cghealth.com) if you have any questions.