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CLINTON COUNTY, IOWA  
OFFICE OF RECORDER

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TRANSFER BOOK  
BOOK 16 PAGE 25  
2-18 2004  
CHARLES A. SHERIDAN  
County Auditor

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*Steve Mangon*  
RECORDER

Prepared by:

Stephen D. Haufe      408 South Second Street      Clinton      242-1832

CLINTON BUSINESS PARK  
DEVELOPMENT CORPORATION  
BY: STEPHEN C. SCHULTZ, PRESIDENT  
BY: DENNIS W. LAUVER, SECRETARY

DEDICATION OF PLAT OF LYONS  
BUSINESS & TECHNOLOGY PARK  
PHASE 1A SUBDIVISION IN THE  
CITY OF CLINTON, IOWA

TO THE PUBLIC

RECEIVED

FEB 19 2004

CITY ASSESSOR

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Clinton Business Park Development Corporation, an Iowa nonprofit corporation, with principal place of business located at 333 4<sup>th</sup> Avenue South, Clinton, Iowa, being the proprietor and owner in fee simple of the following-described real estate, situated in the City of Clinton, County of Clinton, State of Iowa, to wit:

A

See Exhibit "A" attached hereto and incorporated herein by this reference,

has caused said land to be surveyed, subdivided, laid out, and platted into lots, and streets, under the name of Lyons Business & Technology Park Phase 1A Subdivision in the City of Clinton, Iowa, as shown on the attached plat hereof; dated September 18, 2003, revised December 29, 2003; that iron stakes have been placed at the corner of all lots; that the sizes, shapes, and dimensions of said lots and streets are shown and designated on said plat in feet, decimals, and angles; and the plat is otherwise in full compliance with Chapters 354 and 355, Code of Iowa.

The undersigned, Clinton Business Park Development Corporation, does hereby state that the attached plat was prepared under its direction and supervision, and that the subdivision of said real estate as shown on the attached plat was made in accordance with the free will and consent of the undersigned, and in accordance with the desires of the undersigned owner, who hereby dedicates and sets apart the streets, and public utility easements, indicated on said plat, to the use of the general public forever. Clinton Business Park Development

Corporation is also known as Clinton Business Park Development Corp., in each case one and the same Iowa nonprofit corporation. The plat is also referred to as Plat 1A, but showing and being the plat of the above-named Subdivision. The streets and all public utility easements hereby dedicated may also be used by, and shall serve, any or all of the undersigned proprietor's remaining real property located in the vicinity of this Subdivision, and may be extended as public streets and public utility easements to serve such areas or other adjoining property.

Protective Covenants: The undersigned proprietor further states that attached to this Dedication as Exhibit A-1, incorporated herein by this reference, is the Declaration of Protective Covenants for the subdivision, which shall govern the use of the land comprising the subdivision, and every purchaser of lots in the subdivision agrees to be bound thereby, and to be bound by the Design Standards, Articles of Incorporation, and Bylaws of the Lyons Business & Technology Park Owners Association, Inc., which Standards, and corporate documents, are attached as Exhibits B, C, and D to the Declaration of Protective Covenants for the subdivision, all of which are incorporated therein, and incorporated in this Dedication by this reference.

Easements: In the public utility easements (PUE), shown on the plat and hereby dedicated, the undersigned proprietor hereby reserves the right to install multiple fiber conduits, either to further the Technology Plan of this Subdivision, set forth in this Dedication, or to implement any technology plan of any other subdivisions of the proprietor's remaining property in the vicinity of this Subdivision, including manholes or similar access points. If any owner of any Lot or Building Site in this Subdivision is utilizing any such public utility easement under the Technology Plan for this Subdivision, the owner shall move or otherwise relocate, at the owner's sole expense, any such owner usage of the public utility easement so as not to interfere with the exercise by the undersigned proprietor of proprietor's reserved rights in the public utility easements.

In addition to the public utility easements (PUE), shown on the plat and hereby dedicated, Lots 1, 2, 3, and 4 are each subject to, and shall be conveyed subject to, the twenty feet (20') roadway easements shown on the plat encumbering each such Lot. The roadway easement encumbering each lot shall be a non-exclusive easement for the purpose of ingress and egress to the encumbered Lot, and to the immediately adjoining Lot from 19<sup>th</sup> Avenue North, and may be used by both adjoining Lot owners on the same side of 19<sup>th</sup> Avenue North, but not on other Lots. Each Lot owner shall be solely responsible for repair, maintenance, upkeep, the replacement of the roadway easement encumbering their Lot, as well as snow removal, and shall construct, maintain, and re-construct said roadway easements to the same specifications that apply to 19<sup>th</sup> Avenue North, other than width, unless different specifications are approved by proprietor and the City of

Clinton, Iowa. The roadway easements shall be deemed appurtenant easements running with the land, and future conveyances of the Lots shall be subject thereto.

Common Areas: The undersigned proprietor, Clinton Business Park Development Corporation, reserves the right to establish by easement Common Areas, and Areas of Common Responsibility, as those terms are defined in the Declaration of Protective Covenants incorporated in this Dedication, on the terms, and in the manner, set forth in said Declarations, but this reserved right of the proprietor shall be deemed reserved and created by this Dedication.

Technology Plan: To help create a technology-enabled subdivision, fiber-optic served, diverse route enabled, available to be serviced by any of at least three facility-based providers, available to be serviced by at least two wireless providers, and to include a "self-healing ring" to provide a higher level of redundant service protection, multiple fiber conduits shall be installed by the proprietor, and will then become the property of and responsibility of the Lyons Business & Technology Park Owner's Association, Inc., referred to in the Declaration of Protective Covenants incorporated herein. These main conduits shall be buried in the right-of-way of 19<sup>th</sup> Avenue North, with the conduits to consist of 4" duct, connected with waterproof sleeves, glued, with the duct to be buried a minimum of 3' or to a depth that will not require relocation as development occurs, with the ducts to be sealed to be watertight at each end terminus. At each end terminus there will be an access point such as a manhole or enclosure, or similar access point.

Owners of Building Sites in the Park, with the exception of the undersigned proprietor, shall place, at their expense, along with their telecommunications providers, inter-duct sized at a minimum of 1", with as many inter-ducts pulled through the 4" main conduits installed in the 19<sup>th</sup> Avenue North right-of-way, as can comfortably fit in the main conduits. These inter-ducts shall remain the property of the owners, but can be used by any other carrier or utility. Any Owner of the inter-duct, at their expense, shall place, at any point where the inter-duct must be spliced to permit use by a Lot or Building Site, a manhole or hand hole sized at a minimum of 4' x 4' x 4', with a 2' layer of gravel underneath to facilitate drainage. Expense of splicing, and maintenance, repair, re-location, replacement and reconstruction, of all such inter-duct, splices, manholes, and hand holes, and from a splice to the Lot or Building Site, shall be the responsibility of the Lot or Building Site Owner. All maintenance, repair, and replacement expense related to the 4" main conduits and access terminus points shall be the responsibility and expense of the Association. Proprietor hereby reserves and transfers easements, and hereby dedicates ownership, to the Association for these purposes.

EXHIBIT "A"

A PART OF THE  
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 82  
NORTH, RANGE 6 EAST OF THE 5th P.M., WITHIN THE CITY OF CLINTON, CLINTON COUNTY,  
IOWA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A LIMESTONE MARKING THE  
CENTER OF SAID SECTION 36; THENCE NORTH 89°42'37" WEST, ALONG THE SOUTH LINE OF  
THE SAID NORTHWEST QUARTER OF SECTION 36, A DISTANCE OF 1011.22 FEET TO A 1/2"  
ROUND IRON ROD STAKE ON THE SOUTHERLY RIGHT OF WAY OF MILL CREEK PARKWAY  
(PER WARRANTY DEED AT INSTRUMENT NUMBER 3953-99) IN SAID CITY OF CLINTON; THENCE  
NORTH 32°02'04" WEST, ALONG THE SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 62.61  
FEET TO A P.K. SPIKE IN TOP OF A WOOD GATE POST; THENCE NORTH 59°40'14" EAST,  
ALONG THE LAST NAMED COURSE, A DISTANCE OF 511.01 FEET TO A 1/2" ROUND IRON ROD  
STAKE; THENCE NORTH 54°27'12" EAST, ALONG THE LAST NAMED COURSE, A DISTANCE OF  
468.87 FEET TO A 3/4" ROUND IRON ROD STAKE; THENCE NORTH 69°15'54" EAST, ALONG THE  
LAST NAMED COURSE, A DISTANCE OF 241.94 FEET TO THE EAST LINE OF THE SAID  
NORTHWEST QUARTER OF SECTION 36; THENCE SOUTH 00°22'32" WEST, ALONG THE SAID  
EAST LINE OF THE NORTHWEST QUARTER OF SECTION 36, A DISTANCE OF 674.50 FEET TO  
THE POINT OF BEGINNING. CONTAINING ±9.022 ACRES.

AND

A PART OF THE EAST ONE-HALF OF THE  
NORTHWEST QUARTER AND A PART OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER  
OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 82 NORTH, RANGE 6 EAST OF  
THE 5th P.M., WITHIN THE CITY OF CLINTON, CLINTON COUNTY, IOWA MORE PARTICULARLY  
DESCRIBED AS: COMMENCING AS A POINT OF REFERENCE AT A LIMESTONE MARKING THE  
CENTER OF SAID SECTION 36; THENCE NORTH 00°22'32" EAST, ALONG THE EAST LINE OF  
THE SAID NORTHWEST QUARTER OF SECTION 36, A DISTANCE OF 995.13 FEET TO A 1/2"  
ROUND IRON ROD STAKE ON THE NORTHERLY RIGHT OF WAY OF MILL CREEK PARKWAY  
(PER WARRANTY DEED AT INSTRUMENT NUMBER 3953-99) IN SAID CITY OF CLINTON; THENCE  
SOUTH 55°41'05" WEST, ALONG THE SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF  
155.80 FEET TO A 3/4" ROUND IRON ROD STAKE MARKING THE POINT OF BEGINNING FOR THE  
LAND HEREIN INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 55°41'05" WEST,  
ALONG THE LAST NAMED COURSE, A DISTANCE OF 179.55 FEET TO A 1/2" ROUND IRON ROD  
STAKE; THENCE SOUTH 58°58'12" WEST, ALONG THE LAST NAMED COURSE, A DISTANCE OF  
788.37 FEET TO A 1/2" ROUND IRON ROD STAKE; THENCE NORTH 31°27'11" WEST, A  
DISTANCE OF 780.89 FEET TO A 3/4" ROUND IRON ROD STAKE; THENCE NORTHEASTERLY,  
ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 535.00 FEET, AN ARC LENGTH OF 161.53  
FEET TO A 1/2" ROUND IRON ROD STAKE, CHORD OF THE LAST NAMED CURVE BEARS NORTH  
66°36'55" EAST, A CHORD DISTANCE OF 160.92 FEET; THENCE NORTH 57°57'57" EAST, A  
DISTANCE OF 800.64 FEET TO A 1/2" ROUND IRON ROD STAKE; THENCE SOUTH 32°02'03"  
EAST, A DISTANCE OF 763.33 FEET TO THE POINT OF BEGINNING. CONTAINING ±16.939  
ACRES.

THE ABOVE TRACTS ARE THE SAME AS PARCEL A AND PARCEL B, RESPECTIVELY,  
SET FORTH ON THE PLAT OF SURVEY DATED FEBRUARY 7, 2003, RECORDED  
FEBRUARY 25, 2003, AS CLINTON COUNTY, IOWA RECORDER INSTRUMENT NO.  
1902-03; AND SET FORTH ON THE PLAT OF SURVEY DATED FEBRUARY 7, 2003,  
RECORDED MARCH 5, 2003, AS CLINTON COUNTY, IOWA RECORDER INSTRUMENT  
NO. 2257-03.

By their purchase of Building Sites in the Park, owners are deemed to have agreed to the foregoing provisions of the Subdivision's Technology Plan.

IN WITNESS WHEREOF, the undersigned proprietor dedicates the plat of Lyons Business & Technology Park Phase 1A Subdivision in the City of Clinton, Iowa, on this 6 day of February, 2004, at Clinton, Iowa.

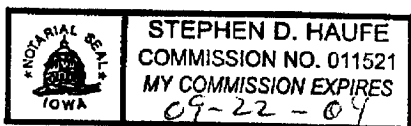
CLINTON BUSINESS PARK  
DEVELOPMENT CORPORATION

BY: Stephen C. Schultz  
Stephen C. Schultz, President

BY: Dennis W. Lauver  
Dennis W. Lauver, Secretary

STATE OF IOWA            ]  
  ] ss:  
CLINTON COUNTY        ]

On this 6 day of February, 2004, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Stephen C. Schultz and Dennis W. Lauver, to me personally known, who being by me duly sworn did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Stephen C. Schultz and Dennis W. Lauver, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



[Signature]  
NOTARY PUBLIC, State of Iowa

EXHIBIT "B"  
ARTICLES OF INCORPORATION  
OF  
LYONS BUSINESS & TECHNOLOGY PARK  
OWNERS ASSOCIATION, INC.

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

The undersigned, acting as an incorporator of a corporation under the Iowa Nonprofit Corporation Act, Chapter 504A, Code of Iowa, adopts the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation shall be: Lyons Business & Technology Park Owners Association, Inc.

ARTICLE II

The place in Iowa where its initial registered office is to be located is: 333 4<sup>th</sup> Avenue South, Clinton, Iowa 52732. The name of the initial registered agent at such address is: Dennis W. Lauver.

ARTICLE III

The corporation is organized exclusively as a non-profit corporation for the purpose of promoting the Lyons Business & Technology Park Phase 1A Subdivision in the City of Clinton, Iowa, and for carrying out all obligations, and exercising all rights, imposed on and granted to the corporation by the Dedication and Declaration of Protective Covenants of the Subdivision, in furtherance of which purposes the corporation is authorized to exercise all powers and rights that may be authorized under the laws of the State of Iowa by nonprofit corporations, now or hereinafter enacted, in a manner consistent with said Dedication and Declaration.

ARTICLE IV

The number of Directors constituting the initial Board of Directors is one (1), and the names and addresses of the individuals who will serve as Directors until the later of the first annual meeting of the Directors, or members of the corporation, or until their successors are elected and shall qualify, are:



Name

Address

Stephen C. Schultz

c/o Alliant Energy, 201 N. 2<sup>nd</sup> St., Clinton, Iowa

Each owner of one or more Building Sites in the Lyons Business & Technology Park Phase 1A Subdivision shall be entitled to elect a total of one Director to the Board, and the Clinton Business Park Development Corporation shall continue to be entitled to elect one member to the Board after all Building Sites in the Subdivision have been sold. The Bylaws of the Corporation shall be amended, from time to time, by the Directors of the Corporation, to increase the number of Directors accordingly as such Building Sites are sold, and a special election shall be held, in such a manner that a new Site owner shall have its elected Director in place before further significant action by the Board is taken.

ARTICLE V

The name and address of the Incorporator is: Dennis W. Lauver, 333 4<sup>th</sup> Avenue South, Clinton, Iowa 52732. The Incorporator shall have the authority to apply for and receive the employer identification number from the Internal Revenue Service on behalf of the Corporation.

ARTICLE VI

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, Directors, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III herein.

ARTICLE VII

The initial Bylaws of the corporation shall be adopted by the Board of Directors of the Corporation. The power to alter, amend, or repeal the Bylaws, or adopt new Bylaws, shall be vested in the Board of Directors.

ARTICLE VIII

The Corporation shall indemnify any Director or former Director, officer, employee, member, or volunteer who is serving or has served at the request of the Corporation, to the fullest extent permissible by Section 490.850 through Section 490.858, both inclusive, of the Code of Iowa. In the event that Section 490.850 through Section 490.858 of the Iowa Code shall be changed by action of the

Legislature, and these Articles are not subsequently amended, then a Director, officer, employee, member or volunteer seeking indemnification may, at such person's option, unless otherwise prohibited by law, require that the Corporation indemnify such person, either under the provisions as permitted under Section 490.850 through Section 490.858, both inclusive, of the Iowa Code, in effect as of the date of these Articles or the legislatively amended or substituted provisions relating to indemnification of Directors, officers, employees, members, or volunteers. No Director, officer, member or other volunteer shall be personally liable in that capacity for a claim based upon an act or omission of the person performed in the discharge of the person's duties, except for a breach of the duty of loyalty to the Corporation, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit.


#### ARTICLE IX

Upon the dissolution of the Corporation, assets of the Corporation shall first be used to pay all debts of the Corporation and any remaining assets shall be distributed to its members. If the Corporation has no members, the assets of the Corporation remaining after the payment of all debts shall be distributed by the Board of Directors for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the Federal government, or to a state or local government for a public purpose. Any such assets not do disposed of shall be disposed of by the District Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

#### ARTICLE X

These Articles shall be effective on the 6 day of February, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name this  
2 day of February, 2004, at Clinton, Iowa.

  
\_\_\_\_\_  
Dennis W. Lauver, Incorporator



STATE OF IOWA            ]  
                                  ] ss:  
CLINTON COUNTY         ]

On this 2 day of February, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dennis W. Lauver, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Iowa

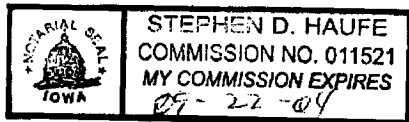


EXHIBIT "C"  
BYLAWS OF  
LYONS BUSINESS & TECHNOLOGY PARK  
OWNERS ASSOCIATION, INC.

ARTICLE I. OFFICES

The principal office of the corporation in the State of Iowa shall be located in the City of Clinton, Iowa. The corporation may have other offices, either within or outside the State of Iowa, as the Board of Directors may determine, or as the affairs of the corporation may require. The corporation shall maintain in the State of Iowa a registered office, and a registered agent whose office is identical with the registered office, as required by the Iowa Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II. MEMBERS

The members of the corporation shall consist of the owners of the Building Sites in the Lyons Business & Technology Park Phase 1A Subdivision, and the Clinton Business Park Development Corporation, whether or not an owner. While at its inception the corporation will have one (1) member, the Clinton Business Park and Development Corporation, it is anticipated that when all Building Sites are sold, the corporation may have as many as seven (7) members, or a fewer number but more than one, provided that in all events the Clinton Business Park & Development Corporation shall always be a member of the corporation.

Each member shall be entitled to one (1) vote on each matter submitted to a vote of the members. Upon the closing of a sale, or other transfer of the fee simple title to a Building Site in the Subdivision, the prior Owner-member shall cease to be a member, and the purchaser or successor in interest to the fee simple title shall become a member, eo instante, but otherwise membership in the corporation is not transferable or assignable. Each corporate member shall appoint an individual to represent them at all meetings of members, and if requested, shall provide to the Secretary of the corporation a duly authenticated corporate resolution or other sufficient document evidencing the authority of the individual to act and/or speak on behalf of the member.

ARTICLE III. MEETINGS OF MEMBERS

**Annual Meeting.** The annual meeting of members shall be held on such date as the Board of Directors shall by resolution specify. At each annual meeting

the election of the Directors shall take place and such other business shall be transacted as may be properly presented to such meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a meeting of the members as soon thereafter as conveniently may be.

**Special Meetings.** Special meetings of the members may be called by the President, the Board of Directors, or not less than a majority of the members.

**Place of Meeting.** The Board of Directors may designate any place, either within or outside of the State of Iowa, as the place of meeting for any annual meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Iowa.

**Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the President, or the Secretary, or the members calling the meeting. In case of a special meeting or when required by statute or by these Bylaws, the purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with regular postage thereon prepaid.

**Informal Action by Members.** Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting out the action so taken, shall be signed by all of the members.

**Quorum.** The members holding a majority of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting without further notice.

**Proxies.** At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his authorized attorney-in-fact. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

**Voting by Mail.** Where Directors are to be elected by members, the election may be conducted by mail in the manner that the Board of Directors shall determine.

**Action by Members.** The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the members, unless the act of a greater number is required by law or by these Bylaws, and provided that the act of the Clinton Business Park Development Corporation member is among the majority of members so acting.

## ARTICLE V. BOARD OF DIRECTORS

**General Powers.** The affairs of the corporation shall be managed by its Board of Directors. The number of Directors shall be same as the number of different owners of Building Sites in the Subdivision until such time as all Building Sites in the Subdivision have been sold by the Clinton Business Park Development Corporation, at which point the number of Directors shall consist of the number of different owners of Building Sites in the Subdivision plus a Director elected by the Clinton Business Park Development Corporation, which Director the Clinton Business Park Development Corporation shall be entitled to elect to the Board even if the Clinton Business Park Development Corporation owns no Building Sites or other property in the Subdivision. Individual Directors need not be residents of the State of Iowa. Each Director shall hold office until the next annual meeting of members or until his successor should have been elected and qualified. Each member of the corporation shall be entitled to elect one Director. The regular annual meeting of the Board of Directors shall be held without other notice than this Bylaw, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution for the time and place, either within or outside the State of Iowa, for holding of additional regular meetings of the Board without other notice than the resolution.

**Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The persons authorized to call special meetings of the Board may fix any place, either within or outside the State of Iowa, as the place for holding any special meeting of the Board called by them.

**Notice.** Notice of any special meeting of the Board of Directors shall be given at least two days previously by written notice delivered personally or sent by mail or fax to each Director at the Director's address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with regular postage prepaid. If notice is given by fax, it shall be deemed to be delivered when

successfully transmitted to the recipient's facsimile machine at the recipient's last fax number registered with the corporation. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

**Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at the meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

**Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws, and provided that the act of the Director elected by the Clinton Business Park Development Corporation is among the majority of Directors so acting.

**Informal Action by Directors.** Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting out the action so taken, shall be signed by all of the Directors.

## ARTICLE VI. OFFICERS

**Officers.** The officers of the corporation shall be a President, one or more Vice-Presidents ( the number to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint the other officers, including one or more assistant secretaries, and one or more assistant treasurers, as it shall deem desirable, to have the authority and perform the duties prescribed by the Board of Directors. Any two or more offices may be held by the same person.

**Election and Term of Office.** The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, it shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until their successor shall have been elected and shall have qualified.

**Removal.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served by such officer's removal.

**Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

**President.** The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. The President shall preside at all meetings of the members and of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the corporation; and in general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors.

**Vice-President.** In the absence of the President or in event of the President's inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as may be assigned by the President or by the Board of Directors.

**Treasurer.** If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of the treasurer's duties in such sum and with such surety as the Board of Directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII (Contracts, Checks, Deposits and Funds) of these Bylaws; and in general perform all the duties incident to the office of treasurer and such other duties as may be assigned to the treasurer by the President or by the Board of Directors.

**Secretary.** The secretary shall keep the minutes of the meetings of the members and of the Board of Directors in books provided for that purpose; see



that all notices are given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records; keep a register of the post office address of each member which shall be furnished to the secretary by that member; and in general perform all duties incident to the office of secretary and such other duties as may be assigned by the President or by the Board of Directors.

Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform the duties assigned to them by the treasurer or the secretary or by the President or the Board of Directors.

#### ARTICLE VII. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, or other evidences of indebtedness issued in the name of the corporation, shall be signed by those officers or agents of the corporation and in a manner shall be determined by resolution of the Board of Directors. In the absence of this determination by the Board of Directors, the instruments shall be signed by the Treasurer or an assistant Treasurer and countersigned by the President or a Vice-President of the corporation.

Deposits. All funds of the corporation shall be deposited to the credit of the corporation in the banks, trust companies or other depositories as the Board of Directors may select.

Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

#### ARTICLE VIII. BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors and shall keep at the registered or principal office a record giving the names and

addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time. The corporation shall not utilize a corporate seal.

#### ARTICLE IX. FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

#### ARTICLE X. WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Iowa Nonprofit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the corporation, a waiver in writing signed by the persons entitled to the notice, whether before or after the time stated there, shall be deemed equivalent to the giving of notice.

#### ARTICLE XI. AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the Directors present at any regular meeting, or at any special meeting, where a quorum is present, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new Bylaws at the meeting, and provided that the vote of the Director elected by the Clinton Business Park Development Corporation is among the majority of Directors so acting.

LYONS BUSINESS & TECHNOLOGY  
PARK OWNERS ASSOCIATION, INC.

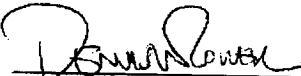
BY:   
Dennis W. Lauver, Secretary

EXHIBIT D  
DEVELOPMENT AND DESIGN STANDARDS  
LYONS BUSINESS & TECHNOLOGY PARK PHASE 1A

INTRODUCTION

Lyons Business & Technology Park in Clinton, Iowa is subject to a Declaration of Protective Covenants and Restrictions ("Declaration") intended to insure the proper use and most appropriate development of the Park through the implementation of uniform standards. All development shall conform to the Declaration, these Design Standards, and the State building and fire codes. Furthermore, all pertinent requirements of public agencies shall be followed in the development of this property and all plans for development of a specific site shall be approved by the Design Review Committee ("DRC") and by the City of Clinton and the public agencies having jurisdiction.

To implement the Declaration, the following Development and Design Standards have been created. These criteria and standards shall be no less strict than the requirements set by the Declaration or by public agencies having control over development of this property. The requirements contained in these criteria have been based on reliable sources; however, the Clinton Business Park Development Corporation (Grantor) may change, modify, amend, add to, or delete requirements prospectively. Each buyer shall be responsible for verification of all applicable requirements at the time of purchase and development:

ARTICLE I. REVIEW OF PLANS BY DESIGN REVIEW COMMITTEE

1.1 PROCEDURES. Prior to the commencement of any site improvements such as construction or alteration of buildings, enclosure fences, paving, grading, drainage, sign erection, or any other permanent improvements on any site, the owner, lessee, or occupant of any site shall first submit plans and specifications ("plans") for such improvements to the DRC for its written approval. (See Articles IV and VIII of Declaration.)

1.2 DOCUMENT AND SUBMITTAL REQUIREMENTS. Three (3) complete sets of plans shall be submitted for each review. One (1) set shall be retained for the Design Review Committee's files.

The following plans shall be submitted:

1. Preliminary Plan
2. Site Plan and Landscaping
3. Construction Documents

4. Building Design and Materials
5. Signage and Lighting

#### A. PRELIMINARY REVIEW

##### 1. Master Plan Submittal for Phased Construction.

Submission of the site Master Plan will be required only when ultimate site development is scheduled to occur in stages, such as when a site owner will be developing a site for future building expansion. The Master Plan is to be reviewed and approved before or simultaneously with other submittals.

##### 2. Preliminary Plans.

The Preliminary Plans shall be submitted to the DRC no later than the date of submittal to the City of Clinton. Approval of the plans must be given by the DRC prior to construction document submittal.

#### B. CONSTRUCTION DOCUMENT REVIEW

Architectural, engineering, and landscape working drawings and specifications identical to those required by the City of Clinton shall be submitted to the DRC for review and approval prior to the commencement of any site improvement work.

#### C. CERTIFICATE OF COMPLIANCE

A Certificate of Compliance is issued to the owner upon completion of construction. The Certificate of Compliance provides assurance to the Developer that the requirements of the Protective Covenants have been met, and also provides assurance to the owner that the building(s) has been built according to plans approved by the DRC.

At the time the owner desires to apply for a Certificate of Compliance inspection, the owner will apply for a Certificate of Compliance and forward a written request to the DRC. This should be at the same time that application is made for a Use and Occupancy Permit from the City of Clinton. The written request, signed by the owner, will indicate compliance with the major items listed below, pursuant to the plans approved by the DRC. Where items, usually related to landscaping cannot be installed before occupancy, the request must indicate a completion date. One (1) full planting season will be the maximum time permitted. Violation of this deadline will be considered as a violation of the Declaration.

The following items and the following items only, will be covered by the

Certificate of Compliance inspection:

1. Building(s) is located according to approved site plan.
2. Building(s) is of approved architecture, materials and approved color.
3. The approved landscaping has been installed or is scheduled to be completed prior to the expiration of the first full planting season.
4. The approved lighting has been installed.
5. The roof pipes, vents, louvers, flashing and utility equipment match the surface from which they project.
6. That any approved signs have been installed.
7. Air conditioning, utility equipment, and trash collection areas have been screened according to approved plans.
8. Grading, seeding, paving and drainage have been completed according to plans.

1.3 BASIS FOR APPROVAL. Review and approval will be based on standards set forth in Articles IV and VIII of the Declaration. Evaluation will be made of spatial relationships among buildings and between buildings and other surrounding elements.

Careful concern will be given to the location and treatment of utility and service facilities with the intent of minimizing detrimental visual and environmental impact.

Site ingress and egress shall be reviewed for efficient flow of traffic within the site and on abutting streets.

If plans and specifications are not sufficiently complete or are otherwise inadequate, the DRC may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and may reject the balance.

1.4 INTERPRETATION AND WAIVER. Interest in reviewing the above items is to assure that the highest quality of compatible development is consistently achieved.

When questions of judgment or interpretation arise, the decision of the DRC is final and binding on all parties.

Any revisions, additions, or alterations to any portion of approved plans shall be subject to review and approval (and correction) prior to advancement with development.

1.05 PUBLIC APPROVALS. All pertinent requirements of public agencies shall be followed in the development of this property, and all plans must be approved by the City of Clinton. Each buyer must verify code requirements at the time of purchase and development.

Although based on local zoning and subdivision regulations, Lyons Business & Technology Park Design Standards may be more restrictive in land use, site development standards, landscape requirements, or in other matters. In every case in which these criteria are at variance with public agency requirements, the more restrictive regulations shall govern. In the event of any inconsistency between the Declaration and this Design Criteria, the provisions of the Declaration shall control.

## ARTICLE II. BUILDING

2.1 OVERALL APPROACH. It is intended that all buildings constructed in the Park be carefully designed to ensure their individual attractiveness, their compatibility with each other and with the environment.

Buildings within Lyons Business & Technology Park shall be constructed of permanent materials such as brick, architectural precast panels, tilt-up concrete panels, stone, and glass. Material innovation and progressive structural design are encouraged when permanency and structural building strength are the result.

The specific requirements of this document are intended to guide individual site developers and ensure the overall quality and attractiveness of the Park as a whole.

Variations from the specific requirements will only be allowed by the DRC and all proposed designs will be reviewed by and are subject to the approval of the DRC.

Developers should be aware that their proposed building designs must be consistent in terms of material usage and detail on all elevations and that special attention must be paid to roof design to ensure the overall attractiveness of the Park.



2.2 APPLICABLE CODES. It is the responsibility of the individual site developer to verify and conform to all applicable requirements of governing agencies, including the State building and fire codes, and obtain all necessary permits and approvals prior to commencement of construction.

2.3 LOT COVERAGE. Lot coverage of buildings shall be determined based upon building and parking setbacks, ingress and egress, landscaping, required parking areas, and as defined in this Design Standards. Lot coverage shall be subject to the approval of the DRC.

2.4 EXTERIOR MATERIALS. Exterior wall finish materials (unless otherwise approved by the DRC) shall be limited to the following:

- a. Brick masonry.
- b. Natural stone masonry.
- c. Architectural concrete block.
- d. Concrete with an approved architectural finishes (i.e. sand blasted, board formed). Paint is not an approved finish.
- e. Glass (use of highly reflective coating may be limited).
- f. Aluminum (limit use to trim members, framing for glass, doors and panels that are a minimum of 1/8" thick, and designed to ensure absence of any "oil canning").
- g. Wood (limit use to trim members, door and window framing and soffits).
- h. Plaster and Gypsum Board (limit use to soffits).
- i. Sheet Metal (limit use to copings, flashings, trim, and soffits).
- j. Plaster (stucco) (trim only).
- k. EFIS (trim only).

1. The following list of materials and finishes are prohibited and may not be used on exterior surfaces of any building. The Design Review Committee may allow minor exceptions where the architectural design demonstrates a unique and innovative approach to which such materials are especially well suited. For example, building accents and architectural detail, or when the project is of sufficient size and scale to create its own distinct environment.

- a. Plywood.
- b. Composite siding such as hardboard siding.
- c. Composite building panels such as metal faced plywood or wood core panels.
- d. Pre-engineered metals installed with exposed fasteners.
- e. Metal siding.
- f. All plastics (except signs).
- g. Common concrete block, except for rear building walls which are not visible from a public street.

1. Roofing materials shall be limited to the following:

- a. Copper standing, standing seam or standing seam with battens or both.
- b. Steel or aluminum sheet metal systems with a long life, high performance paint finish.
- c. Built up or single ply membranes with natural gravel or concrete paving block ballast.
- d. Slate shingles.

The following roofing materials may not be used on any building:

- a. Asbestos cement shingles.
- b. Asphalt shingles.

2.5 EXTERIOR COLORS. Allowable colors include earth tones and other muted colors. Vibrant primary colors will be allowed to accent architecturally significant building detail, but must contribute to the buildings overall attractiveness and design.

Same building materials shall be of consistent color, tone, and quality. Noticeable variations in color, pattern, and texture resulting from casting, manufacturing, fabrication, etc. of exterior building materials will not be allowed.

Walls built with common concrete block shall be painted. The DRC shall have the right to require that tilt-up concrete panels be painted.

2.6 SCREENING OF MECHANICAL AND ELECTRICAL EQUIPMENT. All mechanical and electrical equipment necessary for the development of an individual site or building shall be selected and located in a manner consistent with the architecture of the project. It is encouraged that enclosing walls, louvers, and grills will be utilized to conceal from view all equipment on site or on the roofs of buildings. Exceptions may be made by the DRC for equipment that, by nature of simple geometric shape, blends well with the architecture of the project (i.e. some transformers, switches, and metering cabinets). Satellite dishes and other communication equipment (including antennas) must also be integrated with the architecture or screened in a manner acceptable to the DRC.

2.7 SCREENING OF BUILDING SERVICE AREAS. Loading docks, trash containers, lawn care equipment, storage areas and other service areas necessary for the development of a site or building shall be integrated into the

overall architecture of the Park by being fully enclosed or effectively screened from view in a manner acceptable to the DRC.

2.8 BUILDING MAINTENANCE. It shall be the responsibility of the owner to maintain the exterior of their building in a manner acceptable to the DRC. Painted materials in particular must be maintained in an acceptable manner.

2.9 SITE PAVING. All parking surfaces and drives within the Park will be constructed of Portland or asphalted concrete cement.

2.10 PARKING DESIGN STANDARDS. Off-street parking and loading areas shall conform to the Zoning Ordinance (Chapter 165, Code of Ordinances for the City of Clinton, Iowa).

In special instances, as deemed by the Design Review Committee, parking areas may be required to be screened from on-site drives and public right-of-ways by location, earth berms, and plant materials. Earth berms shall be a minimum of 3 feet above an adjacent parking lot curb height and supplemented with plant materials which provide a year around screening effect.

2.11 LANDSCAPING. Street trees shall not be mandatory and therefore not a requirement of any submitted plans. The minimum landscape planting requirements for individual lots shall be two trees and three shrubs per 3,000 square feet of open space. Plant materials sizes shall be as follows:

Trees: 10% = 3 - 3 1/2' caliper  
30 - 40% = 2 - 2 1/2" caliper  
Balance = 8 - 10' ornamental or 1 1/2" caliper

Shrubs: 18 to 24", balled & bur lapped or container\*\*

\* \* Substitutions: For every three (3) shrubs in excess of the minimum requirements, one (1) 1 1/2" caliper tree may be reduced from the requirements, not to exceed two (2) trees substitution per acre.

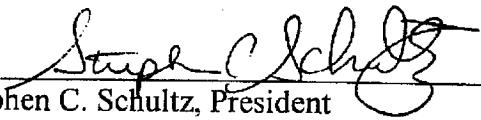
2.12 BUILDING SIGNAGE AND GRAPHICS. All building signs attached to any building within the Park shall be subject to review and approval of the DRC

Each lot shall have a minimum of one entrance sign located at a primary site entrance from a public street.

Signs on each lot shall be complimentary in style and design within such lot.

Signs shall conform to the Zoning Ordinance (Chapter 165, Code of Ordinances for the City of Clinton, Iowa).

CLINTON BUSINESS PARK  
DEVELOPMENT CORPORATION

BY:   
Stephen C. Schultz, President

Dated: February 6, 2004

EXHIBIT A-1  
DECLARATION OF PROTECTIVE COVENANTS FOR  
LYONS BUSINESS & TECHNOLOGY PARK PHASE 1A SUBDIVISION

This Declaration is made this 6 day of February, 2004 by Clinton Business Park Development Corporation, an Iowa non-profit corporation (hereinafter referred to a "Grantor").

ARTICLE I  
RECITALS

WHEREAS, Grantor is the owner of certain real property in the City of Clinton, County of Clinton, State of Iowa, more particularly described as:

**See attached Exhibit A**

And,

WHEREAS, Grantor is desirous of subjecting the Property to protective conditions, covenants, restrictions, reservations, and easements herein set forth, each and all of which is and are for the benefit of the Property and for each owner thereof and the Grantor hereunder, and shall inure to the benefit of and pass with the Property and each and every parcel thereof and shall apply to and bind the successors in interest and any owner thereof,

NOW, THEREFORE, Grantor hereby declares that the Property described and referred to herein is and shall be held, transferred, sold conveyed, leased, and occupied subject to the protective conditions, covenants, restrictions, reservations and easements hereinafter set forth.

ARTICLE II  
DEFINITION OF TERMS

"Areas of Common Responsibility" shall mean the Common Area and other areas if any, which, although not owned by the Association, become the responsibility of the Association to maintain, which may include without limitation signage and entrance amenity easements and joint or common storm water detention ponds.

"Association" shall mean and refer to Lyons Business & Technology Park Owners Association, Inc., a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa.

"Board" shall mean and refer to the Board of Directors of the Association duly elected in accordance with the Articles of Incorporation and Bylaws of the Association.

"Common Area" shall mean all real and personal property which the Association now or hereafter owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, including easements held by the Association for those purposes.

"Building Site" shall mean any lot, tract, or portion thereof, or two or more contiguous lots, tracts, or portions thereof in the Property, including real property subject to recorded easements, upon which a building or buildings and appurtenant structures may be erected.

"Grantor" shall mean Clinton Business Park Development Corporation, its successors and assigns unless the context indicates otherwise.

"Improvements" shall mean and include a building or buildings, outbuildings, parking areas, loading areas, fences, walls, hedges, signs, lawns, landscaping, poles, and any structures of any type or kind, and all additions to any of the foregoing.

"Building Line or Lines" shall mean the minimum distance which buildings and outbuildings shall be set back from the property or street lines.

"Lyons Business and Technology Park" shall mean the real property described in Article I above and may also be referred to as "Park."

"Design Review Committee" shall be composed of no less than three (3) nor more than five (5) individuals, designated from time to time by the Grantor, who shall have the powers and duties as set forth herein, and who need not be Owners, or Members of Grantor or the Association.

"Design Criteria" shall mean and refer to the building design standards prescribing the quality and character specifications set forth in Exhibit D attached hereto. Such Design Criteria may be modified or amended, prospectively, from time to time in the future by the Grantor in its sole discretion subject to any necessary approval and/or changes by any regulatory authorities of the City of Clinton, Clinton County, or other public governing body and shall be binding upon all of the Property, and regardless of whether Grantor retains ownership of any lots in the Park.



"Owner" or "Owners" shall mean one or more persons or entities which hold the record title to any Building Site, including contract sellers, but excluding parties holding an interest merely as security for the performance of an obligation.

"Plat" shall mean and refer to the subdivision plat of the Park.

"Property" shall mean and refer to the real property described in Article I, above, and includes replats of the Property.

"Protective Covenants" shall mean and refer to all of the protective conditions, covenants, restrictions, reservations and easements hereinafter set forth.

### ARTICLE III PROPERTY SUBJECT TO THESE PROTECTIVE COVENANTS

The Property, subject to liens, encumbrances, easements, conditions, reservations, restrictions, and plats of record and/or to be recorded, shall be held, conveyed, transferred, occupied, and sold subject to these Protective Covenants.

### ARTICLE IV PURPOSE OF PROTECTIVE COVENANTS

The Property is subjected to these Protective Covenants to insure the proper use and most appropriate development of and improvements on each Building Site thereof. It is the intent of these Protective Covenants to provide conditions, covenants, restrictions, reservations, standards, and easements to insure that the Property will always be maintained as an attractive, park-like setting for business with ample, landscaped, open areas; attractive, high quality structures; proper and desirable use and appropriate development and improvement of all property; to protect the owners, lessees and sublessees of property against improper and undesirable use of surrounding property; to guard against depreciation in value of the Property, to guard against erection of structures constructed improperly or of unsuitable materials or design; to encourage the erection of attractive improvements at appropriate locations; to prevent haphazard and inharmonious improvement of the Property; to insure the proper maintenance of the Park signage, common ground, storm water detention system; and in general to provide adequately for a high type and quality of improvement and development in the Park. This section shall be used by the Board as a standard in judging performance and interpreting the provisions of these Protective Covenants and in granting approval or disapproval of development by property owners, lessees and sublessees in Lyons Business & Technology Park.

**ARTICLE V**  
**COMMON AREA AND AREAS OF COMMON RESPONSIBILITY**

**CREATION OF COMMON AREA.** There are no initial Common Areas. As set forth in the Dedication for the Park Subdivision, Grantor shall have the sole right to create, define, and convey Common Areas, by easements, to the Association and to define and expand the Areas of Common Responsibility, from time to time, and the Association shall hold such Common Areas, and Areas of Common Responsibility, pursuant to this Declaration and the terms of such easements. However, after a sale by Grantor of a specific Building Site in the Park, Grantor shall no longer have any right to create, define, expand or convey Common Areas or Areas of Common Responsibility from the Building Site sold.

**MAINTENANCE AND CONTROL.** The Association shall be responsible for the management and control, for the exclusive benefit of the owners of any portion of the Property, of the Areas of Common Responsibility, conveyed to it or established by the Grantor, and all Improvements thereon and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management. In the event the need for maintenance or repair of any portion of the Areas of Common Responsibility or the Improvements thereon is caused through the willful or negligent acts of an Owner of a portion of the Property, its guests or invitees, the cost of such maintenance or repair shall be added to and become part of the assessment to which the Owner is subject and a lien upon the lot or a portion of the Property owned by such Owner, and shall become due and payable upon demand.

**ARTICLE VI**  
**MEMBERSHIP AND VOTING RIGHTS IN AND AUTHORITY AND**  
**OBLIGATIONS OF THE ASSOCIATION**

**MEMBERSHIP.** Every Owner of a Building Site shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Building Site. Ownership of a Building Site shall be the sole qualification for membership, provided, however, that Grantor shall always be a member of the Association regardless of whether Grantor is an Owner.

**VOTING RIGHTS.** The voting rights of members are specified in the Articles of Incorporation and Bylaws of the Association, copies of which are attached hereto as Exhibits B and C respectively.

**AUTHORITY AND OBLIGATIONS.** The Association through its Board of Directors, shall have the right, power and authority to provide for the enforcement of these Protective Covenants; to review and approve plans and specifications as

required by these Protective Covenants; and to establish policies and procedures for such review and approval or disapproval; to provide for any Improvements or maintenance of Improvements in the Common Area and Areas of Common Responsibility which they may deem necessary or desirable; to levy, collect, and have jurisdiction, control and possession of assessments as hereinafter provided; to enter into contracts as may be necessary or desirable to carry out the provisions of these Protective Covenants; and to otherwise establish such rules, procedures and policies necessary or deemed desirable to provide for the general welfare, in accordance with the spirit and letter of these Protective Covenants, including the power to make variances in these Protective Covenants, but only in accord with the intent and purpose of Article IV above. The Association shall have the duty, responsibility, and obligation to maintain, operate, improve and reconstruct as necessary the Common Area and Areas of Common Responsibility.

#### ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

**CREATION OF LIEN AND PERSONAL OBLIGATION.** The Grantor hereby covenants and each owner of a Building Site by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association assessments as provided in this Declaration. The assessments levied by the Association, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made senior to all liens except the first mortgage of record and any ad valorem taxes. Such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or entity who was the owner of the Building Site at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to said Owner's successor in title unless expressly assumed by them.

**PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively for the purpose of carrying out the general duties and powers of the Association, including, but not limited to improvements, maintenance, and operation of the Areas of Common Responsibility and obtaining insurance therefore, payment of real estate taxes due on the Common Area, if any, and of any legal or other costs of enforcement of these Protective Covenants, and for such reasonable reserves as the Board deems necessary. In making such assessments, the amount to be levied shall be limited to the actual cost to the Association of providing those functions and services set forth in these Protective Covenants.

**RATE OF ASSESSMENT.** The assessments levied upon and against the Property and the Owners thereof, shall be a share of the total amount of each assessment prorated to each Building Site and the Owner thereof on the basis of the ratio of

the number of full and fractional acres, as shown in the Plat, in such Building Site, to the total number of acres and fractions thereof in the Property, exclusive only of streets, and Common Areas.

**PROCEDURES.** All assessments shall be made in the manner and subject to the following procedure, to wit:

(A) Notice of all assessments may be given by regular mail addressed to the last known or usual post office address of the holder of legal title of the assessable property and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the assessable property itself.

(B) Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of ten percent (10%) per annum until paid and such payment and interest shall constitute a lien upon the assessable property and said lien shall continue in full force and effect until the assessment is fully paid. At any time after the passage of the resolution levying an assessment and its entry in its minutes, the Board may, in addition, execute and acknowledge with respect to any assessable property a notice of lien and cause same to be recorded in the applicable Recorder's Office in the County of Clinton, State of Iowa, and the Board may, upon payment, cancel or release any assessable property from the liability of assessment (as shown by recorded instrument) by executing, acknowledging and recording (at expense of the owner of the property affected) a release of such assessment lien with respect to any assessable property affected, and the Board shall cause to be noted from time to time in the minutes of their proceedings, the payment made on account of assessments. Notwithstanding any other provision herein, the Association may bring an action at law and/or equity against the Owner personally obligated to pay such assessment, or foreclose the lien against the assessable property in the manner provided for foreclosure of a mortgage, or both, in which cases there shall be added to the amount of such assessment, the cost of preparation and filing the Petition in such action including reasonable attorney's fees. No Owner of assessable property may waive or otherwise escape liability for the assessments provided for herein by non-use of the Areas of Common Responsibility or abandonment of its assessable property.

(C) The term "assessable property" shall mean all Building Sites located within the *Property*.

**ARTICLE VIII  
DESIGN REVIEW**

**DESIGN REVIEW.** Improvements shall be made in the manner and subject to the Lyons Business & Technology Park Design Standards which, by reference are made part of these Protective Covenants. A copy of the Lyons Business and Technology Park Design Standards are set forth in Exhibit D. Prospective changes in the Standards may be made by Grantor whether or not Grantor is an Owner.

**ARTICLE IX  
GENERAL COVENANTS**

**PERMITTED OPERATIONS AND USES.** All of the Building Sites are intended to be used for businesses of a kindred nature, including accessory or directly related services in compliance with all ordinances of the City of Clinton, Iowa. No portion of the Property shall be rezoned without the prior written consent of the Board. Unless otherwise specifically prohibited by the ordinances of the City of Clinton, Iowa, any operation and use will be permitted if it is performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites such as but not limited to vibration, sound, electro-mechanical disturbance and radiation, electro-magnetic disturbance, radiation, air or water pollution, dust, emission of odorous, toxic or non-toxic matter, and all lighting is to be shielded and confined within property lines.

**SCREENING OF OUTSIDE STORAGE.** All outside storage shall be completely screened from the street and from adjoining lots by fencing or other types of screening which is architecturally acceptable to the Design Standards.

**WASTE AND REFUSE.** No waste material or refuse shall be dumped upon or permitted to remain on any part of the property outside the buildings constructed thereon.

**RIGHT TO RESUBDIVIDE.** Once a building site has been purchased from the Grantor, its successors or assigns, such parcel of land shall be considered as a single unit, and it shall not be subdivided, or a portion of the land sold, leased, or rented, unless written approval is given by the Board, and consistent with the Subdivision Ordinance of the City of Clinton, Iowa.

**WEED REMOVAL.** It shall be the duty or the Owner of Owners of each and every parcel of and subject to these restrictions to keep their respective parcels of land free from weeds; and in the event any such owner does not comply with this



provision within ten (10) days after the Board gives any such Owner written notice to comply, the Association shall have the right to enter on such Owner's parcel and cut any weeds thereon and charge the cost of such work to the Owner. If such charge is not paid within ten (10) days after such Owner is notified of the cost thereof, it shall become a lien on the land in question, enforceable and collectible the same as the lien for maintenance assessments pursuant to the provisions of Article VII hereof.

**CONDITION OF PREMISES.** All property Owners, lessees, or sublessees, in Lyons Business & Technology Park shall carefully maintain and repair their property and all structures, buildings, and Improvements of whatever nature thereon in a safe, clean, and tasteful manner and in first-class condition and repair at all times. In the event any such Owner does not comply with this provision within thirty (30) days after the Board gives any such Owner written notice to comply, the Grantor or the Association or their authorized employees or agents shall have the right to enter on such Owner's parcel in question and perform any necessary maintenance and repair and charge the costs of such work to the Owner as a lien and enforce the collection of such lien in the same manners as provided in Article VII hereof.

**GOVERNMENTAL AND AGENCY REGULATIONS.** Each and every parcel of land in Lyons Business & Technology Park shall be subject to all present and future applicable laws, ordinances, rules and regulations and orders of the United States Government, the State of Iowa, or any political subdivision of either of the foregoing, including the City and County of Clinton, Iowa.

**SPECIFIC ENFORCEMENT OF RESTRICTIONS.** All provisions of these Protective Covenants shall be capable of being specifically enforced by the Association. In the event, in the opinion of the Board, it shall be necessary to secure the services of an attorney to enforce the provisions of these Protective Covenants, then the fee of such attorney, and all other costs in connection with the enforcement of these Protective Covenants, including, but not limited to, the costs of any contemplated or actual legal proceedings in such connection shall become a lien against the real property which is the subject of proceedings. If such costs and attorney's fees are not paid within ten (10) days from the date of written notice thereof by the Board to the owner of the real property in question, said fee and costs shall thereupon constitute a lien against the property in question, enforceable in the same manner as a lien for general assessment pursuant to the provisions of Article VII hereof.



ARTICLE X  
RIGHT OF REPURCHASE/GOOD FAITH CONSTRUCTION REQUIRED.

**GRANTOR'S RIGHT TO REPURCHASE.** If, after the expiration of one (1) year from the date of execution of the first original, initial sale agreement for a specific Building Site within Lyons Business & Technology Park, any purchaser, or their assignee or successor in interest, shall not have begun, in good faith, the construction of an acceptable and approved building upon that Building Site, for the uses permitted hereunder, in compliance in all respects with the provisions hereof, pursuant to a construction contract or similar agreement calling for substantial completion of the building within two (2) years from the date good faith construction commences, Grantor may, at any time during the succeeding three (3) year period, at its option, require the purchaser, or its assignee or successor in interest, to reconvey to Grantor the Building Site, free and clear from all liens and encumbrances except these Protective Covenants, and at such time, Grantor shall refund to the purchaser, or its assignee or successor in interest, the original purchase price, and upon such payment, Grantor shall be entitled to enter into possession of said Building Site and any improvements thereon.

**REPURCHASE TERMS.** The aforementioned three (3) year period shall be measured from the one (1) year anniversary date of the execution of the first original, initial sale agreement for the Building Site. Grantor shall exercise its repurchase right by sending a written letter to that effect to the purchaser, or its assignee or successor in interest, certified mail, to the last known address of the purchaser, or its assignee or successor in interest, with closing of the repurchase to occur within ninety (90) days after the date the written notice is sent by Grantor. The purchaser, or its assignee or successor in interest, shall provide to Grantor an abstract of title, prior to closing, which abstract shall be updated at purchaser's expense, with any actions necessary to provide merchantable title to Grantor, within the meaning of the Iowa Land Title Standards promulgated by the Iowa State Bar Association, to be at the purchaser's, or its assignee's or successor's, costs, and with prorated real estate taxes, and all State transfer taxes, to date of closing, to be at the expense of purchaser, its assignee, or successor in interest, with each party to be responsible for their own legal expense. In addition, prior to closing, purchaser, or its assignee or successor in interest, shall provide to Grantor the required Declaration of Value Statement, and an acceptable Groundwater Hazard Statement, as well as the Affidavit of the chief executive officer of purchaser, or its assignee, or successor in interest, attesting that neither purchaser, nor its assignees or successors in interest, have done anything during their ownership of the Building Site to create any environmental hazards, hazardous waste, solid waste, or other pollution, contamination, or similar compromise of the Building Site, and that no enforcement action or notice by any State, Federal, or regulatory agency in any such regard has been initiated or received at any time

during their ownership. Conveyance to Grantor by purchaser, its assignee, or successor in interest, shall be by General Warranty Deed in the form prescribed by the Iowa State Bar Association, with an additional recital that such warranties also expressly include and indemnify against any claims for mechanic's liens which may, or could be, filed against the property as the result of activity prior to transfer of ownership to Grantor. Any such conveyance shall include all improvements on the Building Site to their extent of completion at the time of closing with no obligation upon purchaser, its assignee, or successor in interest, to complete any uncompleted structures, beyond satisfaction of any potential outstanding mechanic's liens claims.

**ABANDONMENT.** The issuance of a building permit by the City of Clinton, Iowa, and good faith commencement of construction, shall terminate this Right to Repurchase unless all substantial and material work stops on the building project for three (3) months, after which point the building project shall be deemed permanently abandoned, and Grantor's right to repurchase may be exercised on the terms set forth in the preceding paragraphs herein, regardless of any subsequent re-commencement of construction by purchaser, its assignees, or successors.

**AGREEMENT OF PURCHASERS.** All purchasers of any Building Site within Lyons Business & Technology Park, their assignees, and successors in interest, shall be deemed by the making of such purchase to have agreed to the provisions of this Article whether or not the provisions of this Article are included in, or are referred to in, any purchase contract, deed, agreement, or similar purchase documents.

## ARTICLE XI INSURANCE

### ASSOCIATION/GRANTOR INSURANCE.

- (A) The Association, as and when determined necessary by the Board, and acting through its Board or its duly authorized agent, shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable Improvements on and in the Common Area and other portions of the Areas of Common Responsibility for which it has responsibility for maintenance, repair, and/or replacement. If blanket "all-risk" coverage is not generally available at reasonable cost, fire, casualty, and extended coverage insurance, including coverage for vandalism and malicious mischief, shall be obtained. The face amount of the policy shall be sufficient to cover the full replacement cost of insured structures. Both the Association and Grantor shall be named insureds under such policy.

(B) The Association shall also obtain a comprehensive general liability policy covering the Common Areas and Areas of Common Responsibility, insuring the Grantor and Association and their members for all damage or injury caused by the negligence of the Grantor and the Association, any of their members, its employees, agents, or contractors acting on its behalf. If generally available at reasonable cost, the liability policy shall have at least a One Million and No/00 Dollar (\$1,000,000.00) combined single limit per occurrence and in the aggregate.

(C) Premiums for all insurance shall be expenses which shall be included as maintenance assessments under Article VII hereof. The policies may contain reasonable deductibles which shall not be subtracted from the face amount of the policy in determining whether the insurance meets the coverage requirements. In the event of an insured loss, the deductible shall be treated as an assessable expense in the same manner as premiums of the applicable insurance. However, if the Board reasonably determines, after notice and an opportunity to be heard, that the loss resulted from negligence or willful misconduct of one (1) or more Owners, the Board may assess the full amount of such deductible against such Owners and their lots.

(D) All insurance coverage obtained by the Board shall:

(1) be written with a company authorized to do business in Iowa;

(2) be written in the name of the Grantor and Association and their members;

(3) vest in the Board exclusive authority to adjust losses; provided that a Mortgagee having an interest in such losses may participate in any settlement negotiations;

(4) provide that it will not be added as contribution with insurance purchased by individual Owners, occupants or their Mortgagees;

(5) provide that a Certificate of Insurance will be furnished on behalf of the Grantor and Association to any member upon request;

(6) waive subrogation as to any claims against the Grantor's and Association's Board, officers, employees, and manager, the Owners, tenants and occupants of Building Sites, and their respective employees, servants, agents and guests.

(E) Any damage to the Common Area or other Areas of Common Responsibility shall be repaired or reconstructed with the insurance proceeds. If insurance proceeds are insufficient to pay for repairing or reconstructing the damage to the Common Area or other Areas of Common Responsibility, the Association may, during and following the completion of any repair or reconstruction, levy special assessments to pay for such repair or reconstruction.

**OWNERS INSURANCE.** By taking title to a Building Site subject to this Declaration, each Owner acknowledges that the Grantor and Association have no obligation to provide any insurance for any portion of the lots and Building Sites other than set forth above, and covenants and agrees with all other Owners and with the Grantor and the Association to carry blanket "all-risk" property insurance on its Building Site and structures constructed thereon and a comprehensive general liability policy covering damage or injury occurring on a Building Site. The property insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire, casualty, and extended coverage. Each Owner further covenants and agrees that in the event of damage to or destruction of structures on the Building Site, the Owner shall promptly repair or reconstruct the damaged structure in a manner consistent with the original construction or other plans and specifications approved under Article VIII.

## ARTICLE XII MISCELLANEOUS PROVISIONS

**DURATION OF PROTECTIVE COVENANTS.** Each of the conditions, covenants, indentures, restrictions and reservations herein contained shall continue and be binding upon the Grantor and upon its successors and assigns and upon each of them, and all parties and persons claiming under Grantor in perpetuity, provided that any time Grantor (even if no longer an Owner) and Owners possessing two-thirds (2/3) or more of the Association voting rights may, by written declaration signed and acknowledged by them and recorded in the Office of the Clinton County Recorder alter, amend, extend, supplement, add to, or terminate such restrictions, conditions, covenants and indentures. The Association is granted the right and authority to alter, amend, extend, supplement, add to or terminate all or part of these Protective Covenants, if such be authorized by these Protective Covenants or be required to comply with the rules of any governmental agency or law, whether Federal, state or local. No such amendment, modification, or change by either the Grantors/Owners or the Association shall reduce or modify

the obligations or rights granted to or imposed upon the Association with respect to maintenance of Common Area and Areas of Common Responsibility and the power to levy assessments therefore or to eliminate the requirement that there be an Association unless some persons or entity is substituted for the Association with their responsibilities and duties in a manner approved by three-quarter (3/4) vote of the Association.

**ENFORCEMENT.** These Protective Covenants herein set forth and the restrictions and conditions shall operate as covenants running with the land into whosoever hands the above-described Property, or any part thereof shall come, and shall be enforceable at the suit of any and every owner thereof or by the Grantor or the Association by a proper proceeding, either in equity or at law, and obtain an injunction, prohibitive or mandatory, to prevent the breach of or the enforcement or observance of the restrictions and conditions herein set forth. The failure of Grantor or the Association to enforce any of the restrictions herein set forth, at the time of violation, shall in no event be deemed to be a waiver of the right of the Grantor or the Association to do so as to any subsequent violation.


**INVALIDATION OF PART.** Invalidation of any of these Protective Covenants or any part thereof by judgments or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**CAPTIONS.** The captions, section numbers, and article numbers appearing in these Protective Covenants are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of these Protective Covenants nor in any way modify or affect these Protective Covenants.

**SUCCESSOR TO GRANTOR.** The Successor to the Grantor, for purposes of succeeding to all rights granted and reserved in this Declaration and in the Articles of Incorporation and Bylaws of the Association to the Grantor, shall be established by the written assignment of such rights executed by the Grantor, or by the then existing successors of the Grantor, to the successor, which Assignment shall be filed of record in the records of the Clinton County, Iowa Recorder.

EXHIBIT A:	LEGAL DESCRIPTION
EXHIBIT B:	ARTICLES OF INCORPORATION
EXHIBIT C:	BYLAWS
EXHIBIT D:	DESIGN STANDARDS

CLINTON BUSINESS PARK  
DEVELOPMENT CORPORATION

By:   
Stephen C. Schultz, President

Date: February 6, 2004





**RESOLUTION NO. 03-335**

**RESOLUTION: APPROVING THE FINAL PLAT OF LYONS BUSINESS & TECHNOLOGY PARK PHASE 1A**

**WHEREAS**, Clinton Business Park Development Corporation has filed the Final Plat of the said Lyons Business & Technology Park Phase 1A, which said Final Plat was approved, by resolution, by the City Plan Commission on the 22 day of September, 2003; and

**WHEREAS**, the Preliminary Plan of the said Lyons Business & Technology Park Phase 1A was approved, by resolution, by the City Plan Commission on the 22<sup>nd</sup> day of September, 2003; and

**WHEREAS**, it appears that all requirements of the Subdivision Ordinance of the City of Clinton, Iowa, have been complied with; and

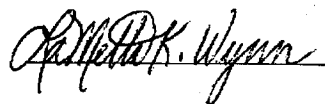
**WHEREAS**, the City Council of the City of Clinton, Iowa, has made due investigation and finds that said Final Plat conforms to the provisions of Chapter 354.6, 354.11 and 355.8 of the 1995 Code of Iowa;

**THEREFORE**,


**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLINTON, IOWA** that the Final Plat of Lyons Business & Technology Park Phase 1A in the City of Clinton, Iowa, be and the same is hereby approved; and

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk be and they are hereby authorized and directed to attach a certified copy of this resolution to said Plat for recording in the Office of the County Recorder of Clinton County, Iowa, by said subdivider; and

**BE IT FURTHER RESOLVED** that the approved Final Plat must be filed with the County Recorder of Clinton County within 30 days of the date of this resolution or approval of this Final Plat will be withdrawn.

 **MAYOR**

**ATTEST:**

  
**CITY CLERK**

**ADOPTED: September 23, 2003**

Prepared by Bonnie J. Hartman, Asst. City Clerk, P. O. Box 2958, Clinton IA 52733-2958; 319-242-7545

CERTIFICATE OF THE CITY CLERK

STATE OF IOWA        )  
                                  )     ss  
CLINTON COUNTY     )

The undersigned, Deborah K. Neels, City Clerk of the City of Clinton, Iowa, hereby certifies that the attached resolution is a full, true and correct copy of a resolution adopted by the Clinton, Iowa City Council at a regular meeting of the said City Council held in City Hall Council Chamber in the City of Clinton, Clinton County, Iowa, on the 23<sup>rd</sup> day of September, 2003, the subject of which is as follows: approving the Final Plat of Lyons Business & Technology Park Phase 1A in the City of Clinton, Iowa.



*Deborah K. Neels*  
Deborah K. Neels  
City Clerk

Subscribed and sworn to before me, a Notary Public in and for the State of Iowa by the said Deborah K. Neels, City Clerk-Treasurer of the City of Clinton, Iowa, this 7<sup>th</sup> day of October, 2003.



*Bonnie J. Hartman*  
Bonnie J. Hartman  
Notary Public

**RESOLUTION NO. 04-25**

**RESOLUTION: APPROVING THE FINAL PLAT OF LYONS BUSINESS & TECHNOLOGY PARK PHASE 1A**

**WHEREAS**, Clinton Business Park Development Corporation has filed the Final Plat of the said Lyons Business & Technology Park Phase 1A, which said Final Plat was approved, by resolution, by the City Plan Commission on the 22 day of September, 2003; and

**WHEREAS**, the Preliminary Plan of the said Lyons Business & Technology Park Phase 1A was approved, by resolution, by the City Plan Commission on the 22<sup>nd</sup> day of September, 2003; and

**WHEREAS**, it appears that all requirements of the Subdivision Ordinance of the City of Clinton, Iowa, have been complied with; and

**WHEREAS**, the City Council of the City of Clinton, Iowa, has made due investigation and finds that said Final Plat conforms to the provisions of Chapter 354.6, 354.11 and 355.8 of the 1995 Code of Iowa; and

**WHEREAS**, this resolution is necessary as the subdivider did not file this Final Plat within the time limit as specified in the original resolution, and added additional public utility easements on some lot lines;

**THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLINTON, IOWA** that the Final Plat of Lyons Business & Technology Park Phase 1A in the City of Clinton, Iowa, dated September 18, 2003, revised December 29, 2003, with additional public utility easements shown as the only revision, be and the same is hereby approved; and

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk be and they are hereby authorized and directed to attach a certified copy of this resolution to said Plat for recording in the Office of the County Recorder of Clinton County, Iowa, by said subdivider; and

**BE IT FURTHER RESOLVED** that the approved Final Plat must be filed with the County Recorder of Clinton County within 60 days of the date of this resolution or approval of this Final Plat will be withdrawn.

**ATTEST:**

*Robert K. Heide*  
**CITY CLERK**

*Robert K. Wynn* **MAYOR**

**ADOPTED: January 27, 2004**

Prepared By:

Stephen D. Haufe                      408 South Second Street                      Clinton                      242-1832

STATE OF IOWA                      ]

] ss:

CLINTON COUNTY                      ]

CERTIFICATE OF COUNTY  
AUDITOR, CHAPTER 354.18  
CODE OF IOWA

I, Charles <sup>A.</sup> Sheridan, Clinton County Auditor, hereby do certify that a copy of the Plat of Lyons Business & Technology Park Phase 1A Subdivision, in the City of Clinton, Iowa, dated September 18, 2003, revised December 29, 2003, was filed in my office this 6<sup>th</sup> day of February, 2004.



*Charles A. Sheridan*

Charles <sup>A.</sup> Sheridan  
Clinton County Auditor

Subscribed to and sworn to before me by the said Charles <sup>A.</sup> Sheridan,  
Clinton County Auditor, this 6 day of February, 2004, in Clinton, Iowa.

*[Signature]*  
\_\_\_\_\_  
Notary Public



Prepared By:

Stephen D. Haufe

408 South Second Street

Clinton

242-1832

STATE OF IOWA

]

CERTIFICATE OF COUNTY

] ss:

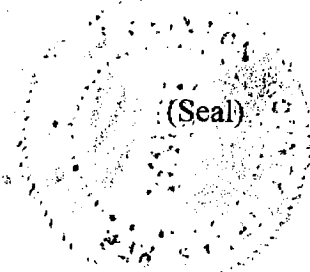
TREASURER, CHAPTER 354.11

CLINTON COUNTY

]

CODE OF IOWA

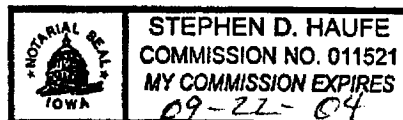
I, Rhonda McIntyre, Clinton County Treasurer, hereby do certify that the real estate laid out and platted as shown on the Plat of Lyons Business & Technology Park Phase 1A Subdivision, in the City of Clinton, Iowa, dated September 18, 2003, revised December 29, 2003, is free from certified taxes and certified special assessments, as shown by the records of my office, all as of the date undersigned.



*Rhonda McIntyre*  
Rhonda McIntyre, Clinton County  
Treasurer

Subscribed to and sworn to before me by the said Rhonda McIntyre, Clinton County Treasurer, this 6 day of February, 2004, in Clinton, Iowa.

*SDH*  
Notary Public





Prepared By:

Stephen D. Haufe      408 South Second Street      Clinton      242-1832

February 6, 2004

TO WHOM IT MAY CONCERN:      OPINION OF  
EXAMINING ATTORNEY

Pursuant to Chapter 354.11, Code of Iowa, I state that I am an attorney-at-law currently licensed in the State of Iowa, and that I have examined the Abstract of Title to the real property located in Clinton, Clinton County, Iowa, more particularly described on Exhibit "A" attached to this opinion and incorporated herein by this reference.

Basing my opinion on said abstract, I do state that in my opinion, a good, merchantable title, in fee simple, within the meaning of the Iowa Land Title Standards promulgated by the Iowa State Bar Association, and within the meaning of Iowa law, free from all liens and encumbrances, to the above-described real property, was, as of the above date, and as of the time of recording of the Plat of the Lyons Business & Technology Park Phase 1A Subdivision with the Clinton County, Iowa Recorder, vested in Clinton Business Park Development Corporation, an Iowa nonprofit corporation, pursuant to the Warranty Deed recorded June 3, 2003, as Clinton County, Iowa Recorder Instrument No. 6447-03.

FREY, HAUFE & CURRENT, P.L.C.

BY: 

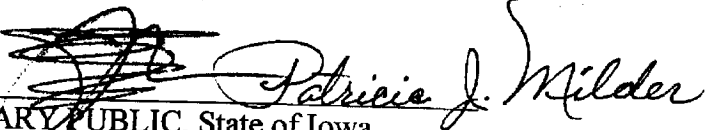
Stephen D. Haufe

Title Guaranty Member No. 2112

Attorneys for Clinton Business Park  
Development Corporation

STATE OF IOWA            ]  
                                  ] ss:  
CLINTON COUNTY         ]

On this 6 day of February, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stephen D. Haufe, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Iowa

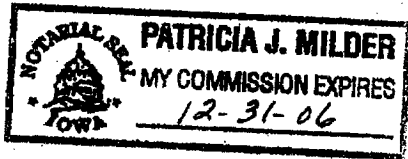


EXHIBIT "A"

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 82 NORTH, RANGE 6 EAST OF THE 5th P.M., WITHIN THE CITY OF CLINTON, CLINTON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A LIMESTONE MARKING THE CENTER OF SAID SECTION 36; THENCE NORTH 89°42'37" WEST, ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER OF SECTION 36, A DISTANCE OF 1011.22 FEET TO A 1/2" ROUND IRON ROD STAKE ON THE SOUTHERLY RIGHT OF WAY OF MILL CREEK PARKWAY (PER WARRANTY DEED AT INSTRUMENT NUMBER 3953-99) IN SAID CITY OF CLINTON; THENCE NORTH 32°02'04" WEST, ALONG THE SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 62.61 FEET TO A P.K. SPIKE IN TOP OF A WOOD GATE POST; THENCE NORTH 59°40'14" EAST, ALONG THE LAST NAMED COURSE, A DISTANCE OF 511.01 FEET TO A 1/2" ROUND IRON ROD STAKE; THENCE NORTH 54°27'12" EAST, ALONG THE LAST NAMED COURSE, A DISTANCE OF 468.87 FEET TO A 3/4" ROUND IRON ROD STAKE; THENCE NORTH 69°15'54" EAST, ALONG THE LAST NAMED COURSE, A DISTANCE OF 241.94 FEET TO THE EAST LINE OF THE SAID NORTHWEST QUARTER OF SECTION 36; THENCE SOUTH 00°22'32" WEST, ALONG THE SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 36, A DISTANCE OF 674.50 FEET TO THE POINT OF BEGINNING. CONTAINING ±9.022 ACRES.

AND

A PART OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER AND A PART OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 82 NORTH, RANGE 6 EAST OF THE 5th P.M., WITHIN THE CITY OF CLINTON, CLINTON COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS: COMMENCING AS A POINT OF REFERENCE AT A LIMESTONE MARKING THE CENTER OF SAID SECTION 36; THENCE NORTH 00°22'32" EAST, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER OF SECTION 36, A DISTANCE OF 995.13 FEET TO A 1/2" ROUND IRON ROD STAKE ON THE NORTHERLY RIGHT OF WAY OF MILL CREEK PARKWAY (PER WARRANTY DEED AT INSTRUMENT NUMBER 3953-99) IN SAID CITY OF CLINTON; THENCE SOUTH 55°41'05" WEST, ALONG THE SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 155.80 FEET TO A 3/4" ROUND IRON ROD STAKE MARKING THE POINT OF BEGINNING FOR THE LAND HEREIN INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 55°41'05" WEST, ALONG THE LAST NAMED COURSE, A DISTANCE OF 179.55 FEET TO A 1/2" ROUND IRON ROD STAKE; THENCE SOUTH 58°58'12" WEST, ALONG THE LAST NAMED COURSE, A DISTANCE OF 788.37 FEET TO A 1/2" ROUND IRON ROD STAKE; THENCE NORTH 31°27'11" WEST, A DISTANCE OF 780.89 FEET TO A 3/4" ROUND IRON ROD STAKE; THENCE NORTHEASTERLY, ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 535.00 FEET, AN ARC LENGTH OF 161.53 FEET TO A 1/2" ROUND IRON ROD STAKE, CHORD OF THE LAST NAMED CURVE BEARS NORTH 88°36'55" EAST, A CHORD DISTANCE OF 160.92 FEET; THENCE NORTH 57°57'57" EAST, A DISTANCE OF 800.64 FEET TO A 1/2" ROUND IRON ROD STAKE; THENCE SOUTH 32°02'03" EAST, A DISTANCE OF 763.33 FEET TO THE POINT OF BEGINNING. CONTAINING ±16.939 ACRES.

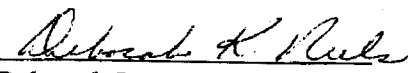
THE ABOVE TRACTS ARE THE SAME AS PARCEL A AND PARCEL B, RESPECTIVELY, SET FORTH ON THE PLAT OF SURVEY DATED FEBRUARY 7, 2003, RECORDED FEBRUARY 25, 2003, AS CLINTON COUNTY, IOWA RECORDER INSTRUMENT NO. 1902-03; AND SET FORTH ON THE PLAT OF SURVEY DATED FEBRUARY 7, 2003, RECORDED MARCH 5, 2003, AS CLINTON COUNTY, IOWA RECORDER INSTRUMENT NO. 2257-03.

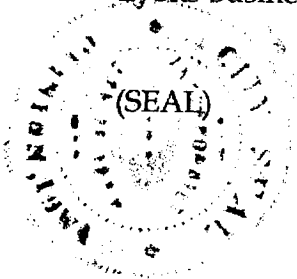
Prepared by Bonnie J. Hartman, Asst. City Clerk, P. O. Box 2958, Clinton IA 52733-2958; 319-242-7545

CERTIFICATE OF THE CITY CLERK

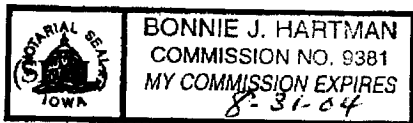
STATE OF IOWA        )  
                                  )  
CLINTON COUNTY     )     ss

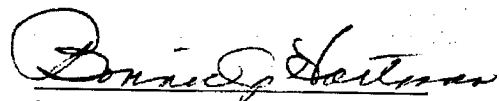
The undersigned, Deborah K. Neels, City Clerk of the City of Clinton, Iowa, hereby certifies that the attached resolution is a full, true and correct copy of a resolution adopted by the Clinton, Iowa City Council at a regular meeting of the said City Council held in City Hall Council Chamber in the City of Clinton, Clinton County, Iowa, on the 27<sup>th</sup> day of January, 2004, the subject of which is as follows: approving the Final Plat of Lyons Business & Technology Park Phase 1A, in the City of Clinton, Iowa.

  
Deborah K. Neels  
City Clerk



Subscribed and sworn to before me, a Notary Public in and for the State of Iowa by the said Deborah K. Neels, City Clerk-Treasurer of the City of Clinton, Iowa, this 28<sup>th</sup> day of January, 2004.



  
Bonnie J. Hartman  
Notary Public