



ATTORNEYS AT LAW – FOUNDED IN 1938
www.lairdlawfirm.com

received
2-6-25

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

Legal Assistant:
Theresa G. White
Email: twhite@lairdlawfirm.com

February 6, 2025

Michelle R. Rush
Assistant Zoning Administrator
Cerro Gordo County, Iowa
Cerro Gordo County Courthouse
220 North Washington Avenue
Mason City, Iowa 50401
**(HAND DELIVERED AND SENT BY
EMAIL: mrush@cerrogordo.gov
and mrush@cgcounty.org)**

**In re: Applicant: Mulsby Marine Properties LLC
Application: Rezoning
Parcel No.: 05-22-451-006-00**

Michelle:

I have enclosed:

1. Application for Change of Zone.
2. Site plan (rough schematic) showing the parcel and proposed improvements.
3. Drainage study.
4. Proposed Zoning Agreement.
5. Check payable to Cerro Gordo County in the amount of \$200.00 for the filing fee.
6. Mulsby Marine Properties LLC is working with Frank Hanig/H & H Development to develop the parcel.

The property is currently zoned R-1 Residential. We are requesting a change to R-4 Residential to allow for the construction of two two-dwelling residential buildings for a total of four residential units.

Mason City Office:
11 – 4th St NE, PO Box 1567
Mason City, IA 50402-1567
Telephone: (641) 423-5154
Facsimile: (641) 423-5310

Clear Lake Office:
403 Main Ave, PO Box 187
Clear Lake, IA 50428
Telephone: (641) 357-7296
Facsimile: (641) 423-5310

Waverly Office:
94 E Bremer Ave, PO Box 808
Waverly, IA 50677
Telephone: (319) 596-1212
Facsimile: (641) 423-5310

The property would be submitted to the condominium form of ownership.

We believe this request is in keeping with the overall development of the area. The parcel is in excess of 36,000 square feet. At full development, there would be over 9,000 square feet of land per dwelling. This is much less dense than the Bell Harbor neighborhood to the north.

You will see the proposed site plan shows one access on South Shore Drive to serve the north dwellings. The south dwellings would be served by the private driveway on the south.

The proposed site plan complies with the required setbacks.

You will see the site plan addresses drainage. WHKS has developed the drainage plan so there is no negative impact on the area drainage.


We are willing to agree to conditions that limit the permitted uses to those uses that are residential in nature with no more density than proposed.

The proposed zone change and development are in keeping with the County's Comprehensive Plan Goals. No land will be taken out of agricultural production. The proposed residential use is harmonious with the area's residential uses. The proposed development will enhance the existing residential area.

We would appreciate it if you would place our application on the next Agenda for the Planning and Zoning Commission. We would also appreciate receiving a copy of your Staff Report and Agenda for that meeting.

Please let us know if you need anything further to review our application.

Very truly yours,



Jacquelyn K. Arthur

Enclosures/Attachments

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

Francis S. Hanig
H & H Development, Inc.
7042 2nd Street
Rockwell, Iowa 50469
(SENT BY EMAIL: frankhanig@yahoo.com)

February 6, 2025
Page 3

Andy Smith
WHKS & Co.
1412 6th St. SW
P.O. Box 1467
Mason City, Iowa 50401-1467
(SENT BY EMAIL: asmith@whks.com)

JKA:tgw:\\MCHMFPS01\\Departments\\Arthur\\realestate\\zoning\\ltrs\\maulsby marine.zonechangeappltr.2-6-25.doc

**APPLICATION FOR CHANGE OF ZONE
CERRO GORDO COUNTY, IOWA**

Name and Mailing Address of Applicant(s):

Maulsby Marine Properties LLC

P. O. Box 269

Clear Lake, IA 50428

Applicant(s) are the: ☒ Owner(s) ☐ Contract Purchaser(s) of the property described.

Present zoning district of described property is

RX 22

Proposed zoning district for described property

R4

Reasons for re-zoning:

Applicant is proposing to construct two two-family dwellings for a total of four residences. Access would be by a single driveway

on South Shore Drive for the north two-family dwelling. Access to the south two-family dwelling would be through the private shared driveway

to the south. The proposed development is in keeping with the character of the surrounding properties. The density is over 9,000 square feet per

residence which is considerably more than the R5 neighborhood to the north. Applicant anticipates the dwellings will be owner occupied. The

dwellings would be submitted to the condominium form of ownership to allow for separate ownership. Applicant is willing to prohibit short-term

rentals. A drainage study has been completed by WHKS to ensure the development does not negatively impact the drainage in the neighborhood.

Name and Addresses of the owners of all properties lying within five hundred (500) feet of any part of the property proposed to be changed are as follows:

See attached list.

☐ An official survey by a Registered Land Surveyor is attached.

☐ This property is developed and a plat, developed by a Registered Land Surveyor, is attached which shows the location of all buildings on the site along with all dimensions and distances.

☒ This property is undeveloped and a rough draft or schematic drawing of the area is attached.

☐ Other information is also attached which may be pertinent to this request.

☐ Filing fee attached. (\$200.00 – check made payable to Cerro Gordo County)

I (We) understand that this application cannot be withdrawn from consideration by either the Planning & Zoning Commission or Board of Supervisors once notice has been given as required.

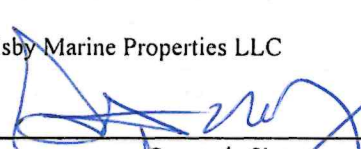
I (We) understand that if this application is denied by the Board of Supervisors, then no new petition covering the same property and additional property can be filed or considered until one year has elapsed from the date of this filing.

I (We) grant to the Planning & Zoning staff, members of the Planning & Zoning Commission and Board of Supervisors permission to enter onto the described property for review purposes.

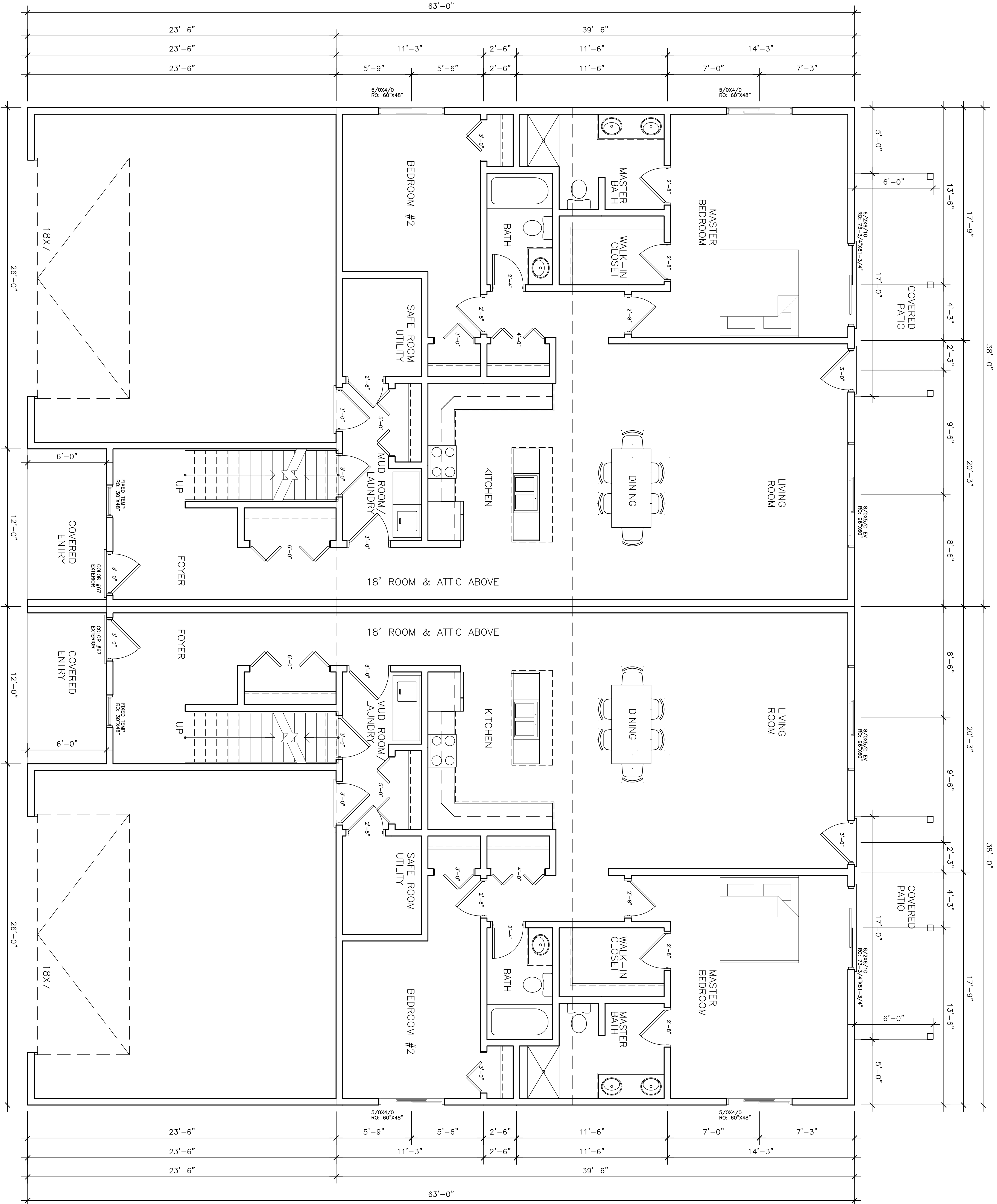
2/5/25
Dated

Maulsby Marine Properties LLC

By:


Owner's Signature
Scott Maulsby, Manager


Owner's Signature



Home Lumber & Builders Inc.
716 S Jefferson
Mason City, IA 50401

Drawn By
Carl Bothwell

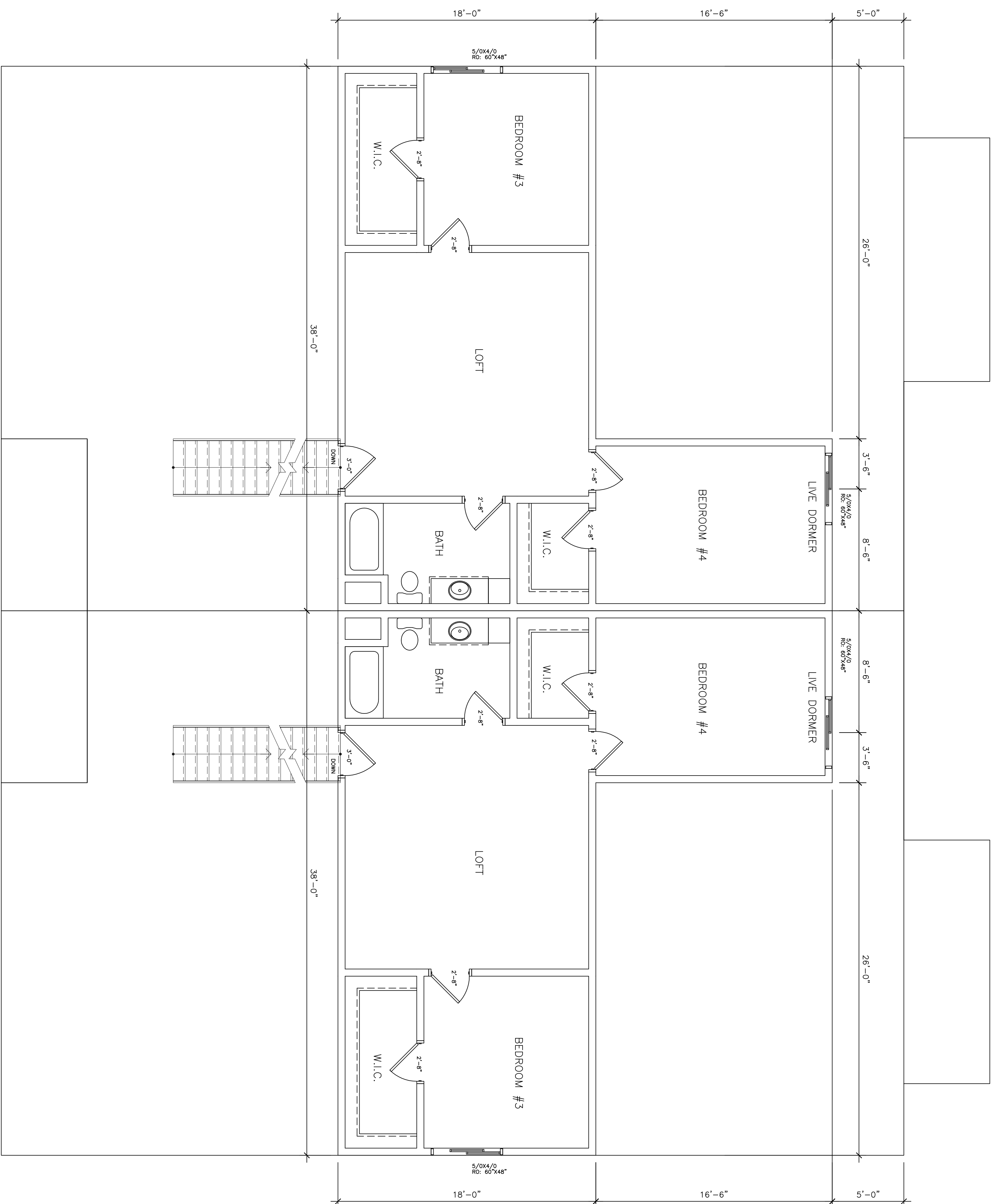
Upper Level

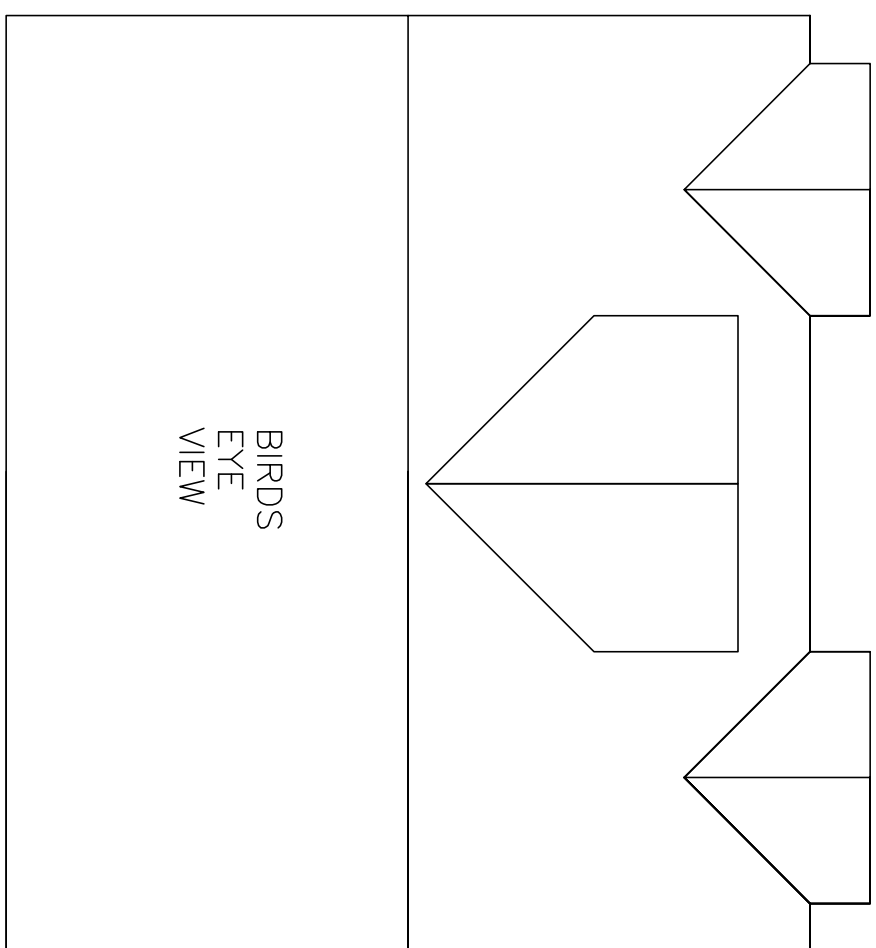
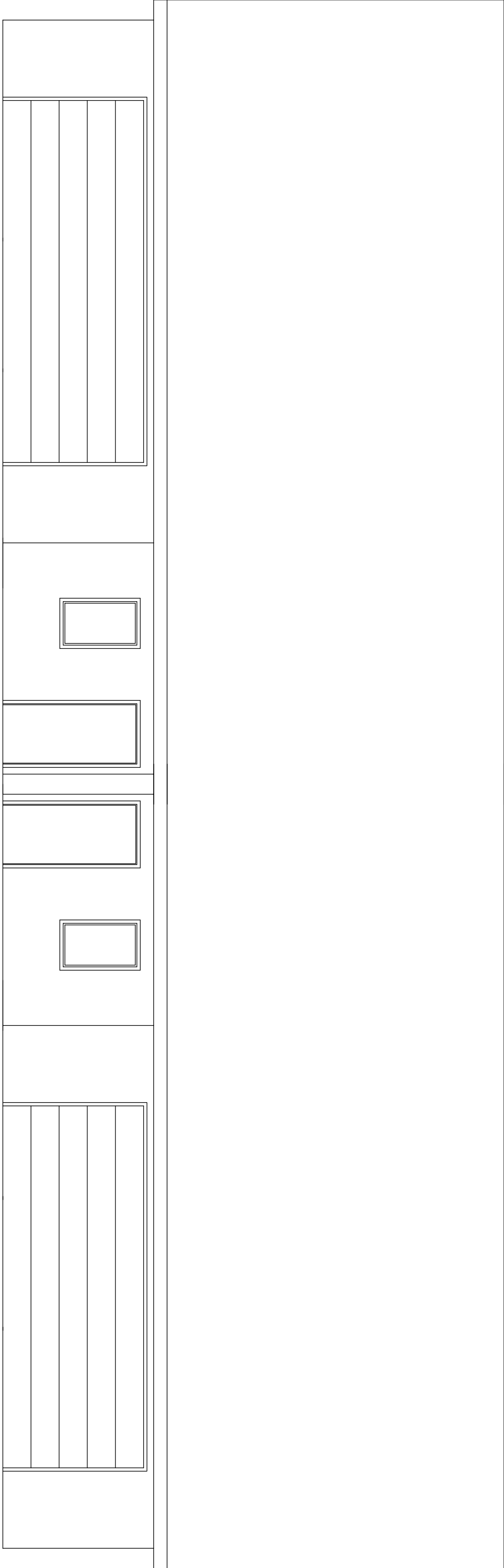
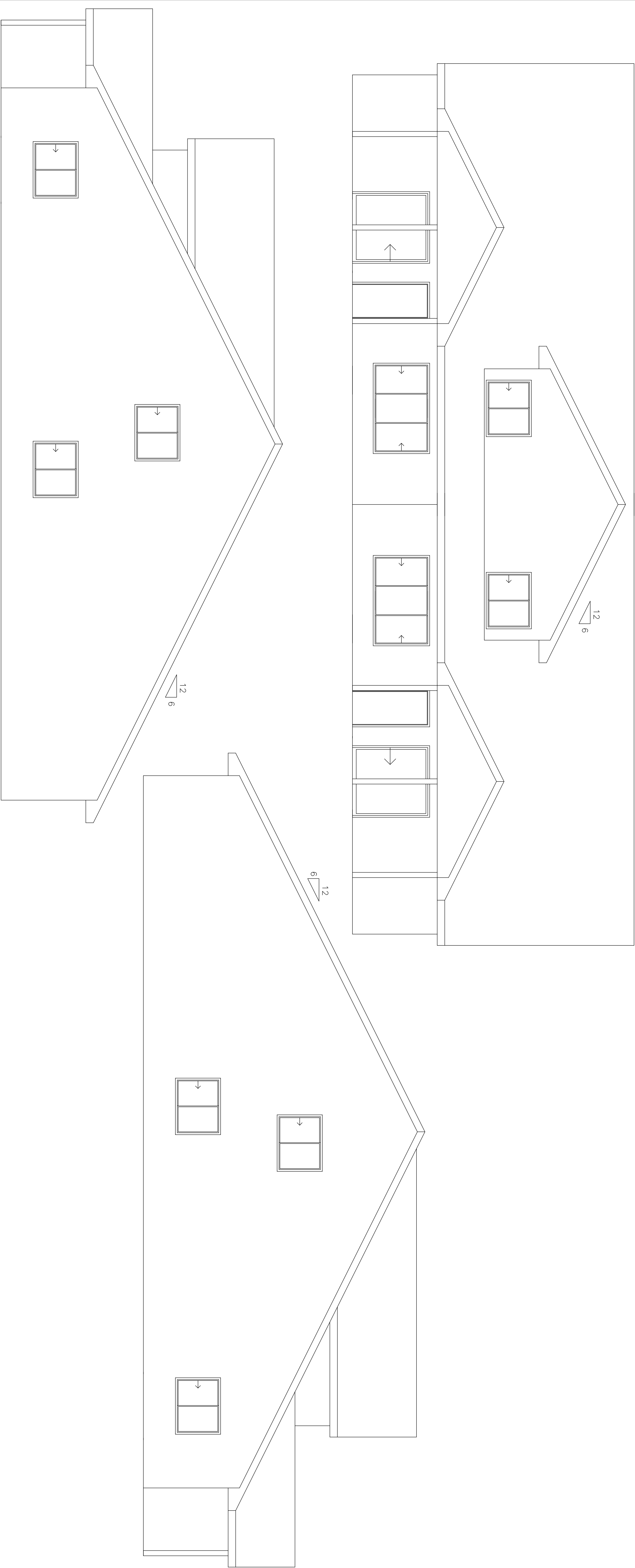
Scale: 1/4"=1'-0"

Notes:
8' Sidewalls
882 Sq Ft

Revision Dates:
04/27/17 08/10/17 08/14/17
08/18/17

Green Group
907 A&B 3rd Ave S.
04/27/17





Home Lumber & Builders Inc.
716 S Jefferson
Mason City, IA 50401

Drawn By
Carl Bothwell

Elevation Views
Scale: 1/4"=1'-0"

Notes:

Revision Dates:
04/27/17 08/10/17 08/14/17
08/18/17

Green Group
907 A&B 3rd Ave S.
04/27/17

Maulsby Marine Properties LLC
Vacant lot between 4693 & 4737 A-F Southshore Dr, Clear Lake, IA

Figure 1

Looking at vacant lot from Southshore Drive



Figure 2

Looking at the front half of the lot from Southshore Drive



Figure 3

Looking at rear half of the lot from private drive on the south



Figure 4

Lake Ridge Condos east of Maulsby property



Figure 5
Private drive on south side of parcel to access south condo building



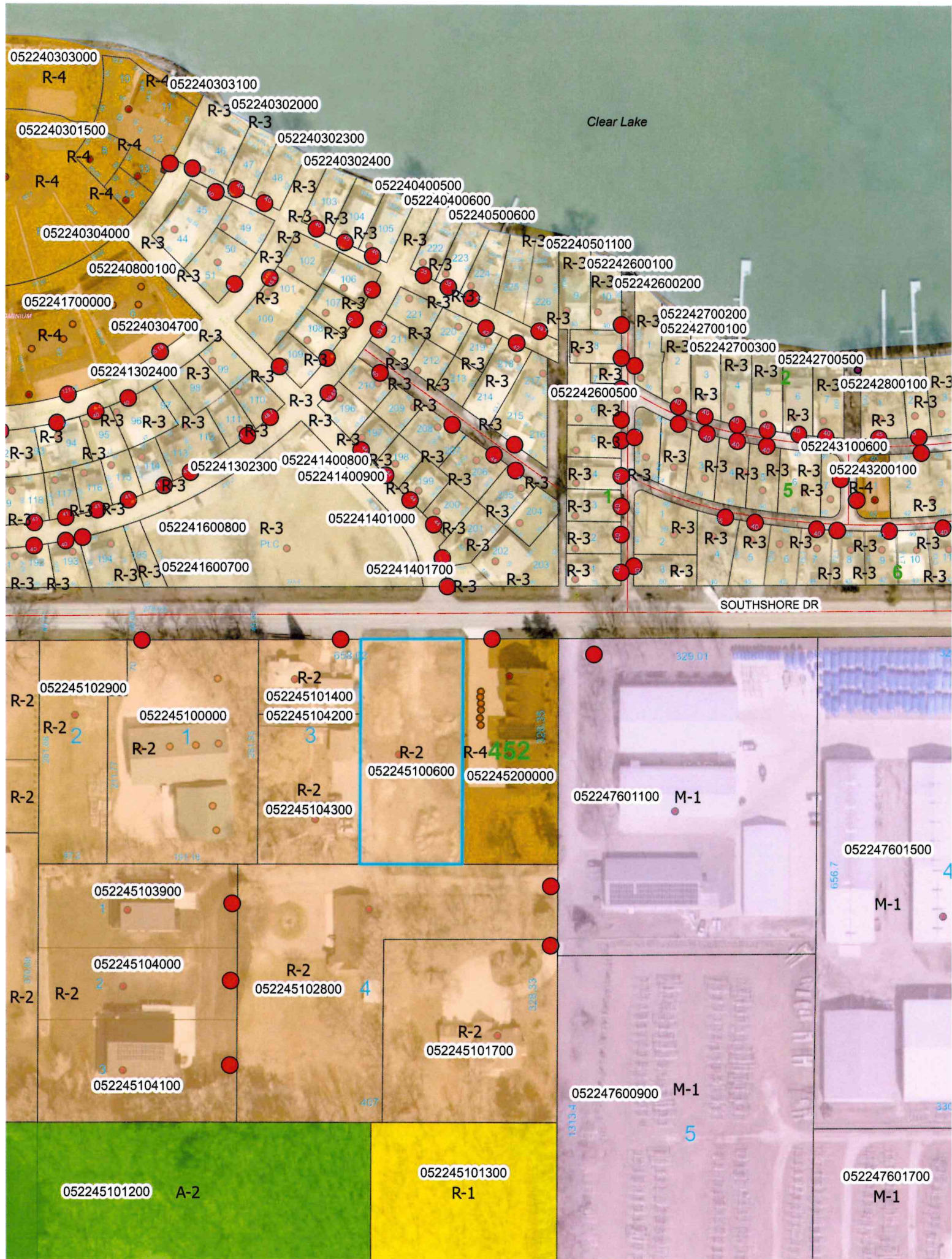
Figure 6
Drainage area behind Lake Ridge condos

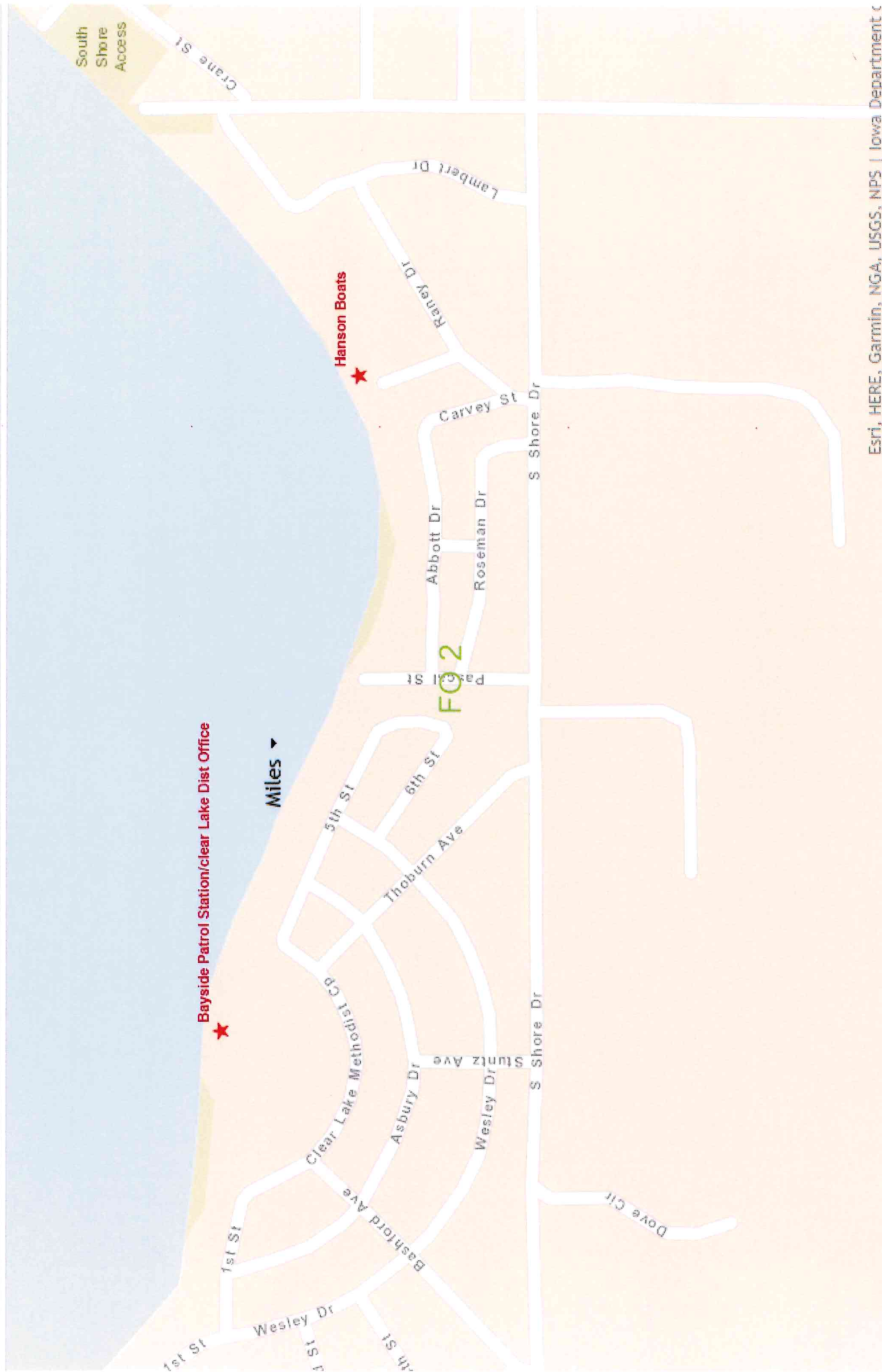


Figure 7
Looking west at drainage area behind Lake Ridge condos









1412 6th 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



January 31, 2025

Mr. Frank Hanig
H & H Development
7042 Second St.
Rockwell, Iowa 50469

RE: Hanig Drainage Study
S. Shore Drive Parcel – Cerro Gordo County Parcel #052245100600
Storm Water Runoff Associated with Development

Dear Mr. Hanig:

Upon your request, WHKS & Co. performed an analysis of proposed site improvements to the property located along South Shore Drive on the south side of Clear Lake and identified as Cerro Gordo County Parcel #052245100600.

As part of the analysis, limited field investigation was performed of the subject property and immediate adjacent properties. In addition, LiDAR contour maps were utilized to determine watershed boundaries that this property was included within. It was determined that this 0.84 acre site is one part of two sub-tributary areas to the overall watershed served by a 12" diameter drainage tile. The two sub-tributary areas will be referred to as the "West" and "East" drainage areas. The main focus will be on the East drainage area as this is the drainage area that the subject project site is completely within. See attached Exhibit A showing the pre-existing conditions.

The East drainage area has a natural "detention pond" lying within the project site and adjacent properties. Storm water runoff within the East drainage area will collect in this natural detention pond until the 12" drainage tile can drain the area. If the 12" drainage tile were not installed or for whatever reason not working, storm water from the East drainage area would collect to approximately an elevation of 1242.4 at which point it would spill over into the West drainage area. There is no defined overland route for water to flow, however, when water reaches an elevation of 1245.1, water would overtop South Shore Drive approximately 130' to the NE of the project site. See attached Exhibit A showing existing conditions.

The proposed improvements include two (2) new condominium units, 5,000 square feet each, and approximately 7,000 square feet of new paved surfacing. See attached Exhibit B showing proposed improvements.

SUDAS design manual was used to evaluate the hydrology and hydraulics for this drainage area. Furthermore, storm water software by Autodesk, using SCS and TR-55 methodologies, was utilized in determining time of concentrations, runoff rates, weighted curve numbers, and detention pond design.

The following tables summarize pre-development and post-development (with detention) runoff rates as well as the inflow into the 12" tile line for the east drainage area.

PRE-Development Conditions

Runoff Rates from various Storm Events

		Drainage Area	T of C	Weighted Curve Number	Q-2	Q-10	Q-100
		(acres)	(minutes)	(CN)	(cfs)	(cfs)	(cfs)
EAST DRAINAGE AREA	On-Site	0.84	13	75	1	2.13	4.58
	Off-Site (South)	3.06	20	85	5.13	9.17	17.16
	Flow entering 12" Drainage Tile (From 2 Intakes)				2.38	2.45	2.51
	Water Elevation in natural "detention pond" (feet)				1241.4	1241.8	1242.4

POST-Development Conditions

Runoff Rates from various Storm Events

		Drainage Area	T of C	Weighted Curve Number	Q-2	Q-10	Q-100
		(acres)	(minutes)	(CN)	(cfs)	(cfs)	(cfs)
EAST DRAINAGE AREA	On-Site	0.84	5	84	1.77	3.15	5.9
	Off-Site (South)	3.06	20	85	5.13	9.17	17.16
	Flow entering 12" Drainage Tile (From 2 Intakes)				2.34	2.44	2.45
	Water Elevation in Proposed detention pond (feet)				1240	1240.9	1241.9

Percent Change of flow into 12" Drainage Tile from Pre-Development Conditions -1.7% -0.4% -2.4%

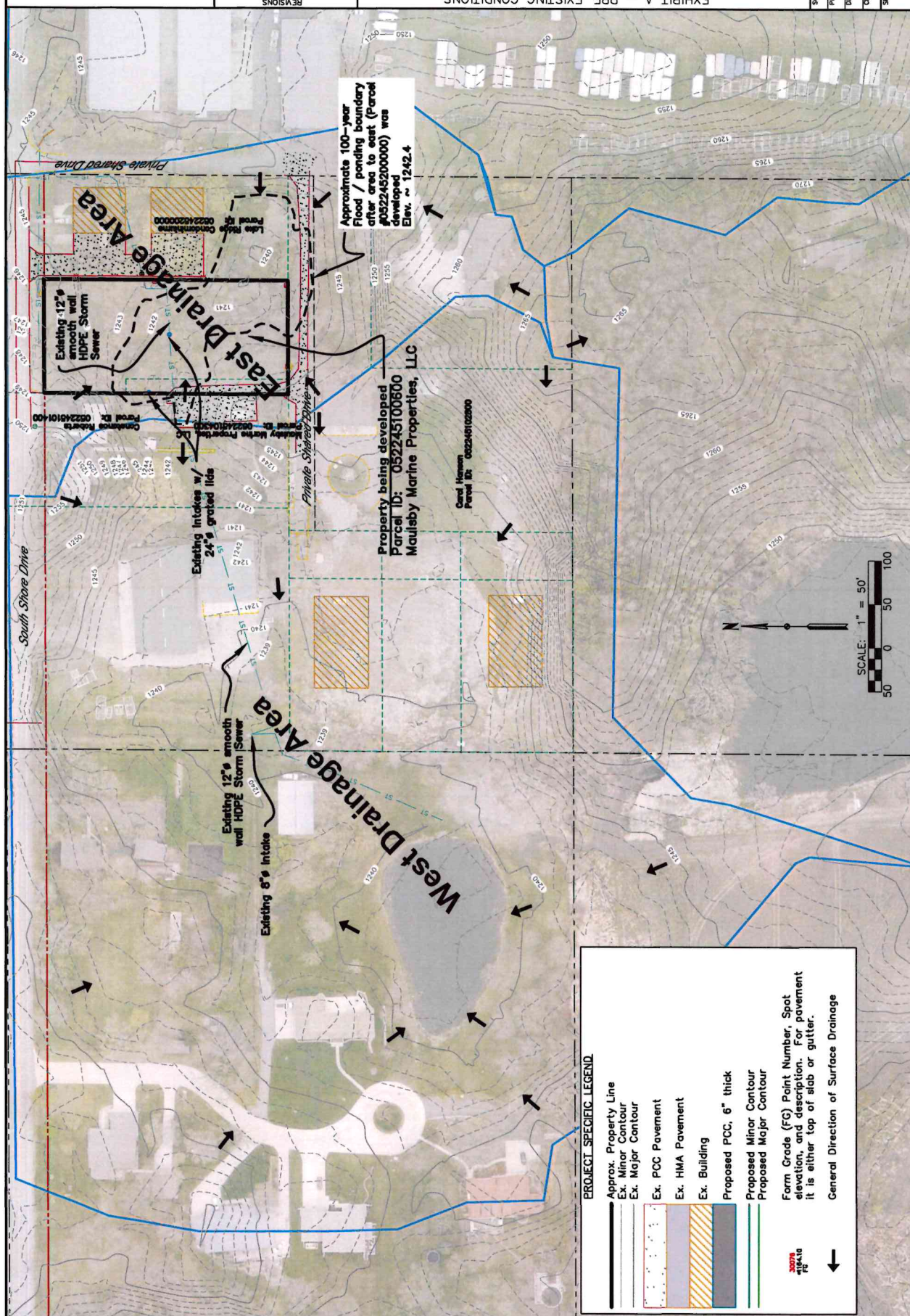
As can be ascertained from the above table, although the post-development conditions of this project will increase runoff rates, the proposed detention pond and restricted release rate of the detention pond outlet will ultimately result in the flow into the 12" drainage tile being slightly less than pre-development conditions. In addition, the calculated high-water elevations within the proposed detention pond are less than for pre-development conditions. Thus, there is a net increase of zero runoff from the post-developed project site.

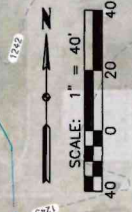
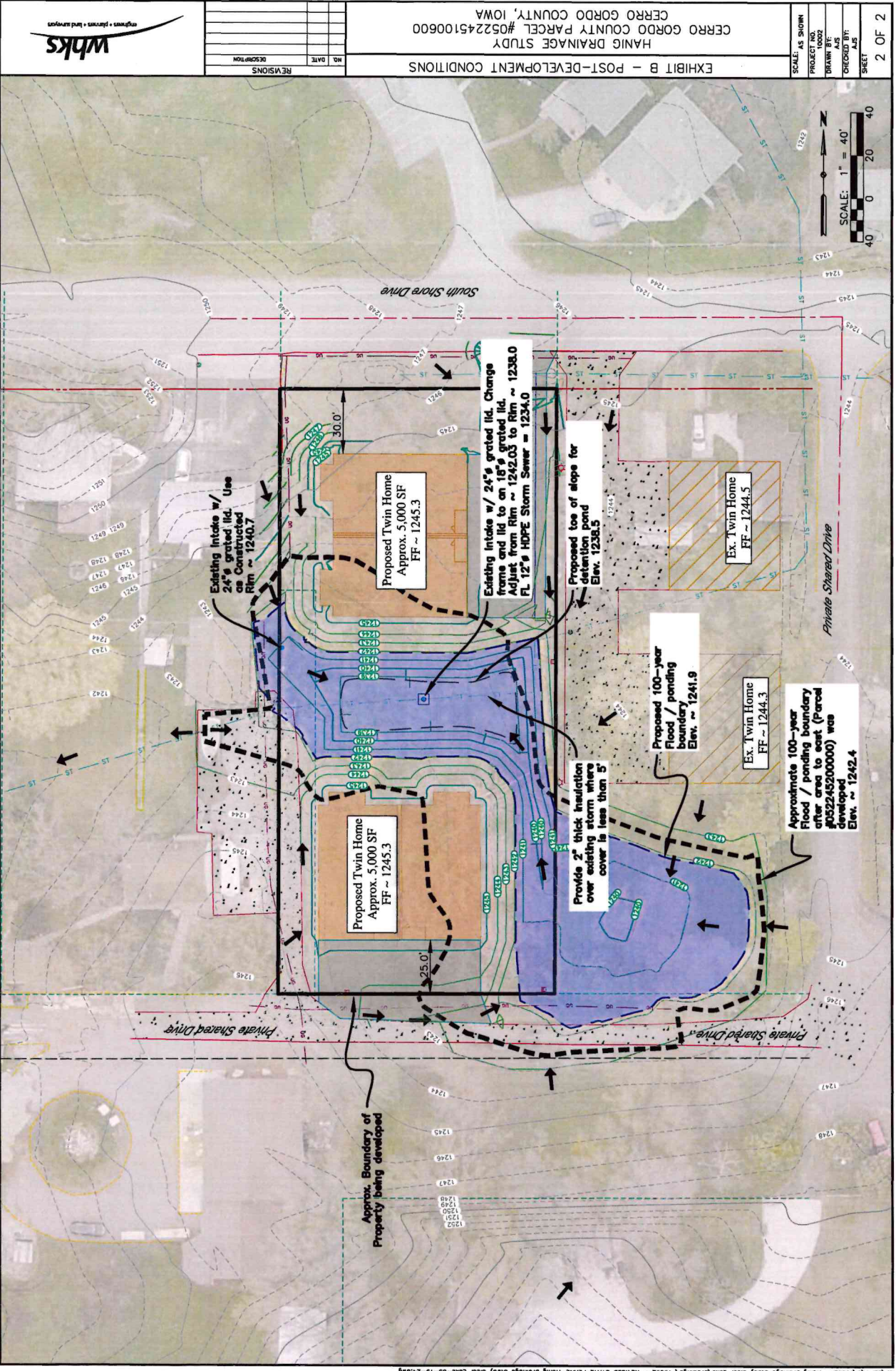
Sincerely,

WHKS & co.

Andrew J. Smith, P.E. & P.L.S.
Project Engineer & Surveyor

AJS/ajs





SHEET	2 OF 2
CHECKED BY	AS
DRAWN BY	10002
PROJECT NO.	10002
SCALE	AS SHOWN

HANIG DRAINAGE STUDY
CERRO GORDO COUNTY PARCEL #052245100600
CERRO GORDO COUNTY, IOWA

NO.	DATE	DESCRIPTION



Prepared by

and Return to: Jacquelyn K. Arthur, Laird Law Firm, PLC, 11 4th Street N.E., P.O. Box 1567, Mason City, IA 50402-1567, Telephone 641/423-5154, Email jarthur@lairdlawfirm.com

DRAINAGE AND STORM WATER EASEMENT AGREEMENT REGARDING

TRACT 1: THE EAST 120 FEET OF LOT THREE (3) IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION TWENTY-TWO (22) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., EXCEPT THAT PART CONVEYED TO THE STATE OF IOWA BY DEED RECORDED IN BOOK 85 PAGE 189 OF THE RECORDS OF CERRO GORDO COUNTY, AND EXCEPT PUBLIC HIGHWAY.

TRACT 2: 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 5TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 120 FEET WEST OF THE NORTHEAST CORNER OF LOT 3, THENCE SOUTH IN A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 TO THE SOUTH LINE OF SAID LOT 3, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3, 260 FEET, THENCE NORTH IN A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 TO THE NORTH LINE OF SAID LOT 3, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE PLACE OF BEGINNING SUBJECT TO HIGHWAYS AND EXCEPT THE WEST 130 FEET THEREOF (Parcel No. 05-22-451-006-00)

1. PARTIES IDENTIFIED. This Agreement is among:

“Lake Ridge”

Lake Ridge Condominiums Owners Association, an Iowa non-profit corporation; and

“Maulsby”

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

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

3. **PROPERTIES IDENTIFIED.** Tract 1 has been submitted to the condominium form of ownership pursuant to the Declaration of Submission of Property to Horizontal Property Regime dated February 11, 2022 and filed April 6, 2022 as Document No. 2022-1870 in the office of the Cerro Gordo County Recorder. Lake Ridge is the council of co-owners for Lake Ridge Condominiums.

Maulsby owns Tract 2.

4. **BACKGROUND.**

- A. Tract 1 lays directly east of Tract 2.
- B. Located on Tract 1 is a storm water detention cell and appurtenances which collect and disburse storm water from Tract 1 (the "SWDC").
- C. Maulsby intends to construct up to four residential units on Tract 2.
- D. The parties desire to drain both Tracts through the SWDC.
- E. To properly drain both Tracts, the storm water detention cell needs to be enlarged and intake(s), underground pipe(s) and other appurtenances need to be installed to provide drainage from the Tracts through the SWDC.
- F. The parties desire to maintain the SWDC for drainage purposes for the benefit of both Tracts.

5. **EASEMENTS GRANTED.** Easements are granted subject to following terms and conditions:

- A. Lake Ridge grants Maulsby an easement to expand, install, connect to, inspect, maintain, repair, replace and use the SWDC within the following described portion of Tract 1 for the benefit of Tract 2:

THE SOUTH 50 FEET OF THE EAST 120 FEET OF LOT THREE (3) IN THE SUBDIVISION OF GOVERNMENT LOT TWO (2) IN SECTION TWENTY-TWO (22) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., EXCEPT THAT PART CONVEYED TO THE STATE OF IOWA BY DEED RECORDED IN BOOK 85 PAGE 189 OF THE RECORDS OF CERRO GORDO COUNTY, AND EXCEPT PUBLIC HIGHWAY.

- B. Maulsby grants Lake Ridge an easement to install, connect to, inspect, maintain, repair, replace and use the SWDC within the following described portion of Tract 2 for the benefit of Tract 1:

THE SOUTH 50 FEET OF THE EAST 15 FEET OF 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 5TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 120 FEET WEST OF THE NORTHEAST CORNER OF LOT 3, THENCE SOUTH IN A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 TO THE SOUTH LINE OF SAID LOT 3, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3, 260 FEET, THENCE NORTH IN A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 TO THE NORTH

LINE OF SAID LOT 3, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE PLACE OF BEGINNING SUBJECT TO HIGHWAYS AND EXCEPT THE WEST 130 FEET THEREOF

- C. After entry to any Tract, the Tract shall be restored to the condition which existed prior to such entry.
- D. All expenses to expand the SWDC to serve both Tracts, including installation of intake(s), underground pipe(s) and any appurtenances to connect both Tracts to the expanded SWDC shall be the sole responsibility of Maulsby.

The SWDC shall have its deepest point towards the west side of Tract 1

Upon completion of the construction of the improvements on Tract 2, Maulsby shall plant at Maulsby's expense conifers on Tract 2 to provide shade and screening between the Tracts at a cost not to exceed \$2,000.00.

- E. The expenses of maintenance, inspection, repair and replacement of the SWDC and its appurtenances serving both Tracts shall be divided on the basis of square footage of the two Tracts. Tract 1 is approximately 33,820 square feet and Tract 2 is approximately 36,416 square feet for a total of 70,236 square feet. The residential units on Tract 1 shall be responsible for 48.2% of the expenses of maintenance, inspection, repair and replacement of the SWDC and its appurtenances serving both Tracts. The residential units on Tract 2 shall be responsible for 51.8% of the expenses of maintenance, inspection, repair and replacement of the SWDC and its appurtenances serving both Tracts.

By way of illustration, assume Tract 1 is improved with six (6) residential units and Tract 2 is improved with four (4) residential units for a total of ten (10) residential units. The residential units on Tract 1 would each be responsible for one-sixth of 48.2% of the expenses of maintenance, inspection, repair and replacement of the SWDC and its appurtenances serving both Tracts. The residential units on Tract 2 would each be responsible for one-fourth of 51.8% of the expenses of maintenance, inspection, repair and replacement of the SWDC and its appurtenances serving both Tracts.

- F. The expenses of maintenance, inspection, repair and replacement of the intake(s) and underground pipe(s) serving only Tract 1 shall be divided equally between the residential units on Tract 1.
- G. The expenses of maintenance, inspection, repair and replacement of the intake(s) and underground pipe(s) serving only Tract 2 shall be divided equally between the residential units on Tract 2.
- H. No other property shall be permitted to connect to the drainage system referred to in this Agreement without the consent of Lake Ridge, its members and the owners Tract 2.

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

7. **BINDING EFFECT.** The easements are binding upon and inure to the benefit of successors and assigns of the owners of the Tracts described in this Agreement.

8. **DUTIES TO ACT FAIRLY.** The parties agree they have duties to cooperate, to act fairly, and to act in good faith in connection with all matters regarding this Agreement.

9. **CONSENT.** The owners of the units in Lake Ridge Condominiums execute this Agreement to reflect their consent to the easements granted in this Agreement.

10. **GOVERNING LAW.** This agreement shall be governed by the laws of Iowa.

11. **CAPTIONS.** Captions are for convenience and shall not effect interpretation.

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

13. **SIGNATURE PAGES.** This Agreement is executed on separate signature pages and becomes effective when all parties have signed, whether on the same or separate copies of this Agreement.

The balance of this page is intentionally left blank.

R:\Arthur\realestate\easement\drainage.lakeridge.maulsby.10-21-24.doc

COUNTERPART SIGNATURE PAGE
TO
DRAINAGE AND STORM WATER EASEMENT AGREEMENT
OF
LAKE RIDGE

“Lake Ridge”

Lake Ridge Condominiums Owners Association

By: Debby Friedrichs Date: 12-2-2024
Debby Friedrichs, President
(Print Name)

STATE OF IOWA, COUNTY OF CERRO GORDO, ss:

On this 2nd day of December, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Debby Friedrichs, to me personally known, who, being by me duly sworn, did say that he/she 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 said President, 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.



A large, stylized handwritten signature in blue ink, which appears to be "B. Rule", written over a horizontal line.

Notary Public in and for the State of Iowa

COUNTERPART SIGNATURE PAGE
TO
DRAINAGE AND STORM WATER EASEMENT AGREEMENT
OF
MAULSBY

“Maulsby”

Maulsby Marine Properties, LLC

By: _____ Date: _____
Scott M. Maulsby, Manager

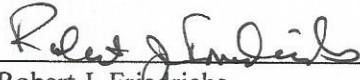
STATE OF IOWA, COUNTY OF _____, ss:

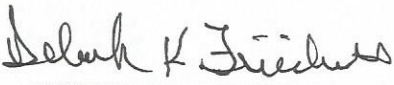
On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared **Scott M. Maulsby**, to me personally known, who being by me duly sworn, did say that he is the Manager of **Maulsby Marine Properties, LLC**, executing the within and foregoing instrument; that said instrument was signed on behalf of **Maulsby Marine Properties, LLC**, by authority of its Managers; and that **Scott M. Maulsby**, as Manager acknowledged 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 the State of Iowa

**CONSENT
TO
DRAINAGE AND STORM WATER EASEMENT AGREEMENT**

The undersigned have reviewed the Drainage and Storm Water Easement Agreement to which this Consent is attached and hereby consent to the Drainage and Storm Water Easement Agreement.

 Date: 12-2-24
Robert J. Friedrichs

 Date: 12-2-24
Deborah K. Friedrichs

Owners of:
4737-A South Shore Drive
Clear Lake, Iowa 50428

Unit A in Lake Ridge Condominiums

**CONSENT
TO
DRAINAGE AND STORM WATER EASEMENT AGREEMENT**

The undersigned have reviewed the Drainage and Storm Water Easement Agreement to which this Consent is attached and hereby consent to the Drainage and Storm Water Easement Agreement.



Date:

10/21/2024

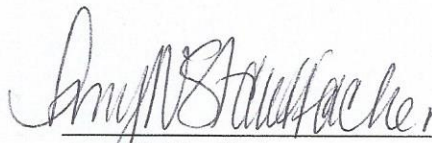
Faisal Radwi

Owner of:
4737-B South Shore Drive
Clear Lake, Iowa 50428

Unit B in Lake Ridge Condominiums

**CONSENT
TO
DRAINAGE AND STORM WATER EASEMENT AGREEMENT**

The undersigned have reviewed the Drainage and Storm Water Easement Agreement to which this Consent is attached and hereby consent to the Drainage and Storm Water Easement Agreement.

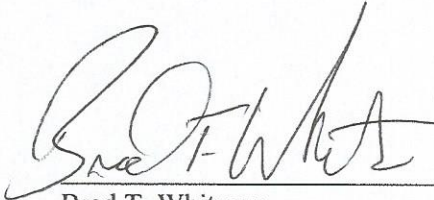
 Date: 11/2/2024
Amy N. Stauffacher

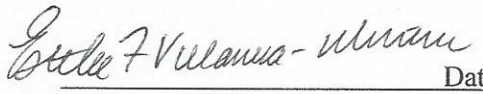
Owner of:
4737-D South Shore Drive
Clear Lake, Iowa 50428

Unit D in Lake Ridge Condominiums

**CONSENT
TO
DRAINAGE AND STORM WATER EASEMENT AGREEMENT**

The undersigned have reviewed the Drainage and Storm Water Easement Agreement to which this Consent is attached and hereby consent to the Drainage and Storm Water Easement Agreement.

 Date: 11/2/24
Brad T. Whitman

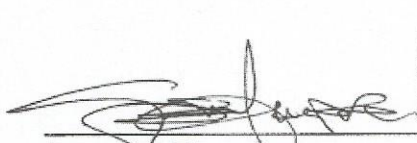
 Date: 11/2/24
Estela F. Villanueva-Whitman

Owners of:
4737-E South Shore Drive
Clear Lake, Iowa 50428


Unit E in Lake Ridge Condominiums

**CONSENT
TO
DRAINAGE AND STORM WATER EASEMENT AGREEMENT**

The undersigned have reviewed the Drainage and Storm Water Easement Agreement to which this Consent is attached and hereby consent to the Drainage and Storm Water Easement Agreement.



Spencer J. Thompson Date: 11/6/24



Melissa A. Thompson Date: 11/6/24

Owners of:
4737-F South Shore Drive
Clear Lake, Iowa 50428

Unit F in Lake Ridge Condominiums

Return to: Cerro Gordo County, Iowa, 220 N. Washington Avenue, Mason City, Iowa 50401

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 5TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 120 FEET WEST OF THE NORTHEAST CORNER OF LOT 3, THENCE SOUTH IN A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 TO THE SOUTH LINE OF SAID LOT 3, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3, 260 FEET, THENCE NORTH IN A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 3 TO THE NORTH LINE OF SAID LOT 3, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3 TO THE PLACE OF BEGINNING SUBJECT TO HIGHWAYS AND EXCEPT THE WEST 130 FEET THEREOF (Parcel No. 05-22-451-006-00)

- i. All principal uses permitted in the R-1 district.
 - ii. Two-family dwellings with a minimum lot area of five thousand (5,000) square feet per dwelling unit.
- C. The Property shall be developed with no more than four (4) dwelling units.
- D. All construction must be in compliance with the Drainage Study dated January 31, 2025 by WHKS & Co., a copy of which is on file in the Cerro Gordo County Planning and Zoning Office.
- E. Any rental agreement for the dwelling units located on the Property shall be for a period in no less than thirty (30) days. Nightly and weekly rentals are prohibited.

4. **OTHER ORDINANCE REQUIREMENTS NOT AFFECTED.** Nothing in this Agreement shall be construed to supersede or overrule any requirement in the Zoning and Subdivision Ordinances of the County, including but not limited to setbacks, zoning permits, and entrance permits. This Agreement shall not be used or construed to grant any variance to the requirements of the County Zoning and Subdivision Ordinances.

5. **BINDING EFFECT.** The requirements and terms of this Agreement shall be binding upon Owner and all subsequent owners, successors and assigns with respect to the property described herein.

“Owner”

Maulsby Marine Properties LLC

By: [Signature] Date: 2/5/25
Scott Maulsby, President/Manager

“County”

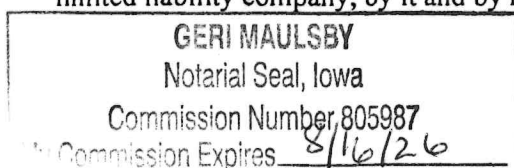
Cerro Gordo County, Iowa

By: _____ Date: _____
Chris Watts, Chairperson

By: _____ Date: _____
Bob Peshak, Deputy County Auditor

STATE OF IOWA, COUNTY OF CERRO GORDO, ss:

On this 5 day of February, 2025, 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 President and 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 Maulsby as President and a Manager acknowledged execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.



[Signature] Iowa
 Notary Public in and for said State

STATE OF IOWA, CERRO GORDO COUNTY, ss:

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared **Chris Watts, Chairperson and Bob Peshak, Deputy County Auditor**, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Deputy County Auditor, respectively, of the County of Cerro Gordo, Iowa, an Iowa county organized under Iowa Code chapter 331; that the seal affixed to the foregoing instrument is the corporate seal of the county, and that the instrument was signed and sealed on behalf of the County, by authority of its Board of Supervisors, as contained in the Motion by passed by the Board of Supervisors on the ____ day of _____, 2025; and **Chris Watts and Bob Peshak** acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Notary Public in and for said State

R:\Arthur\realestate\zoning\zone\maulsby.zoneagr.2-3-25.docx

