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**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BLOOMING HEIGHTS SOUTH**

THIS DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLOOMING HEIGHTS SOUTH (this "Declaration") is dated October 30, 2020 and made by **HUGHES FARM DEVELOPMENT NORWALK, LLC**, an Iowa limited liability company ("Declarant") as owner and developer of certain real property legally described as follows the ("Property"):

Lots 1 - 34 and Outlot 'Z' in Blooming Heights South Plat 1, an Official Plat in Norwalk, Warren County, Iowa.

WHEREAS, Declarant desires to establish and place certain residential covenants, conditions and restrictions upon the Property, to reserve certain easements for the benefit of the Property and each Owner thereof, and to provide for an association to own, operate and maintain common amenities with authority to levy assessments necessary to operate, manage, maintain and administer services relating thereto.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

Section 1. "Additional Land" shall mean and refer to any land annexed and subjected to this Declaration.

Section 2. "Amended Declaration" shall mean and refer to a separate instrument

filed of record with the County Recorder that annexes and subjects Additional Land to this Declaration and may grant additional covenants, conditions, restrictions and easements as to such Additional Land, or otherwise makes amendments to this Declaration.

Section 3. "Association" shall mean and refer to **Blooming Heights South Homeowners Association**, a non-profit corporation organized pursuant to Chapter 504 of the Code of Iowa, as amended.

Section 4. "Association Responsibility Elements" shall mean and refer to any improvement, easement or feature whether or not fully or partially located upon any Lot, Common Area, or offsite of the Property for which the Association is obligated to maintain for the common use and benefit of the Owners, including, but not limited to, the following:

- (i) Monument entrance sign and any landscape plantings and materials surrounding the entrance sign.
- (ii) Landscape plantings and materials installed for buffering along 50th Avenue.
- (iii) Private sanitary and storm sewer easements located within the Property as shown on the Plat.
- (iv) Easements granted to the Association by any document filed in the records of the County Recorder requiring maintenance by the Association.
- (v) Common Area.
- (vi) Storm Water Detention Facilities.

Section 5. "Blooming Heights South PUD" shall mean and refer to the Blooming Heights South Planned Unit Development established by City Ordinance 19-15 filed with the County Recorder on November 7, 2019 as Instrument No. 2019-09198, as the same may be amended from time to time, which provides for regulation of the development of the Property. Declarant reserves the right, in its discretion from time to time, to change, amend or otherwise revise any conceptual master plan for the Blooming Heights South PUD, and to develop or not to develop any unimproved real or personal property as may be shown on any such plan for the Blooming Heights South PUD.

Section 6. "Board of Directors" shall mean and refer to the members of the Board of Directors of the Association duly appointed by Declarant or elected by the Members in accordance with this Declaration or the Bylaws.

Section 7. "Bylaws" shall mean and refer to the Bylaws of the Association adopted by the Board of Directors, as the same may be amended from time to time.

Section 8. "City" shall mean and refer to the city of Norwalk located in Warren County, Iowa.

Section 9. "Common Area" shall mean and refer to any real property within the Property to which the Association holds title, together with any improvements thereon for the common use, enjoyment and benefit of the Owners. The term shall include Outlot 'Z' of Blooming Heights South Plat 1.

Section 10. "Control Period" shall mean and refer to the period commencing on the date this Declaration is filed of record with the County Reorder and terminating at such time as Declarant no longer has any interest in the Lots, during which period Declarant reserves the right to amend this Declaration, to have sole voting control and authority with respect to the Association and Board of Directors, to create, dedicate and maintain easements, and to exercise any and all other rights and privileges under this Declaration and the Bylaws.

Section 11. "County Recorder" shall mean and refer to the office of the Recorder for Warren County, Iowa.

Section 12. "Declarant" shall mean and refer to **Hughes Farm Development Norwalk, LLC**, an Iowa limited liability company, and any successors and assigns acquiring all of Declarant's ownership interest in the Property for purposes of development or improvement and who is specifically designated as the successor Declarant in an instrument executed by the immediately preceding Declarant filed of record with the County Recorder.

Section 13. "Declaration" shall mean and refer to this Declaration of Residential Covenants, Conditions and Restrictions for Blooming Heights South to which the Property is subject, as the same may be amended from time to time.

Section 14. "Lot" shall mean and refer to any individual numbered parcel of land within the Plat which is platted for a single dwelling and such additional numbered Lots as may hereafter be annexed and subjected to this Declaration.

Section 15. "Member" shall mean and refer to those Persons entitled to membership in the Association as provided in this Declaration.

Section 16. "Outbuilding" shall mean and refer to an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.

Section 17. "Owner" shall mean and refer to the record owner, whether one or more Persons of the legal or equitable title to any Lot, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the Lot by provision or operation of law. A vendee in possession under a recorded contract of sale of any Lot shall be deemed the Owner instead of the contract seller.

Section 18. "Person" shall mean and refer to an individual, corporation, partnership, limited liability company, association, estate, trust, or other legally recognized form of entity, or fiduciary acting on behalf of another individual or any other legal entity.

Section 19. "Plans" shall mean and refer to the site plans and building specifications containing the drawings, specifications and other documents from which the dwellings and other improvements and appurtenances thereto within a Lot are to be located, constructed, altered, demolished or removed which may include such details as workmanship, design, materials, products, type of construction, external details, color scheme, elevation, site grade, paving, landscaping, fencing, roofing, solar system, sidewalk, driveway and other similar matters.

Section 20. "Plat" shall mean and refer to the official subdivision plat of the Property filed of record with the County Recorder, including any subsequent subdivision plats for the purpose of annexing Additional Land to this Declaration.

Section 21. "Property" shall mean and refer to all real property subject to this Declaration as set forth on Page 1 together with such Additional Land when annexed and subjected to this Declaration by an Amended Declaration.

Section 22. "Storm Water Detention Facilities" shall mean and refer to the common storm water detention basins and all pipes, inlets and outlets appurtenant thereto located on or off-site of the Property for the common use and benefit of the Owners for which the Association is obligated to maintain.

Words and phrases in this Declaration, including the acknowledgement, shall be construed as in the singular or plural number, unless the context permits only one such number.

Words defined elsewhere in this Declaration shall have that meaning throughout the Declaration and not just in the Section in which such word is defined, unless the definition expressly states otherwise. Declarant shall have the final decision as to the meaning of any defined word or undefined term used in this Declaration.

ARTICLE II DESIGNATION OF USE

Section 1. Designation of Use. All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

Section 2. Marketing of Lots. Declarant reserves the right to use any of its Lots as models and to sell, assign, or conduct other business in connection with the construction and development of the Property from any of such Lots prior to their being sold. This reservation of

right or privilege in Declarant includes, but is not limited to, the right to maintain model homes, maintain an office, staff the office with employees, display signs, and show any of its Lots then unsold. Neither the Owners nor the Association nor the use of the Common Area shall interfere with the construction of improvements and sale of the Lots by Declarant. Declarant retains the right to be considered an Owner of any Lot that remains unsold.

ARTICLE III ARCHITECTURAL REVIEW

Section 1. Architectural Review. No improvement or appurtenances thereto, except as originally installed or constructed by or on behalf of Declarant, shall be commenced, erected, altered, maintained or permitted to remain upon any Lot, nor shall any addition to or change or alteration thereof be made until Plans have been submitted to and approved by Declarant. Declarant shall, within thirty (30) days from the date of submittal of the Plans, deliver to the Owner written approval of or rejection of or required changes to the Plans. Any deviation in construction from the approved Plans or the surrounding area shall be corrected at the expense of the Lot Owner. Declarant shall have sole discretion and final authority to determine compliance with the design criteria standards and procedures established under this Declaration. The intent of this provision is to ensure that structures are developed in reasonable harmony within the Property and that the covenants, restrictions, conditions and easements contained in this Declaration are met in connection with such development.

ARTICLE IV DESIGN CRITERIA, STANDARDS AND CONSTRUCTION

Section 1. Building Types. No building or structure shall be constructed, altered or maintained on any Lot other than the dwelling or replacement thereof. No building or structure of any kind shall be moved onto any Lot. The construction of any building or structure on any Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/or off-site modular or panelized construction.

Section 2 Temporary Structures. No temporary building or structure shall be built or maintained on any Lot. No Outbuilding, trailer, camper, motor home, watercraft, basement, tent, shack, shed, garage, barn, outhouse, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 3. Outbuildings and Accessory Structures. Each Lot may have no more than one (1) customary and traditional accessory structure or Outbuilding such as a tool shed, garden house, in-ground swimming pool with pool house, tennis court and the like. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Any trash receptacle and dog kennel or run shall be properly screened by a privacy fence or shrubbery. Any dog kennels or runs, swimming pools, tennis courts, Outbuildings and improvements shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within twenty (20) feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plat as recorded,

whichever is the more restrictive.

Section 4. Building Area and Design. No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements.

- A. One and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 2,000 square feet; ranch or one-story dwellings must have a finished area of not less than 1,500 square feet.
- B. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.
- C. In the computation of floor area, the same shall not include any porches, breezeways, or attached or built-in garages.
- D. All dwellings must be constructed using vinyl siding, hardboard siding by LP SmartSide or cement board siding by James Hardie or other brands approved by Declarant as being acceptable exterior siding.
- E. All exterior painted portions of any dwelling, garage or Outbuilding shall be finished with one of the colors approved by Declarant as being acceptable exterior color. All exterior painted portions of dwellings that are repainted shall be repainted in one of such colors.
- F. Decks must be constructed from cedar, redwood, treated lumber or other material approved by Declarant. All decks shall be kept in good repair and attractive appearance.
- G. All roof material shall be CertainTeed brand in earth tone colors or shingle of equal color, quality and appearance thereto or other brands approved Declarant as being acceptable roofing material and color.
- H. All Outbuildings and dog houses shall be consistent in external appearance, color and building material as the dwelling constructed upon the Lot.

Section 5. Construction Schedule. The dwelling on each respective Lot shall be under construction within twelve (12) months from the date of conveyance of such Lot by Declarant and completed within twelve (12) months of the commencement date of construction. Within ninety (90) days of completion of the dwelling upon a Lot, all paving, Outbuildings, landscaping and sod shall be completely constructed, installed, planted and finished. If weather conditions make this requirement impossible to meet within the ninety (90) days, Declarant shall establish a reasonable period of time for compliance.

Section 6. Utilities. All utility connection facilities and services shall be underground. Ground-mounted mechanical or utility units and similar apparatus shall be screened from view by landscaping or fencing.

Section 7. Sod. All portions of the Lot shall be fully seeded or sodded, except in preservation or conservancy areas and where the topography or creek slopes or tree cover do not permit. In such event, the balance of the Lot shall be left in natural vegetation.

Section 8. Garages and Driveways. All dwellings shall have a minimum of a two-car attached garage. All dwellings shall have a driveway of not less than 16 feet in width and running from city street to the garage. Detached garages are strictly prohibited.

Section 9. Fences. All fences shall be either wood, black vinyl coated chain link, or PVC vinyl. Except for animal runs, no chain link fence shall be permitted unless it is black vinyl coated. All fence boards, fabric and screening material shall be mounted on the exterior face of the fence posts or fence framing. All components of the fence, including posts, framing and screening shall be of matching material and color. No fences may be built or maintained within the front building setback areas as shown on the Plat and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. All fences shall be kept in good repair and attractive appearance. No fences may be built or maintained on any Lot prior to commencement of construction of the single-family dwelling and issuance of an occupancy permit.

Section 10. Security Lights. Security or decorative lighting for driveways, parking and other areas shall be designed, located and directed in a manner which will avoid direct lighting onto adjoining Lots.

Section 12. Towers and Antennas. No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground or on structures. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling on a Lot shall be permitted for the cable from such exterior tower, antenna or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground or on structures.

Section 13. Mailboxes. Neighborhood mailbox cluster units shall be installed according to United States Postal Service regulations. The Lot Owner on which such mailbox is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox by the mail carrier and other Owners. Individual mailboxes installed by a Lot Owner are strictly prohibited.

ARTICLE V
STORM WATER DISCHARGE PERMITTING REQUIREMENTS

Section 1. Erosion Control. The Owner and/or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, heirs and/or building contractors, shall take all necessary precautions to prevent, stabilize and control erosion within its Lot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot. In the event of any occurrence of soil erosion, the Owner and/or occupant of the Lot shall, jointly and severally, promptly clean up all eroded sediment and restore all affected areas to their original condition.

Section 2. Storm Water Discharge Permit. Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

Section 3. Indemnity. During the ownership of the Lot, the Owner shall protect, defend, indemnify and hold the Declarant, the Association and the other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

ARTICLE VI
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment hereunder. Ownership of a Lot shall be the sole qualification for membership. When more than one Person holds an interest in any Lot, all such Persons shall be Members.

Section 2. Voting. There shall be appurtenant to each Lot one vote in the Association. When more than one Person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Declarant as Sole Voting Member. Notwithstanding any other provision of this Declaration, Declarant during the Control Period shall be the sole voting Member of the Association unless Declarant waives, in writing, its right to be the sole voting Member. Declarant shall have the right to cast all votes as it deems appropriate.

Section 4. Board of Directors. During the Control Period, Declarant shall have the right to name all members of the Board of Directors or it may elect to act as the Board of Directors in the place of the Directors. Thereafter the Members entitled to vote shall elect a Board of Directors as prescribed by the Bylaws. In addition to any right, power or privilege authorized hereinafter, the Board of Directors shall manage the affairs and business of the Association.

Section 5. Suspension of Voting Rights. The Board of Directors shall suspend the voting rights of a Member for any period during which any assessment hereunder against such Member's Lot remains unpaid.

Section 6. Duration. No dissolution of the Association shall occur unless another association or equivalent entity has been created to succeed to the duties and responsibilities of the Association under this Declaration.

ARTICLE VII ASSOCIATION AUTHORITY AND MAINTENANCE OBLIGATIONS

Section 1. Association Authority. The Association, through its Board of Directors, shall have the right, power and authority to provide for the enforcement of this Declaration; to have sole control and jurisdiction over the Association Responsibility Elements; to be responsible to operate, maintain and keep the same in good repair and condition; to establish, levy, collect and have jurisdiction, control and possession of assessments as hereinafter provided; to enter into any contract, easement, lease, license or other agreement as hereinafter provided; and to otherwise establish such rules and regulations governing the Association Responsibility Elements.

Section 2. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws or by applicable law, all rights and powers of the Association may be exercised by the Board of Directors at its discretion without a vote of the Members.

Section 3. Control of Association. Notwithstanding anything to the contrary provided in this Declaration, during the Control Period Declarant shall have sole voting control and authority to exercise any right or privilege granted or delegated to the Association or its Board of Directors under this Declaration or the Bylaws. At the end of the Control Period, all such voting control and authority shall automatically transfer to the Members and the Association, as applicable. Each Owner by acceptance of a deed shall be deemed to have released Declarant from all claims with respect to actions taken or not taken while Declarant controls the Association.

Section 4. Personal Liability. No member of the Board of Directors, no officer, manager, agent or other employee of the Association shall be personally liable to any Member or any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board of Directors, and any officer, manager or other employee of the Association; provided, however, the limitations

set forth in this Section shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

Section 5. Managing Agent. Declarant or the Association shall have the right and authority to enter into a contract for the professional management and operation of the Association, and the management fee thereof shall become a part of the annual assessment. In the event Declarant or the Association shall delegate any or all of its duties, obligations or responsibilities to a managing agent, neither Declarant, the Association, nor the Owners shall be liable for any omission or improper exercise by the managing agent of any such duty, obligation or responsibility so delegated.

Section 6. Contracts and Agreements. Declarant or the Association may enter into any contract, easement, lease, license or other agreement, and engage the services of and discharge any managing agent, manager, independent contractor, accounting, legal or engineering professionals or other employee as may be necessary or desirable to carry out the provisions of this Declaration. Declarant or the Board of Directors, in its sole discretion, shall determine the duties and compensation of all such Persons so employed.

Section 7. Ownership of Common Area. The Association shall be the owner of the Common Area and shall timely pay all real estate taxes and assessments levied against the Common Area by any public authority, and the pro rata cost thereof shall become a part of the annual assessment. Declarant hereby covenants for itself, and its successors and assigns, that it shall convey to the Association the fee title to the Common Area, subject to covenants, easements, conditions and restrictions whether or not of record or created by this Declaration or granted to any public authority. The Common Area shall not be conveyed or transferred by the Association without the prior approval of the City.

Section 8. Owners' Easement of Enjoyment in the Common Area. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of Declarant or the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for utility purposes. Upon transfer of fee title to the Common Area to the Association, no such dedication or transfer shall be effective unless an instrument filed of record by the Association with the County Recorder consenting to such dedication or transfer has been authorized by seventy-five percent (75%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 9. Use of Common Area. The Common Area shall be used strictly in accordance with the provisions of this Declaration. No Owner shall obstruct or interfere whatever with the rights and privileges of the other Owners, Declarant or the Association in the Common Area. Nothing shall be planted in, altered in, constructed in, or removed from the Common Area, except upon written consent of the Board of Directors.

Section 10. Restricted Access to Storm Water Detention Facilities. The Storm Water Detention Facilities are intended to be used to control surface water drainage and storm water

detention needs of the Property only and are not for recreational purposes. Any recreational or unauthorized use is strictly prohibited, except for fishing from the shoreline of the Storm Water Detention Facilities located upon Outlot 'Z' of Blooming Heights South Plat 1, provided, however, that such fishing shall be limited to the Owners of the Property and their guests. The general public is not permitted access to the Storm Water Detention Facilities without being accompanied by and under the supervision of an Owner.

Section 11. Maintenance by Owner. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, rubbish, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the dwelling and all other accessory structures and improvements upon the Owner's Lot.

Section 12. Maintenance by Association. The Association shall provide or contract for services on behalf of the Owners for operation, improvement, maintenance, repair, reconstruction, restoration, replacement and removal of the Association Responsibility Elements. The Association shall perform all such maintenance in a good and workmanlike manner in accordance with all applicable laws, rules, ordinances, codes and regulations.

Section 13. Maintenance of Entrance Sign. Declarant reserves unto itself during the Control Period, and thereafter reserves and grants to the Owners by and through the Association, the right and easement to erect and maintain a permanent entrance monument sign. The Association, at its expense, shall perform all services on behalf of the Owners for maintenance and repair of the monument sign and all elements relating thereto to keep the same in good repair and condition.

Section 14. Maintenance of Storm Water Detention Facilities. Declarant shall be responsible only for the initial installation and construction of the Storm Water Detention Facilities. Upon completion of the initial construction, the Association, at its expense, shall perform all services on behalf of the Owners for maintenance of the Storm Water Detention Facilities. Such maintenance obligations shall include, but are not limited to, reconstruction, repair, replacement, inspection, grading, dredging, mowing, replacement of permitted vegetation, removal of trash, litter, debris and obstructions to the flow of surface water and any other duties required to be performed for maintenance under any storm water management agreement on file with the City.

Section 15. Assessment for Maintenance Services. All charges incurred for maintenance services provided or contracted for on behalf of the Owners by Declarant or the Association as needed in connection with the operation, maintenance and repair of the Association Responsibility Elements shall be paid by the Association and the costs of the same shall become a part of the annual assessment.

Section 16. Access for Maintenance Services. Declarant and the Association and their agents, employees and contractors shall have the right of reasonable access for ingress and egress

over, across or through the Property for the purpose of performing their maintenance obligations, provided such entry shall be made with as little inconvenience to the Owners as practicable.

Section 17. Responsibility for Willful or Negligent Acts. No Owner shall obstruct or interfere whatever with the duties and responsibilities of Declarant or the Association to perform their maintenance obligations as set forth herein. An Owner shall be liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by any intentional, willful, negligent or careless act of such Owner, or by that of family, guests, tenants or licensees of such Owner. Any such expense shall be a special assessment upon the Lot of such Owner and shall become due and payable upon demand.

Section 18. Liability Insurance. The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, its agents and employees, the Owners and all other Persons entitled to use the Association Responsibility Elements. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to, worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf to the Association. Each Owner shall be deemed to have delegated to the Board of Directors the Owner's right to adjust with the insurance companies all losses under policies purchased by the Association. The policy shall provide that it may not be cancelled or substantially modified without prior written notice to any and all insureds named thereon, including the Association.

Section 19. Annual Review of Policies. The Board of Directors shall review at least annually all insurance policies acquired by the Association for the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

Section 20. Assessment for Insurance. The premiums for the insurance hereinabove described shall be paid by the Association and the pro rata cost thereof shall become a part of the annual assessment.

Section 21. Indemnification by Association. The Association hereby indemnifies and saves the Owners harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from personal injury, death or property damage and occurring on or from the maintenance of the Association Responsibility Elements, except if caused by the act or negligence of the Owner or by that of family, guests, tenants or licensees of such Owner.

Section 22. Indemnification by Owner. Each Owner hereby agrees to indemnify, defend and hold harmless the Declarant, the other Owners, the Association and their agents,

employees, contractors, heirs, administrators, successors and assigns, from and against any and all liability, claims, damages, expenses (including reasonable attorney fees and reasonable attorney fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any individual, or damage to or destruction of any property caused by the condition of or in connection with accidents in the Common Area or relating to the Association Responsibility Elements out of the performance of any of the obligations set forth in this Declaration, except to the extent caused by the negligent or willful act or omission of the indemnified parties hereto.

ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant for each Lot hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments and (2) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late fees, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the joint and several personal obligation of each Person who was the Owner of the Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by such successor.

Section 2. 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, maintenance obligations of the Association as provided in this Declaration; payment of insurance premiums, real estate taxes and special assessments associated with the Common Area, fees and costs payable to a professional management firm, an accounting firm and an attorney in connection with the operation of the Association as well as the defense or prosecution of any legal action, and for other purposes specifically provided herein. All costs and expenses associated with the foregoing shall be allocated among all Lots as part of the annual assessment.

Section 3. Maximum Annual Assessment. The Board of Directors shall establish the maximum annual assessment to be assessed against each Lot, which assessment shall include a pro rata portion of the amount of real estate taxes, special assessments and insurance premiums payable by the Association. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of the increase in the annual assessment, special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto.

Section 4. Reserve Fund. A portion of such annual assessment shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the maintenance obligations required of the Association. Notwithstanding the

foregoing, Declarant may use any reserve funds, if established, to defray operating costs as it deems appropriate.

Section 5. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, removal or demolition of maintenance obligations required of the Association or for operating deficits that the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Commencement of Annual Assessments, Due Dates. The annual assessment provided for herein shall commence as to each respective Lot on the first day of the first month following the date of conveyance of a Lot by Declarant. Upon such conveyance, the annual assessment and special assessments prorated to December 31 must be paid to the Association prior to or at the closing of sale or transfer of any Lot. The Board of Directors shall establish the due dates for all assessments. All payments shall be made on or before the due date. Both annual assessments and special assessments shall be collected by the Association, in advance, in annual installments due on January 1.

Section 8. Declarant Exempt from Assessments. Declarant shall not be liable for assessments upon Lots owned by it. Declarant is not responsible for the establishment of a budget during the Control Period. The Association and Declarant are not required to submit statements for assessments to any Owner.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 15% per annum or at the highest rate allowed by Iowa law, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage, or both, and there shall be added to the amount of said assessment all cost and expenses incurred by the Association in collecting said assessments, including reasonable attorney's fees, whether or not legal action is required in connection therewith. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Responsibility Elements or by abandonment of the Owner's Lot.

Section 10. Subordination of Assessments Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any

proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

Section 11. Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in a recordable form setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

ARTICLE IX **EASEMENTS**

Section 1. General Easements. Easements for installation and maintenance of public and private utilities, sewers and drainage facilities are reserved as shown on the Plat. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, fence, structure or other improvement of any kind within the easement areas, nor permit any growth of any kind (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easement areas. Any berm or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

Section 2. Easement for Surface Water. The topography of the Property is such that surface water may flow from certain Lots onto other Lots. In regard to all matters concerning surface water, each Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

Section 3. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances and emergency personnel, public and private, over and upon all Lots and any sidewalk within the Property.

Section 4. Reservation of Easement Rights. Declarant reserves unto itself, for the benefit of all Lots and Owners, an easement right, title, and authority to relocate, alter or otherwise change the location of any drainage, detention, utility or sewer easement and to grant such further easements, licenses, and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Property. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, detention, utility and sewer easement, or other easement, license or right-of-way by any Plat or written instrument filed of record with the County Recorder. Each Owner shall take title subject to the right and easements reserved herein; provided, however, the rights reserved in this Section

shall not be exercised in a manner which unreasonably and adversely affects any Dwelling or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress or egress to any Lot.

ARTICLE X GENERAL USE RESTRICTIONS

Section 1. Certain Animals Prohibited. No animals, livestock, horses, snakes or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than one (1) dog and/or one (1) cat, each animal weighing less than sixty (60) pounds at full growth, be kept at any one Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling, and dog runs, if any, must be located at the rear of the house or garage and extend toward the rear of the Lot from that portion of the house or garage which is closest to the rear Lot line. Dog runs must be completely screened or otherwise hidden from view from any other Lot and all streets within the Property. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard or dog run. The Owner shall be responsible for prompt removal and disposal of all waste from their pets.

Section 2. Signs. No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City by other governmental entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Lot) advertising a home for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by the Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the Declarant is hereby given the right to enter upon such Lot and remove such signs. Declarant reserves the right to install entrance and directional signs with respect to the Property, at locations and of design determined by the Declarant in a manner consistent with the ordinances of the City.

Section 3. Nuisances. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.

Section 4. Trash Receptacles. No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling unless hidden by an attractive screen or shrubbery of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling within twelve (12) hours following the scheduled pick up of such trash.

Section 5. Trailers and Parking. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no trailer, camper, motor home, watercraft, recreational vehicle, commercial vehicle, unlicensed or inoperable vehicle or any other motorized vehicle or mechanical equipment may be parked or maintained on any Lot (except inside a garage or other vehicle enclosure out of view from the street and abutting Lots), or on any driveway in the Property, or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or other vehicle enclosure out of view from the street and abutting Lots.

Section 6. Storage of Personal Property. No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot. Garage doors shall be kept closed except during times of access to the garage.

Section 7. Peaceful Possession. No activity shall be allowed that unduly interferes with the peaceful possession and use of the Property by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

Section 8. Lots Owned by Declarant. The Owners shall not interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarant. Declarant may make such use of the unsold Lots as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, model home, the showing of the property and the display of signs.

ARTICLE XI GENERAL PROVISIONS

Section 1. Rules and Regulations. The Association shall have the authority to amend and adopt rules and regulations governing the use of the Association Responsibility Elements and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns, and licensees. Such rules after being properly adopted at a meeting duly called for such purpose shall have the same force and effect as if contained in this Declaration.

Section 2. Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the Owners and all parties claiming under them, and the City (if it so elects by approval of its City Council) shall have the right to enforce the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. In the event that any one or more of the foregoing shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

Section 3. No Waiver. Failure of Declarant, the Association or any Owner to enforce any covenant, condition or restriction of this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to enforce the same thereafter.

Section 4. Rights of Governing Entity. The Property shall also be subject to any and all rights and privileges of the governing entity now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of a Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the local zoning ordinances, the more restrictive shall be binding.

Section 5. Limitation of Liability. Declarant shall not be liable to any Owner and/or occupant for losses, damages or repairs relating to any private street, sidewalk, driveway, curb, stoop, patio or other concrete improvement located within the Property, including (but not limited to) cracking or chipping that may occur due to weather conditions.

Section 6. Assignment of Declarant's Rights. Declarant shall have the right to assign all of its rights and obligations as Declarant under this Declaration to a successor-in-interest by an instrument executed by both parties and filed of record with the County Recorder. Upon such assignment, the initial or preceding Declarant shall have no further rights and obligations in connection with this Declaration and the Property.

Section 7. Termination of Declarant's Rights. At the end of the Control Period, all rights, privileges, duties, obligations, responsibilities, reservations and authority of Declarant set forth in this Declaration shall automatically terminate and Declarant shall have no further rights and obligations in connection with this Declaration or the Property.

Section 8. Amendment. This Declaration may be amended or changed from time to time by an Amended Declaration signed or approved in writing by the affirmative vote of not less than two-thirds (2/3) of the Owners, provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Notwithstanding the foregoing, this Declaration may be amended by Declarant without approval by the Owners, the Association or any other Person during the Control Period. Such amendments or modifications shall be effective the date the Amended Declaration has been filed with the County Recorder.

Section 9. Duration. The easements granted herein, and all Association rights, duties, obligations and responsibilities shall be perpetual in nature. All covenants, conditions, restrictions and easements created by this Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidation of any of the covenants,

conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect.

**ARTICLE XII
ADDITION AND REMOVAL OF LAND**

Section 1. Additional Land. Declarant shall have the irrevocable right in its discretion to create and record any replat or subsequent plat as Declarant deems appropriate and to annex and subject Additional Land to the terms of this Declaration at any time in the future without the consent of the Owners, the Association, or any other Person. The Additional Land shall be automatically subject to the applicable terms and conditions of this Declaration and the Owners of Lots within the Additional Land shall automatically become Members of the Association in the same manner as described in this Declaration and shall be subject to the same applicable terms, conditions, duties and assessments as described in this Declaration. Declarant shall signify the addition of land by filing an Amended Declaration with the County Recorder with such terms and conditions as Declarant deems appropriate.

Section 2. Additional Association Responsibility Elements. Declarant shall have the irrevocable right at any time to convey additional Association Responsibility Elements to the Association without the consent of the Owners, the Association, or any other Person. Nothing in this Section, however, shall be deemed to be an obligation on the part of Declarant to convey additional Association Responsibility Elements to the Association in the future. The Association shall be obligated to accept any additional Association Responsibility Elements, including Common Area, so conveyed by Declarant and to hold and maintain the additional Association Responsibility Elements pursuant to the terms of this Declaration.

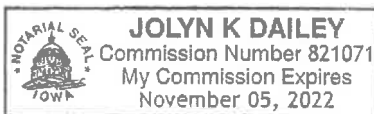
Section 3. Removing Land. Declarant shall have the irrevocable right now and in the future to remove any portion of the Property from the operation of this Declaration. Declarant shall signify this removal of land by filing an Amended Declaration with the County Recorder. No approval of the Owners, the Association or any other Person shall be necessary.

HUGHES FARM DEVELOPMENT NORWALK, LLC,
an Iowa limited liability company

By: 
Kirk R. Mickelsen, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 30 - November, 2020, by Kirk R. Mickelsen, as Manager of Hughes Farm Development Norwalk, LLC.



By: 
Notary Public

Prepared by & Return to: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Avenue, Suite 103, Des Moines, IA 50312 515-279-9059

CONSENT TO PLAT BY OWNER AND DEDICATION

THE UNDERSIGNED, acting pursuant to Iowa Code § 354.11(1)(a), hereby states that it is the proprietor of the real estate described as follows:

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 10, Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa, EXCEPT the West 17 feet of the East 50 feet thereof,

that the real estate is to be subdivided and platted as Blooming Heights South Plat 1, an Official Plat, Norwalk, Warren County, Iowa; and that the real estate is platted with the free consent of and in accordance with the desires of the undersigned.

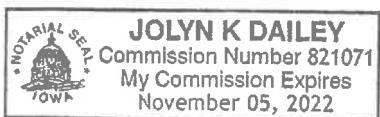
FURTHER, the undersigned acting pursuant to Iowa Code § 354.19, hereby dedicates to the public for full public use the public streets and street right-of-ways and the land within the plat designated as dedicated to the public for parkland or other public use, and grants utility, sewer, drainage, access, walkway, sidewalks, or other public easements as shown on the plat.

Dated Nov 30th, 2020. **HUGHES FARM DEVELOPMENT NORWALK, LLC**,
an Iowa limited liability company

By: [Signature]
Kirk R. Mickelsen, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 30-November, 2020, by Kirk R. Mickelsen, as Manager of Hughes Farm Development Norwalk, LLC.



By: [Signature]
Notary Public

Prepared by & Return to: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Avenue, Suite 103, Des Moines, IA 50312 515-279-9059

CONSENT TO PLAT BY LENDER AND DEDICATION

THE UNDERSIGNED, acting pursuant to Iowa Code § 354.19, hereby states that it is a mortgage holder of the real estate described as follows:

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 10, Township 77 North, Range 25 West of the 5th P.M., Warren County, Iowa, EXCEPT the West 17 feet of the East 50 feet thereof,

that the real estate is to be subdivided and platted as Blooming Heights South Plat 1, an Official Plat, Norwalk, Warren County, Iowa; and that the real estate is platted with the free consent of and in accordance with the desires of the undersigned mortgage holder.

FURTHER, the undersigned dedicates to the public for full public use all public streets and street right-of-ways, access, walkways, sidewalks, utility, sewer, drainage, or other public easements as shown on the plat and any other land within the plat designated as dedicated to public for parkland or other public use, and subordinates its interest in the public streets and easements to the City's rights under those public streets and easements.

Dated _____ 2020. **IOWA TRUST & SAVINGS BANK**

By: _____
Name: _____
Title: _____

STATE OF IOWA, COUNTY OF _____:

This record was acknowledged before me on _____, 2020, by _____ as _____ of Iowa Trust & Savings Bank.

By: _____
Notary Public

Prepared by & Return to: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312 515-279-9059

PARTIAL RELEASE OF MORTGAGE

The undersigned, the present owner of the mortgage hereinafter described, for valuable consideration, receipt of which is hereby acknowledged, does hereby acknowledge that the following described real estate situated in Warren County, Iowa, to-wit:

Lots A, B, C, D and E and Outlot 'Y' in Blooming Heights South Plat 1, an Official Plat, Norwalk, Warren County, Iowa.

is hereby released from the lien of the mortgage executed by Hughes Farm Development Norwalk, LLC recorded on December 23, 2019 as **Instrument No. 2019-10530** in the office of the Recorder for Warren County, Iowa, specifically reserving and retaining the mortgage lien and all mortgage rights against all of the remaining property embraced in the mortgage.

Dated _____ 2020. **IOWA TRUST & SAVINGS BANK**

By: _____
Name: _____
Title: _____

STATE OF IOWA, COUNTY OF _____:

This record was acknowledged before me on _____, 2020, by _____ as _____ of Iowa Trust & Savings Bank.

By: _____
Notary Public

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Ste. 103, Des Moines, IA 50312
(515) 279-9059

Return to: City Clerk, City of Norwalk, 705 North Ave., Norwalk, IA 50211

WARRANTY DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, **HUGHES FARM DEVELOPMENT NORWALK, LLC**, an Iowa limited liability company, does hereby convey to the **CITY OF NORWALK, IOWA**, an Iowa municipality, the following described real estate:

Lots A, B, C, D and E and Outlot 'Y' in Blooming Heights South Plat 1, an Official Plat, Norwalk, Warren County, Iowa.

EXEMPT: IOWA CODE § 428A.2(21) (CONSIDERATION LESS THAN \$500.00).

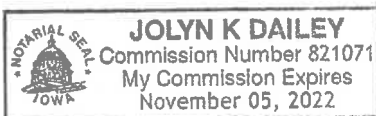
Grantor does hereby covenant with Grantee and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. 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 Nov. 30th, 2020. **HUGHES FARM DEVELOPMENT NORWALK, LLC**,
an Iowa limited liability company

By: [Signature]
Kirk R. Mickelsen, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 30-November, 2020, by Kirk R. Mickelsen, as Manager of Hughes Farm Development Norwalk, LLC.



By: [Signature]
Notary Public

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR**

TRANSFEROR:

Name Hughes Farm Development Norwalk, LLC

Address 10640 Justin Drive, Urbandale, IA 50322

Number and Street or RR

City, Town or P.O.

State

Zip

TRANSFeree:

Name City of Norwalk, Iowa

Address 705 North Avenue, Norwalk, IA 50211

Number and Street or RR

City, Town or P.O.

State

Zip

Address of Property Transferred:

Streets and Parkland

Number and Street or RR

City, Town or P.O.

State

Zip

Legal Description of Property: Lots A, B, C, D and E and Outlot 'Y' in Blooming Heights South Plat 1, an Official Plat in Norwalk, Warren County, Iowa.

1. Wells (check one)

There are no known wells situated on this property.

There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

2. Solid Waste Disposal (check one)

There is no known solid waste disposal site on this property.

There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

3. Hazardous Wastes (check one)

There is no known hazardous waste on this property.

There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. Underground Storage Tanks (check one)

There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)

There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)

5. Private Burial Site (check one)

There are no known private burial sites on this property.

There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

6. Private Sewage Disposal System (check one)

All buildings on this property are served by a public or semi-public sewage disposal system.

This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.

There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.

There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.

There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.

There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]

This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]:

The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: 
(Transferor or Agent)

Telephone No.: 515-243-1191

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312
515-279-9059

Return to: City Clerk, City of Norwalk, 705 North Ave., Norwalk, IA 50211

**STORM WATER MANAGEMENT FACILITIES MAINTENANCE COVENANT
AND PERMANENT EASEMENT AGREEMENT
FOR BLOOMING HEIGHTS SOUTH**

THIS STORM WATER MANAGEMENT FACILITIES MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT (this “Agreement”) is entered into by and between **HUGHES FARM DEVELOPMENT NORWALK, LLC**, an Iowa limited liability company (“Grantor”) and the **CITY OF NORWALK, IOWA**, a municipality (the “City”). Grantor is owner and developer of the following described real estate:

Lots 1 – 34 in Blooming Heights South Plat 1, an Official Plat in the City of Norwalk, Warren County, Iowa

(collectively, the “Benefited Property”) and owner of the Easement Area hereinafter described. Grantor is obligated by the Municipal Code of the City to control storm water runoff for the Benefited Property as a part of the subdivision plat approval process. In consideration for the City’s approval of Grantor’s subdivision plat, the parties have entered into this Agreement to control and address storm water runoff for the Benefited Property.

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on Grantor, the Association (defined below) and all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the Benefited Property shall be controlled through installation, construction and maintenance of storm water detention basins with outlet control structures (the “Storm Water Detention Facilities”) upon, over, under, through and across the property described in **Exhibit “A”** (the “Easement Area”).
2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Detention Facilities shall be in substantial compliance with the storm water management concept plan as provided in the Post-Construction Storm Water Ordinance on file with the City and which is available for public inspection. The design, construction and maintenance of the Storm

Water Detention Facilities shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.

3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Detention Facilities by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City, the **Blooming Heights South Homeowners Association**, an Iowa non-profit corporation (the "Association"), organized pursuant to Chapter 504 of the Code of Iowa, was created under that certain Declaration of Residential Covenants, Conditions and Restrictions for Blooming Heights South (the "Declaration"), as the same may be amended from time to time, to perform all obligations imposed under this Agreement on behalf of the owners of lots subject to the Declaration (the "Owners").

4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Detention Facilities meets the standards set forth in the Post-Construction Storm Water Ordinance. Grantor's obligations under this Agreement may not and shall not be transferred to the Association until the City provides notification to Grantor that construction of the Storm Water Detention Facilities has been completed and the Storm Water Detention Facilities is accepted by the City and thereafter Grantor shall have no further duties, obligations or responsibilities pursuant to this Agreement.

5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Association is designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Detention Facilities. It is further covenanted and agreed that the Association shall not be dissolved, discontinued or any obligations of this Agreement transferred or assigned without the written consent of the City, except in the case of an assignment to another association or equivalent entity to succeed to the duties and responsibilities of the Association under this Agreement.

6. Grantor hereby covenants and agrees that the Association is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for the Association and all Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Detention Facilities or the Easement Area or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Detention Facilities.

7. The Association shall be responsible for all maintenance, repair and replacement of the Storm Water Detention Facilities. Should any Owner do anything in conflict with this obligation, the Association shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Detention Facilities. Grantor and all successors and assignees shall comply with all terms of the Easement set forth in Part II herein.

8. It is intended that Outlot 'Y', Blooming Heights South Plat 1 (the "City's Property"), upon which a portion of the Easement Area and Storm Water Detention Facilities is located, will be conveyed to the City for use as parkland. Should anything be done in the City's Property in conflict with the Association's obligations herein, the City shall have the responsibility to remove such

conflict to assure effectiveness of the Storm Water Detention Facilities located upon the City's Property.

9. The Association shall inspect the Storm Water Detention Facilities on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Detention Facilities from the original design of the facilities. The inspection shall be documented with a written report. Any deficiencies or defects noted by the inspection shall be corrected by the Association. The inspection report shall be made available to the City for review upon request and shall be kept and maintained for a period of three (3) years from the date of inspection.

10. Should the Association fail to maintain, reconstruct, repair, grade or dredge the Storm Water Detention Facilities or the Easement Area upon notice from the City, the City may cause such action to be done and assess the costs equally against each Owner. The assessments shall be a lien on each Owner's lot and placed on the tax bill and collected as ordinary tax.

PART II – EASEMENT FOR STORM WATER DETENTION FACILITIES AND SURFACE WATER FLOWAGE

11. Grantor hereby grants to the Association and the City, a Permanent Easement for Storm Water Detention Facilities and Surface Water Flowage under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, dredging and maintaining the Storm Water Detention Facilities and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.

12. It is the obligation of Grantor and, thereafter, the Association to maintain the Easement Area and the Storm Water Detention Facilities as set forth below:

- a. Mow, if required, on a regular basis to prevent erosion.
- b. Remove all trash, litter, debris or obstructions to the flow of water in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Remove any accumulated sediment from the outlet structures and remove any sediment greater than the original design depth.
- f. Grade, repair, replace and maintain the basin and outlet structure and pipes as necessary to assure the effectiveness for storm water runoff.
- g. Inspect and determine the depth of the basin on an annual basis.

13. No chemicals or any substance shall be applied to the Easement Area that shall harm or impair the effectiveness of the Storm Water Detention Facilities as a storm water runoff control measure.

14. No portion of the Storm Water Detention Facilities shall be altered or removed without the prior written approval of the City Engineer.

15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.

16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.

17. No planting of trees and shrubs shall be allowed within the Easement Area (other than planting allowed or required pursuant to the original Storm Water Management Control Plan on file with the City).

18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

19. Grantor, the Association and the City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary from property adjacent thereto for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.

20. Grantor covenants on behalf of itself, the Owners and the Association that the Easement Area or any area appurtenant to or necessary for the operation of the Storm Water Detention Facilities shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Association or the Owners from complying with the requirements of this Agreement.

21. Grantor covenants on behalf of itself, the Owners and the Association to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of Grantor, the Association or the Owners arising out of or in connection with any undertaking arising out of or otherwise related to this Agreement.

22. This Agreement shall be perpetual and deemed to run with the land and shall be binding on the Association and on Grantor and Grantor's successors and assigns.

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

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

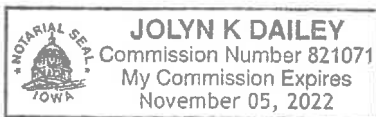
Dated Nov. 30th, 2020.

HUGHES FARM DEVELOPMENT NORWALK, LLC,
an Iowa limited liability company

By: [Signature]
Kirk R. Mickelsen, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 30-November, 2020, by Kirk R. Mickelsen, as Manager of Hughes Farm Development Norwalk, LLC.



By: [Signature]
Notary Public

EXHIBIT "A"
EASEMENT AREA

THAT PART OF LOTS 8 AND 9, BLOOMING HEIGHTS SOUTH PLAT 1, AN OFFICIAL PLAT, CITY OF NORWALK, WARREN COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8 OF SAID PLAT; THENCE S89°34'09"E, 138.21 FEET ALONG THE NORTH LINE OF LOT 8 OF SAID PLAT; THENCE S01°58'32"E, 73.13 FEET TO THE SOUTH LINE OF LOT 8; THENCE S51°08'50"W, 63.76 FEET TO THE WEST LINE OF LOT 9 OF SAID PLAT; THENCE N27°09'55"W, 52.40 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE N27°09'55"W, 75.60 FEET TO THE POINT OF BEGINNING.

AND

THAT PART OF OUTLOT 'Y', BLOOMING HEIGHTS SOUTH PLAT 1, AN OFFICIAL PLAT, CITY OF NORWALK, WARREN COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT 'Y'; THENCE S85°00'00"W, 171.99 FEET ALONG THE NORTH LINE OF SAID OUTLOT 'Y'; THENCE S48°24'35"W, 82.59 FEET; THENCE S13°24'15"W, 149.99; THENCE N89°35'42"W, 76.32 FEET TO THE WEST LINE OF SAID OUTLOT; THENCE N00°24'18"E, 215.18 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

AND

OUTLOT 'Z', BLOOMING HEIGHTS SOUTH PLAT 1, AN OFFICIAL PLAT, CITY OF NORWALK, WARREN COUNTY, IOWA.

Prepared and Return to: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Ste 103, Des Moines, IA 50312 515-279-9059

Return to: City Clerk, City of Waukee, 230 W. Hickman Road, Waukee, IA 50265

PRIVATE MONUMENT SIGN EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **HUGHES FARM DEVELOPMENT NORWALK, LLC**, an Iowa limited liability company ("Grantor"), owner of the Easement Area hereinafter described, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby establish and create a permanent and perpetual monument sign easement (the "Easement") and right-of-way under, over, on, through, across and within the real property described as follows:

The East 20 feet of the South 20 feet of Lot 1 of Blooming Heights South Plat 1, an Official Plat in the City of Norwalk, Warren County, Iowa

(the "Easement Area"), for the purpose of Grantor locating and constructing a monument sign within the Easement Area identifying the local development commonly known as "Blooming Heights South" together with any landscape plantings thereon, and thereafter to allow the **BLOOMING HEIGHTS SOUTH HOMEOWNERS ASSOCIATION**, an Iowa non-profit corporation (the "Association") created and established under the Declaration of Residential Covenants, Conditions and Restrictions for Blooming Heights South to use, reconstruct, inspect, repair, replace, enlarge, improve, access and maintain the landscape plantings and monument sign together with all necessary foundations, structures, signage, lighting and electrical facilities appurtenant thereto.

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

1. **OBSTRUCTIONS PROHIBITED.** No structure, building, fence, landscaping element, or other barrier shall be constructed, erected, placed or allowed to remain within the Easement Area which would in any way obscure visibility of the monument sign or obstruct access to the Easement Area.
2. **CHANGE OF GRADE PROHIBITED.** No change to the grade, elevation or contour of any part of the Easement Area shall be permitted without obtaining the prior written consent of the Association.

3. **MAINTENANCE.** Grantor covenants and agrees that the Association shall be responsible to keep and maintain the monument sign in good condition and repair and may replace, renovate, rehabilitate or otherwise modify the monument sign at its sole discretion. The Association shall perform all routine mowing and general landscape maintenance of the land and plantings within the Easement Area. The costs relating to such maintenance obligations shall be included in the common charges assessed against the members of the Association.

4. **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 from property adjacent thereto for the use and enjoyment of the Easement as herein described, including but not limited to, the right to remove any unauthorized structures, obstructions and plantings placed or erected on the Easement Area, and the right to improve, repair, and maintain the Easement in whatever manner necessary and consistent with its purpose.

5. **PROPERTY TO BE RESTORED.** Upon completion of any maintenance or other work in the Easement Area, the Association shall restore the Easement Area, and the property abutting the Easement Area used for access, in a good and workmanlike manner to a condition comparable to its condition before such maintenance or work.

6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the Association, its employees, contractors or agents, the Association shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting the 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 BENEFIT.** This Easement shall be for the benefit of the Association and the owners of the property abutting the Easement Area.

8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

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

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

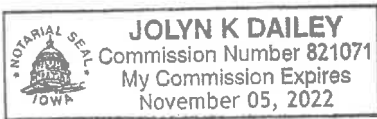
Dated Nov. 30th, 2020.

HUGHES FARM DEVELOPMENT NORWALK, LLC,
an Iowa limited liability company

By: 
Kirk R. Mickelsen, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 30-November, 2020, by Kirk R. Mickelsen, as Manager of Hughes Farm Development Norwalk, LLC.



By: 
Notary Public

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Ste. 103, Des Moines, IA 50312
(515) 279-9059

Return to: City Clerk, City of Norwalk, 705 North Ave., Norwalk, IA 50211

PRIVATE LANDSCAPE BUFFER EASEMENT

KNOW TO ALL PERSONS BY THESE PRESENTS that the undersigned, **HUGHES FARM DEVELOPMENT NORWALK, LLC**, an Iowa limited liability company ("Grantor"), owner and developer of Blooming Heights South Plat 1, an Official Plat in Norwalk, Warren County, Iowa, and owner of the Easement Area hereinafter described, in consideration of the approval by the City of Norwalk, Iowa (the "City") of the subdivision plat, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does 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 15 feet Lots 1, 33 and 34 in Blooming Heights South Plat 1, an Official Plat in the City of Norwalk, Warren County, Iowa

(the "Easement Area"), for the purpose of Grantor locating a landscaped buffer area upon the Easement Area and thereafter to allow the **BLOOMING HEIGHTS SOUTH HOMEOWNERS ASSOCIATION**, an Iowa non-profit corporation (the "Association") created and established under the Declaration of Residential Covenants, Conditions and Restrictions for Blooming Heights South to use, inspect, repair, replace, enlarge, improve, grade, and maintain the landscape plantings and improvements together with all necessary appurtenances relating thereto within the Easement Area. This Easement is granted for the benefit of and may be enforced by Grantor, the Association and the City, and may not be terminated, modified or amended without the written approval of the City.

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 of residential uses from 50th Avenue, which will benefit the residential neighborhood from an aesthetic and land use transition viewpoint.

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.** No change of the grade, elevation or contour of any part of the Easement Area shall be permitted without obtaining the prior written consent of the City.

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, general trimming and/or treatment to minimize the effects of disease, pests or minor damage by wind, lightening or other natural forces, and replacement of damaged, diseased, decaying and dead trees, shrubs and other plantings, mowing, 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. The costs relating to such maintenance obligations shall be included in the common charges assessed against the members of the Association.

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 from property adjacent thereto for the use and enjoyment of the Easement 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 BENEFIT.** This Easement shall be for the benefit of the Association and the owners of the property abutting the Easement Area.

8. **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.

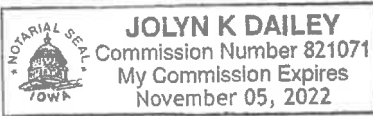
Dated Nov. 30th, 2020.

HUGHES FARM DEVELOPMENT NORWALK, LLC,
an Iowa limited liability company

By: 
Kirk R. Mickelsen, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 30 - November, 2020, by Kirk R. Mickelsen, as Manager of Hughes Farm Development Norwalk, LLC.



By: 
Notary Public

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312
515-279-9059

Return to: City Clerk, City of Norwalk, 705 North Ave., Norwalk, IA 50211

PRIVATE STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **HUGHES FARM DEVELOPMENT NORWALK, LLC**, an Iowa limited liability company ("Grantor"), owner and developer of Blooming Heights South Plat 1, an Official Plat in Norwalk, Warren County, Iowa, and owner of the Easement Area hereinafter described, in consideration of the approval by the City of Norwalk, Iowa (the "City") of the subdivision plat, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby establish and create a permanent and perpetual storm sewer easement (the "Easement") and right-of-way under, over, on, through, across and within the real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area"), for the purpose of locating and constructing storm sewer improvements together with all necessary structures and appurtenances relating thereto within the Easement Area and thereafter to allow the **BLOOMING HEIGHTS SOUTH HOMEOWNERS ASSOCIATION**, an Iowa non-profit corporation (the "Association"), created and established under the Declaration of Residential Covenants, Conditions and Restrictions for Blooming Heights South to use, reconstruct, inspect, repair, replace, enlarge, improve, grade, access, maintain and service the storm sewer facilities. This Easement is granted for the benefit of and may be enforced by Grantor, the Association and the City, and may not be terminated, modified or amended without the written approval of the City.

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

1. **OBSTRUCTIONS PROHIBITED.** No fence, building, structure, material, device, matter, planting or other vegetative growth or obstruction of any kind whatsoever shall be erected, placed or permitted to grow upon or within the Easement Area which might reasonably be expected to obstruct or impair usage of the Easement Area for its intended purpose.

2. **CHANGE OF GRADE PROHIBITED.** No change to the grade, elevation or contour of any part of the Easement Area shall be made in any manner which might reasonably be expected to impair usage of the Easement for its intended purpose.

3. **MAINTENANCE.** Grantor covenants and agrees that the Association shall be responsible to keep and preserve the storm sewer facilities in good repair and condition at all times and shall be responsible for replacement, reconstruction, repair, inspection, grading and maintenance of the storm sewer facilities within the Easement Area as necessary to maintain the same in whatever manner necessary and consistent with its purpose. Upon completion of any maintenance of the storm sewer facilities or other work in the Easement Area, the Association shall promptly restore the Easement Area and the property abutting the Easement Area used for access, in a good and workmanlike manner to a condition comparable to its condition before such maintenance or work.

4. **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.

5. **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.

6. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the owners of the property abutting the Easement Area.

7. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on 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 whosoever.

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

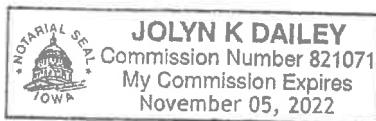
Dated Nov. 30th, 2020.

HUGHES FARM DEVELOPMENT NORWALK, LLC,
an Iowa limited liability company

By: 
Kirk R. Mickelsen, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 30 - November, 2020, by Kirk R. Mickelsen, as Manager of Hughes Farm Development Norwalk, LLC.



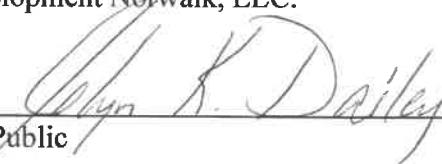
By: 
Notary Public

EXHIBIT "A"
PRIVATE STORM SEWER EASEMENT

A 20.00 FEET STORM SEWER EASEMENT LOCATED IN OUTLOT 'Z' OF BLOOMING HEIGHTS SOUTH PLAT 1, AN OFFICIAL PLAT, CITY OF NORWALK, WARREN COUNTY, IOWA, THAT IS CENTERED ON A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT 'Z' OF SAID PLAT; THENCE N00°24'18"E, 36.94 FEET ALONG THE WEST LINE OF SAID PLAT AND SAID OUTLOT TO THE POINT OF BEGINNING; THENCE N89°07'20"E, 93.06 FEET WHERE SAID CENTERLINE TERMINATES.

AND

A 20.00 FEET STORM SEWER EASEMENT LOCATED IN LOT 8 OF BLOOMING HEIGHTS SOUTH PLAT 1, AN OFFICIAL PLAT, CITY OF NORWALK, WARREN COUNTY, IOWA, THAT IS CENTERED ON A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF SAID PLAT; THENCE S89°34'09"E, 32.63 FEET ALONG THE NORTH LINE OF SAID PLAT AND SAID LOT TO THE POINT OF BEGINNING; THENCE S12°04'29"E, 24.58 FEET WHERE SAID CENTERLINE TERMINATES.

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312
515-279-9059

Return to: City Clerk, City of Norwalk, 705 North Ave., Norwalk, IA 50211

PRIVATE STORM SEWER AND OVERLAND FLOWAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **HUGHES FARM DEVELOPMENT NORWALK, LLC**, an Iowa limited liability company ("Grantor"), owner and developer of Blooming Heights South Plat 1, an Official Plat in Norwalk, Warren County, Iowa, and owner of the Easement Area hereinafter described, in consideration of the approval by the City of Norwalk, Iowa (the "City") of the subdivision plat, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby establish and create a permanent and perpetual storm sewer and overland flowage easement (the "Easement") and right-of-way under, over, on, through, across and within the real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area"), for the purpose of locating and constructing storm sewer improvements together with all necessary structures and appurtenances relating thereto within the Easement Area and maintaining the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over and across the Easement Area and thereafter to allow the **BLOOMING HEIGHTS SOUTH HOMEOWNERS ASSOCIATION**, an Iowa non-profit corporation (the "Association") created and established under the Declaration of Residential Covenants, Conditions and Restrictions for Blooming Heights South to use, reconstruct, inspect, repair, replace, enlarge, improve, grade, access, maintain and service the storm sewer facilities. This Easement is granted for the benefit of and may be enforced by Grantor, the Association and the City, and may not be terminated, modified or amended without the written approval of the City.

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

1. **OBSTRUCTIONS PROHIBITED.** No fence, building, structure, material, device, matter, planting or other vegetative growth or obstruction of any kind whatsoever shall be erected, placed or permitted to grow upon or within the Easement Area which might reasonably be expected to obstruct or impair usage of the Easement Area for its intended purpose.

2. **CHANGE OF GRADE PROHIBITED.** The owner or occupant of each parcel of property upon which the Easement Area is located shall keep and maintain the grading, elevations and contour of the Easement Area, including drainage way improvements located upon his or her property, in accordance with the engineering plan approved by the City. No change to the grade, elevation or contour of any part of the Easement Area shall be made in any manner which might reasonably be expected to impair usage of the Easement for its intended purpose.

3. **MAINTENANCE.** Grantor covenants and agrees that the Association shall be responsible to keep and preserve the storm sewer facilities in good repair and condition at all times and shall be responsible for replacement, reconstruction, repair, inspection, grading and maintenance of the storm sewer facilities within the Easement Area as necessary to maintain the same in whatever manner necessary and consistent with its purpose. Upon completion of any maintenance of the storm sewer facilities or other work in the Easement Area, the Association shall promptly restore the Easement Area and the property abutting the Easement Area used for access, in a good and workmanlike manner to a condition comparable to its condition before such maintenance or work.

The owner or occupant of each parcel of property upon which the Easement Area is located shall keep and maintain the Easement Area free and clear of trees, shrubs, bushes, brush, weeds, undergrowth, trash, debris, objects, landscape elements, dirt fill and other vegetative growth and obstructions, and shall not affect grades in any manner which may interfere, obstruct or impede the flow of water or affect required drainage in the Easement Area. The Association shall not be responsible whatsoever for any maintenance or upkeep of the land located within the Easement Area. The Association may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

4. **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.

5. **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.

6. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the owners of the property abutting the Easement Area.

7. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on 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 whosoever.

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

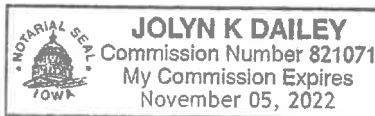
Dated Nov. 30th, 2020.

HUGHES FARM DEVELOPMENT NORWALK, LLC,
an Iowa limited liability company

By: 
Kirk R. Mickelsen, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 30-November, 2020, by Kirk R. Mickelsen, as Manager of Hughes Farm Development Norwalk, LLC.



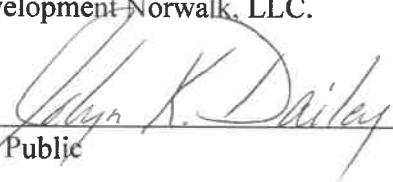
By: 
Notary Public

EXHIBIT "A"
PRIVATE STORM SEWER AND OVERLAND FLOWAGE EASEMENT

A PRIVATE OVERLAND FLOWAGE EASEMENT LOCATED IN BLOOMING HEIGHTS SOUTH PLAT 1, AN OFFICIAL PLAT, CITY OF NORWALK, WARREN COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 20.00 FEET OF LOTS 9 AND 10 OF SAID PLAT.

AND

THAT PART OF OUTLOT 'X' OF SAID PLAT BEGINNING AT THE SOUTHEAST CORNER OF LOT 32 OF SAID PLAT; THENCE S05°00'00"E, 15.34 FEET ALONG THE WEST LINE OF SILVER MAPLE DRIVE R.O.W. AS ITS PRESENTLY ESTABLISHED; THENCE S73°00'00"W, 272.29 FEET; THENCE S66°42'48"W, 119.57 FEET; THENCE S60°00'00", 61.53 FEET; THENCE S47°26'59"W, 133.31 FEET; THENCE S61°00'00"W, 169.84 FEET; THENCE S69°44'16"W, 121.22 FEET; THENCE N27°43'21"W, 15.13 FEET TO THE NORTH LINE OF OUTLOT 'X' OF SAID PLAT; THENCE N69°44'16"E, 122.04 FEET; THENCE N61°00'00"E, 170.85 FEET; THENCE N47°26'59"E, 133.18 FEET; THENCE N60°00'00"E, 64.06 FEET; THENCE N66°42'48"E, 121.28; THENCE N73°00'00"E, 276.30 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 5.00 FEET OF LOTS 22-32 OF SAID PLAT.

AND

THE WEST 10.00 FEET OF LOT 28 OF SAID PLAT.

AND

THE EAST 10.00 FEET OF LOT 27 OF SAID PLAT.

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312 (515) 279-9059

Return to: City Clerk, City of Norwalk, 705 North Ave., Norwalk, IA 50211

PUBLIC SANITARY AND STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **HUGHES FARM DEVELOPMENT NORWALK, LLC**, an Iowa limited liability company ("Grantor"), owner and developer of Blooming Heights South Plat 1, an Official Plat in Norwalk, Warren County, Iowa, and owner of the Easement Area hereinafter described, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the **CITY OF NORWALK, IOWA**, a municipal corporation (the "City"), a permanent and perpetual sanitary and storm sewer easement (the "Easement") and right-of-way under, over, on, through, across and within the following described real estate:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area"), for the purpose of the City locating and constructing sanitary and storm sewer facilities upon the Easement Area and thereafter to use, reconstruct, inspect, repair, replace, enlarge, improve, grade, maintain and service the sanitary and storm sewer improvements together with all necessary structures and appurtenances thereto within the Easement Area.

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

1. **ERECTION OF STRUCTURES AND OBSTRUCTIONS PROHIBITED.** No fence, building, structure or other obstruction of any kind whatsoever shall be erected or permitted upon or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** No change of the grade, elevation or contour of any part of the Easement Area shall be permitted without obtaining the prior written consent of the City.
3. **RIGHT OF ACCESS.** The City 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 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.

4. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and Grantor, provided, however, that the City's duty of restoration shall be limited to grading, seeding of grassy areas disturbed by the work, repavement if the Easement crosses a paved area such as a sidewalk or driveway and removal of all debris and equipment used by the City in connection with the work performed in the Easement Area. The City shall not be required to replace trees, shrubs, landscape elements, structures or underground water systems located within the Easement Area, nor shall the City be required to restore the Easement Area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration of the Easement Area.

5. **MAINTENANCE.** The owner or occupant of each parcel of property upon which the Easement Area is located shall keep and preserve that portion of the Easement Area within his or her property in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct or impair usage of the Easement. The City shall not be responsible whatsoever for any maintenance or upkeep of the land located within the Easement Area. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City 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 City's exercise of this Easement. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, the owners of the property abutting the Easement Area, and the owners of property lying within the City.

8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the Easement Area against the claims of all persons whomsoever.

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.

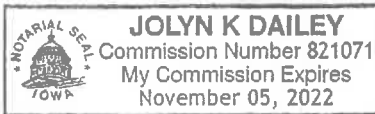
Dated Nov. 30th, 2020.

HUGHES FARM DEVELOPMENT NORWALK, LLC,
an Iowa limited liability company

By: 
Kirk R. Mickelsen, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 30-November, 2020, by Kirk R. Mickelsen, as Manager of Hughes Farm Development Norwalk, LLC.




By: 
Notary Public

EXHIBIT "A"
SANITARY AND STORM SEWER EASEMENT

A 50.00-FOOT-WIDE PUBLIC SANITARY AND STORM SEWER EASEMENT IN OUTLOT 'X' OF BLOOMING HEIGHTS SOUTH PLAT 1, AN OFFICIAL PLAT, CITY OF NORWALK, WARREN COUNTY, IOWA, THAT IS CENTERED ON A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 'C' OF SAID PLAT, SAID CORNER ALSO BEING ON THE WEST R.O.W. LINE OF SILVER MAPLE DRIVE AS ITS PRESENTLY ESTABLISHED; THENCE N85°00'00"E, 12.64 FEET TO THE POINT OF BEGINNING; THENCE S00°43'25"W, 176.71 FEET WHERE SAID CENTERLINE TERMINATES.

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312
(515) 279-9059

Return to: City Clerk, City of Norwalk, 705 North Ave., Norwalk, IA 50211

PUBLIC SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **HUGHES FARM DEVELOPMENT NORWALK, LLC**, an Iowa limited liability company ("Grantor"), owner and developer of Blooming Heights South Plat 1, an Official Plat in Norwalk, Warren County, Iowa, and owner of the Easement Area hereinafter described, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the **CITY OF NORWALK, IOWA**, a municipal corporation (the "City"), a permanent and perpetual sanitary sewer easement (the "Easement") and right-of-way under, over, on, through, across and within the following described real estate:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area"), for the purpose of the City locating and constructing sanitary sewer facilities upon the Easement Area and thereafter to use, reconstruct, inspect, repair, replace, enlarge, improve, grade, maintain and service the sanitary sewer improvements together with all necessary structures and appurtenances thereto under, over, on, through, across and within the Easement Area.

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

1. **ERECTION OF STRUCTURES AND OBSTRUCTIONS PROHIBITED.** No fence, building, structure or other obstruction of any kind whatsoever shall be erected or permitted upon or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** No change of the grade, elevation or contour of any part of the Easement Area shall be permitted without obtaining the prior written consent of the City.
3. **RIGHT OF ACCESS.** The City 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 as herein described, including but not limited to, the right to remove any unauthorized structures, obstructions and plantings placed or erected on the Easement Area, and the

right to improve, repair, and maintain the Easement in whatever manner necessary and consistent with its purpose.

4. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and Grantor, provided, however, that the City's duty of restoration shall be limited to grading, seeding of grassy areas disturbed by the work, repavement if the Easement crosses a paved area such as a sidewalk or driveway and removal of all debris and equipment used by the City in connection with the work performed in the Easement Area. The City shall not be required to replace trees, shrubs, landscape elements, structures or underground water systems located within the Easement Area, nor shall the City be required to restore the Easement Area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration of the Easement Area.

5. **MAINTENANCE.** The owner or occupant of each parcel of property upon which the Easement Area is located shall keep and preserve that portion of the Easement Area within his or her property in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct or impair usage of the Easement. The City shall not be responsible whatsoever for any maintenance or upkeep of the land located within the Easement Area. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City 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 City's exercise of this Easement. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, the owners of the property abutting the Easement Area, and the owners of property lying within the City.

8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does **HEREBY COVENANT** with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to **WARRANT AND DEFEND** the Easement Area against the claims of all persons whomsoever.

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.

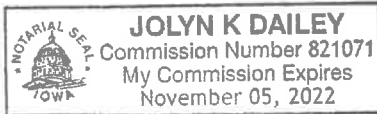
Dated Nov. 30th, 2020.

HUGHES FARM DEVELOPMENT NORWALK, LLC,
an Iowa limited liability company

By: [Signature]
Kirk R. Mickelsen, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 30-November, 2020, by Kirk R. Mickelsen, as Manager of Hughes Farm Development Norwalk, LLC.



By: [Signature]
Notary Public

EXHIBIT "A"
SANITARY SEWER EASEMENT

A PUBLIC SANITARY SEWER EASEMENT LOCATED IN BLOOMING HEIGHTS SOUTH PLAT 1, AN OFFICIAL PLAT, CITY OF NORWALK, WARREN COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF LOTS 29-32 OF SAID PLAT.

AND

THE EAST 20.00 FEET OF LOT 32 OF SAID PLAT.

AND

THE WEST 15.00 FEET OF LOT 7 OF SAID PLAT.

AND

THE WEST 20.00 FEET OF LOT 12 AND 13 OF SAID PLAT.

Prepared by: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312
(515) 279-9059

Return to: City Clerk, City of Norwalk, 705 North Ave., Norwalk, IA 50211

PUBLIC STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **HUGHES FARM DEVELOPMENT NORWALK, LLC**, an Iowa limited liability company ("Grantor"), owner and developer of Blooming Heights South Plat 1, an Official Plat in Norwalk, Warren County, Iowa, and owner of the Easement Area hereinafter described, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the **CITY OF NORWALK, IOWA**, a municipal corporation (the "City"), a permanent and perpetual storm sewer easement (the "Easement") and right-of-way under, over, on, through, across and within the following described real estate:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area"), for the purpose of the City locating and constructing storm sewer facilities upon the Easement Area and thereafter to use, reconstruct, inspect, repair, replace, enlarge, improve, grade, maintain and service the storm sewer improvements together with all necessary structures and appurtenances thereto under, over, on, through, across and within the Easement Area.

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

1. **ERECTION OF STRUCTURES AND OBSTRUCTIONS PROHIBITED.** No fence, building, structure or other obstruction of any kind whatsoever shall be erected or permitted upon or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** No change of the grade, elevation or contour of any part of the Easement Area shall be permitted without obtaining the prior written consent of the City.
3. **RIGHT OF ACCESS.** The City 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 as herein described, including but not limited to, the right to remove any unauthorized structures, obstructions and plantings placed or erected on the Easement Area, and the

right to improve, repair, and maintain the Easement in whatever manner necessary and consistent with its purpose. The City shall not be responsible whatsoever for any maintenance or upkeep of the land located within the Easement Area. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

4. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and Grantor, provided, however, that the City's duty of restoration shall be limited to grading, seeding of grassy areas disturbed by the work, and removal of all debris and equipment used by the City in connection with the work performed in the Easement Area. The City shall not be required to replace trees, shrubs, landscape elements, structures or underground water systems located within the Easement Area, nor shall the City be required to restore the Easement Area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration of the Easement Area.

6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City 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 City's exercise of this Easement. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, the owners of the property abutting the Easement Area, and the owners of property lying within the City.

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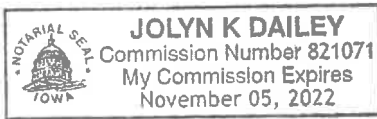
Dated Nov. 30th, 2020.

HUGHES FARM DEVELOPMENT NORWALK, LLC,
an Iowa limited liability company

By: 
Kirk R. Mickelsen, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on 30-November, 2020, by Kirk R. Mickelsen, as Manager of Hughes Farm Development Norwalk, LLC.



By: 
Notary Public

EXHIBIT "A"
PUBLIC STORM SEWER EASEMENT

A STORM SEWER EASEMENT LOCATED IN OUTLOT 'Z' OF BLOOMING HEIGHTS SOUTH PLAT 1, AN OFFICIAL PLAT, CITY OF NORWALK, WARREN COUNTY, IOWA, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OUTLOT 'Z' OF SAID PLAT; THENCE S60°00'00"W, 48.25 FEET ALONG THE SOUTH LINE OF SAID OUTLOT; THENCE N85°00'00"E, 18.68 FEET ALONG SAID SOUTH LINE; THENCE N52°38'15"W, 43.26; THENCE N37°21'45"E, THENCE S52°38'15"E, 53.70 FEET; THENCE N72°03'41"E, 42.00 FEET TO THE POINT OF BEGINNING.