

Warren County, Iowa
Recorded: 11/7/2019 at 3:20:53.0 PM
Polly J. Glascock RECORDER
Number: 2019-09216
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:

Prepared by & return to: Jake Oeth, Hogan Law Office, 3101 Ingersoll Ave., Ste. 103, Des Moines, IA 50312 (515) 279-9059

PRIVATE LANDSCAPE BUFFER EASEMENT

KNOW TO ALL PERSONS BY THESE PRESENTS that the undersigned, **DILIGENT BLOOMING HEIGHTS, LLC**, an Iowa limited liability company, and **GROUND BREAKER HOMES, LLC**, an Iowa limited liability company, (collectively "Grantor"), each an owner of a portion of the Easement Area hereinafter described for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby establish and create a permanent and perpetual landscape buffer easement (the "Easement") and right-of-way under, over, on, through, across and within the real property described as follows:

The East 25 feet of Lots 1, 8, and 9 in Blooming Heights, an Official Plat in the City of Norwalk, Warren County, Iowa

(the "Easement Area"), for the purpose of locating a landscaped buffer area upon the Easement Area and thereafter to allow the **BLOOMING HEIGHTS HOMEOWNERS' ASSOCIATION**, an Iowa non-profit corporation (the "Association") established under that certain Declaration of Residential Covenants, Conditions and Restrictions for Blooming Heights recorded September 1, 2017 as Instrument #2017-07512 in the office of the Recorder for Warren County, Iowa, to use, inspect, repair, replace, enlarge, improve, grade, and maintain the landscaping improvements together with all necessary appurtenances relating thereto within the Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **EASEMENT ENHANCEMENT.** This Easement shall be enhanced by the use of landscape plantings such as trees and shrubs based upon the determination that such landscape plantings enhance the purpose or function of the Easement Area as open space and buffering. The landscape plantings shall be installed and maintained in substantial compliance with the buffer landscaping plan approved by the City of Norwalk.
2. **OBSTRUCTIONS PROHIBITED.** No fence, building, structure or other obstruction shall be erected or permitted upon or within the Easement Area which might reasonably be expected to obstruct or impair usage of the Easement Area for its intended purpose.
3. **CHANGE IN GRADE PROHIBITED.** Grantor covenants and agrees that the

Association shall be responsible to keep and maintain the grading, elevations and contour of the Easement Area. No change of the grade, elevation or contour of any part of the Easement Area shall be permitted.

4. **MAINTENANCE.** Grantor covenants and agrees that the Association shall be responsible to maintain the Easement Area and the landscape plantings thereon in substantial compliance with the buffer landscaping plan approved by the City. Such maintenance shall include, but is not limited to, mowing, general trimming and/or treatment to minimize the effects of disease, pests or minor damage by wind, lightning or other natural forces, and replacement of damaged, diseased, decaying and dead trees, shrubs and other plantings, control of weed growth and/or use of preventative pesticides to control infestation of weeds and insects and general policing of the Easement Area to maintain the Easement Area free from debris, trash and other unnatural articles.
5. **RIGHT OF ACCESS.** The Association shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement from property adjacent thereto as herein described, including, but not limited to, the right to remove any unauthorized structures, obstructions and plantings placed or erected in the Easement Area and the right to improve, repair and maintain the Easement in whatever manner necessary and consistent with its purpose.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the Association, its employees or agents, the Association shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the Association's exercise of its rights herein granted.
7. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and Grantor's heirs, successors and assigns.

Grantor does hereby covenant that Grantor holds the real property described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey this Easement; and that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whatsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated November 7, 2019.

GRANTOR:

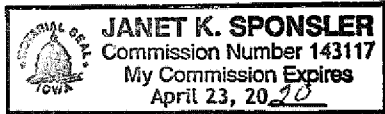
DILIGENT BLOOMING HEIGHTS, LLC,
an Iowa limited liability company

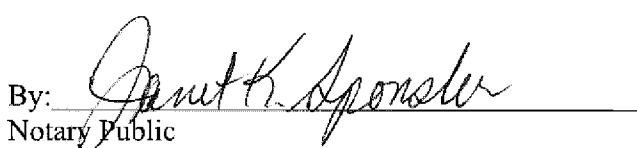
By: Diligent Development Group, LLC, an Iowa
limited liability company, its Manager

By: 
David A. Brown, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on November 7, 2019, by David A. Brown, as Manager of Diligent Development Group, LLC the Manager of Diligent Blooming Heights, LLC.



By: 
Notary Public

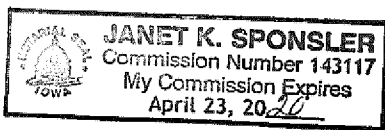
GRANTOR:

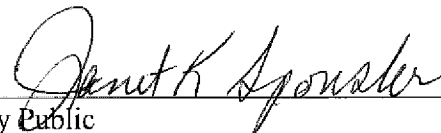
GROUND BREAKER HOMES, LLC,
an Iowa limited liability company

By: 
Steve Bruere, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on November 7, 2019, by Steve Bruere
Manager of Ground Breaker Homes LLC.



By: 
Notary Public