

BK: 2022 PG: 2950
Recorded: 10/10/2022 at 9:22:38.0 AM
Pages 10
County Recording Fee: \$52.00
Iowa E-Filing Fee: \$3.97
Combined Fee: \$55.97
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Prepared By: Brett T. Osborn, 974 73rd Street, Suite 16, West Des Moines, Iowa 50265, 515-223-6000
Return To: Scenic Ridge Homeowners Association, Inc., 974 73rd Street, Suite 16, West Des Moines, Iowa 50265

SPACE ABOVE THIS LINE FOR RECORDER

UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, SCENIC RIDGE HOLDINGS LLC, (hereinafter collectively referred to as the "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby convey its interests unto SCENIC RIDGE HOMEOWNERS ASSOCIATION INC. (hereinafter called the "Association"), a perpetual Utility Easement for the purpose of providing for the common benefit of the Lot Owner/Members of the Scenic Ridge Subdivision utility easements including but not limited to water facilities, electric facilities, gas facilities, communications facilities (internet, phone, or other communications or data services), drainage, surface water flowage, underground storm water flowage and drainage, surface and storm water detention and or other common interest utilities and facilities, under, over, through and across the real estate described as follows:

See Exhibit 'A':

(hereinafter collectively called the "Easement Area"), for the purpose of the Association and its Member Lot Owners access to and constructing, reconstructing, repairing, enlarging and maintaining free and unobstructed surface water flowage along the roadway; culverts to direct surface and storm water drainage appropriately through the subdivision; water facilities; electric facilities; gas facilities; communications facilities (internet, phone, or other communications or data services); and or other common interest utilities and facilities, together with necessary appurtenances thereto, under, over, through and across said Easement Area.

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

1. ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED. Grantor, its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of

the Grantor and the Association, nor shall grantees cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the Grantor and the Association.

2. **CHANGE OF GRADE PROHIBITED.** Grantor, its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Association. The Association shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantors, their grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** For so long as Grantor owns a Lot within Scenic Ridge the Grantor and 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 Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The Association shall not be responsible for any maintenance of the land located within the Easement Area except as provided for the Declaration of Residential Covenants, Conditions, and Restrictions for Scenic Ridge and or any other Applicable Covenants, and responsibility shall remain with the Grantors, their grantees, assigns or transferees. The Association may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The Association shall restore the Easement Area after exercising its rights hereunder, provided, however, that the Association's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The Association shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area. The Association will have the rights provided in the Declaration of Residential Covenants, Conditions, and Restrictions for Scenic Ridge and or any other Applicable Covenants to levy assessments to the members of the Association or to any one member of the association who's actions or omissions caused the repair, replacement, or restoration.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the Association, its employees, agents or its representatives, 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 this Easement. In the event that the Association intentionally disturbs the property

in the easement area, it shall restore the surface of the property in the easement area as stated in provision #5 of this easement.

7. EASEMENT BENEFIT. This Easement shall be for the benefit of the Association, its successors and assigns, and its permittees and licensees as well as its Members, the Lot Owners within Scenic Ridge.
8. EASEMENT RUNS WITH LAND. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantors and on Grantors' heirs, successors and assigns.

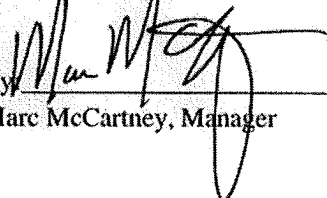
Grantor does **HEREBY COVENANT** with the Association that (i) Grantor holds the respective interests in real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to **WARRANT AND DEFEND** its interests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

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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 10/1, 2022.

SCENIC RIDGE HOLDINGS LLC,
An Iowa limited liability company

By: 
Marc McCartney, Manager

STATE OF IOWA, COUNTY OF DALLAS, ss:

This record was acknowledged before me on 10/1, 2022 by Marc McCartney as Manager of SCENIC RIDGE HOLDINGS LLC.

By: 

Notary Public

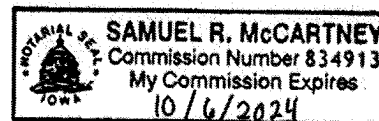


EXHIBIT "A"

UTILITY EASEMENT(S)
LEGAL DESCRIPTION

66' ROADWAYS WITHIN SCENIC RIDGE

SCENIC RIDGE
LEGAL DESCRIPTION

THE NORTHEAST QUARTER (1/4) OF SECTION TWELVE (12) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT THAT PART THEREOF DEEDED FOR HIGHWAY PURPOSES.

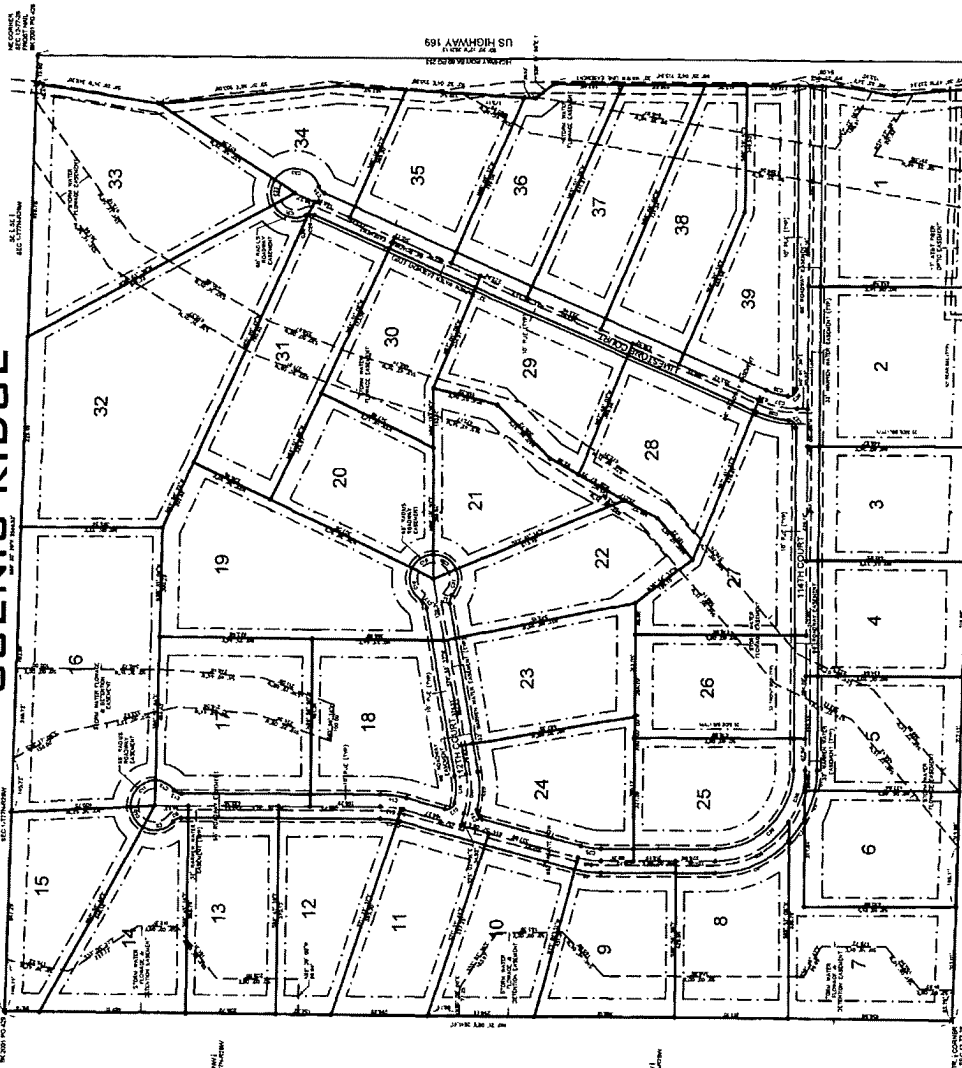
Document 2022 1277

Book 2022 Page 1277 Type 06 044 Pages 77
 Date 5/02/2022 Time 2:36:12PM
 Rec Amt \$387.00 Aud Amt \$5.00

LISA SMITH, COUNTY RECORDER
 MADISON COUNTY IOWA

FINAL PLAT
SCENIC RIDGE

INDEX LEGEND
 COUNTY - MADISON
 SEC. 17 TOWNSHIP 71 N RANGE 28 W
 SUBDIVISION NAME - SCENIC RIDGE
 PROJECTOR - MARG MCCARTNEY
 DATE FOR MAP - 05/02/2022



ABACI CONSULTING, INC.
 CIVIL ENGINEERING - LAND SURVEYORS
 1000 W. 10th St., Suite 100
 Des Moines, IA 50319
 Phone: 515-281-1100
 Fax: 515-281-1101
 Website: www.abaci.com

FINAL PLAT
SCENIC RIDGE
 MADISON COUNTY, IOWA
 SHEET NO. 1 of 6

STANDARD LEGEND
 (List of symbols and their meanings for roads, utilities, and other features)

PROJECT INFORMATION
 PROJECT NAME: SCENIC RIDGE
 PROJECT LOCATION: SEC. 17, TOWNSHIP 71 N, RANGE 28 W, MADISON COUNTY, IOWA
 PROJECT NUMBER: 2022-1277
 PROJECT DATE: 05/02/2022

REVISIONS
 (Table with columns for revision number, description, and date)

LEGAL DESCRIPTION
 (Detailed legal description of the land parcels shown in the plat)

PLAT INFORMATION
 (Information regarding the platting process and recording requirements)

NOTICE
 (Legal notice regarding the plat and any potential objections)

STATE OF IOWA
 ONE CALL
 800-447-2434
 www.onecalliowa.com

FINAL PLAT
SCENIC RIDGE

Parcel Area Table

Parcel #	Contig. Area	ROW Area	Net Area
1	5.74 ACRES	0.42 ACRES	5.32 ACRES
2	4.59 ACRES	0.33 ACRES	4.26 ACRES
3	3.24 ACRES	0.24 ACRES	3.00 ACRES
4	3.19 ACRES	0.24 ACRES	2.95 ACRES
5	3.14 ACRES	0.24 ACRES	2.90 ACRES
6	3.09 ACRES	0.03 ACRES	3.06 ACRES
7	3.06 ACRES	0.07 ACRES	3.49 ACRES
8	3.28 ACRES	0.26 ACRES	3.02 ACRES
9	3.27 ACRES	0.21 ACRES	3.06 ACRES
10	3.05 ACRES	0.20 ACRES	3.85 ACRES
11	3.28 ACRES	0.19 ACRES	3.09 ACRES
12	3.26 ACRES	0.26 ACRES	3.00 ACRES
13	3.27 ACRES	0.19 ACRES	3.08 ACRES
14	3.27 ACRES	0.13 ACRES	3.14 ACRES
15	3.18 ACRES	0.05 ACRES	3.17 ACRES
16	7.07 ACRES	0.09 ACRES	6.98 ACRES
17	4.55 ACRES	0.36 ACRES	4.19 ACRES
18	4.44 ACRES	0.69 ACRES	3.75 ACRES
19	5.87 ACRES	0.19 ACRES	5.68 ACRES
20	3.21 ACRES	0.06 ACRES	3.15 ACRES
21	3.43 ACRES	0.06 ACRES	3.37 ACRES
22	3.51 ACRES	0.18 ACRES	3.33 ACRES
23	3.48 ACRES	0.22 ACRES	3.26 ACRES
24	3.48 ACRES	0.52 ACRES	2.96 ACRES
25	3.40 ACRES	0.52 ACRES	2.88 ACRES
26	3.13 ACRES	0.22 ACRES	2.91 ACRES
27	4.32 ACRES	0.56 ACRES	3.76 ACRES
28	3.89 ACRES	0.29 ACRES	3.60 ACRES
29	3.85 ACRES	0.35 ACRES	3.50 ACRES
30	3.10 ACRES	0.20 ACRES	2.90 ACRES
31	4.41 ACRES	0.19 ACRES	4.22 ACRES
32	9.31 ACRES	0.11 ACRES	9.20 ACRES
33	6.80 ACRES	0.06 ACRES	6.54 ACRES
34	3.03 ACRES	0.24 ACRES	2.79 ACRES
35	3.16 ACRES	0.23 ACRES	2.93 ACRES
36	3.13 ACRES	0.18 ACRES	2.95 ACRES
37	3.42 ACRES	0.17 ACRES	3.25 ACRES
38	3.75 ACRES	0.18 ACRES	3.57 ACRES
39	4.66 ACRES	0.34 ACRES	3.72 ACRES

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH	TANGENT
C1	56.49	283.00	112°21'15"	S84°16'53"E	56.40	28.34
C2	81.54	283.00	187°30'30"	N70°18'30"W	81.26	41.05
C3	75.98	283.00	152°22'58"	S54°21'47"E	75.75	38.22
C4	250.32	283.00	46°40'18"	S23°20'09"E	224.20	122.09
C5	73.85	283.00	145°7'09"	N7°28'34"E	73.64	37.14
C6	8.88	217.00	217°34"	S13°48'22"W	8.88	4.34
C7	47.86	217.00	122°31'15"	S9°20'28"W	47.77	24.03
C8	23.95	27.00	50°50'01"	N25°23'40"W	23.18	12.83
C9	94.85	86.00	79°55'16"	N10°51'02"W	87.35	56.90
C10	68.12	86.00	58°14'29"	N58°13'51"E	68.16	37.68
C11	111.33	86.00	93°48'30"	S45°44'39"E	96.31	72.68
C12	56.98	86.00	49°41'44"	N28°00'28"E	57.15	31.49
C13	23.89	27.00	50°50'01"	N25°28'19"E	23.18	12.83
C14	73.74	283.00	143°5'49"	S7°29'14"W	73.54	37.08
C15	34.31	20.00	88°16'41"	S32°44'24"E	30.25	23.12
C16	71.89	217.00	187°30'37"	N89°40'58"E	71.54	37.31
C17	23.95	27.00	50°50'01"	N54°30'39"E	23.18	12.83
C18	102.71	86.00	86°32'42"	N72°21'56"E	83.22	64.02
C19	75.59	86.00	63°41'30"	N32°30'55"W	71.76	42.24
C20	80.68	86.00	67°56'54"	N33°18'17"E	76.03	45.85
C21	75.30	86.00	63°28'53"	S80°57'49"E	71.51	42.04
C22	23.95	27.00	50°50'01"	S74°38'24"E	23.18	12.83
C23	106.66	283.00	213°35'41"	N88°16'32"W	106.03	53.97
C24	28.87	20.00	85°35'18"	S57°43'50"W	27.17	18.51
C25	56.83	217.00	145°7'09"	S7°28'34"W	56.47	28.48
C26	340.86	217.00	80°00'00"	S45°00'00"E	306.86	217.00
C27	31.86	20.00	91°34'14"	S47°10'04"W	28.86	20.55
C28	83.87	283.00	187°00'17"	S14°02'06"W	83.44	47.37
C29	17.29	27.00	36°41'33"	S9°11'30"W	17.00	8.95
C30	23.95	27.00	50°50'02"	N1°52'44"W	23.18	12.83
C31	106.91	86.00	88°14'06"	S17°19'18"W	95.52	67.10
C32	72.44	86.00	61°02'07"	S87°32'35"E	68.06	40.08
C33	158.84	86.00	137°23'41"	N8°40'19"E	123.90	150.58
C34	23.96	27.00	50°50'15"	N46°57'21"E	23.18	12.83
C35	63.89	217.00	185°20'07"	N15°08'11"E	63.66	32.18
C36	33.74	20.00	89°40'03"	N41°39'58"W	29.88	22.47
C37	102.59	250.00	237°30'39"	S11°46'54"W	101.87	52.02
C38	151.04	250.00	34°36'59"	N72°41'31"W	148.76	77.91
C39	241.86	250.00	52°23'01"	N27°41'31"W	232.36	131.21
C40	65.24	250.00	145°7'09"	N7°28'34"E	65.06	32.81
C41	106.19	250.00	25°01'31"	S57°33'37"E	104.33	85.48
C42	6.56	250.00	138°01'1"	N44°12'03"E	6.56	3.28
C43	58.59	250.00	132°25'38"	N8°44'09"E	58.45	29.43

ABACI CONSULTING, INC.
 1001 W. UNIVERSITY BLVD., SUITE 100
 DALLAS, TEXAS 75208
 PHONE: 214.343.1100
 FAX: 214.343.1101
 WWW.ABACI-CO.COM

SCENIC RIDGE
 BARBERSHOP COUNTY, TEXAS
 SHEET NO. **2** of **6**

ABAC CONSULTING, INC.
 REGISTERED PROFESSIONAL ENGINEERS
 CIVIL ENGINEERING

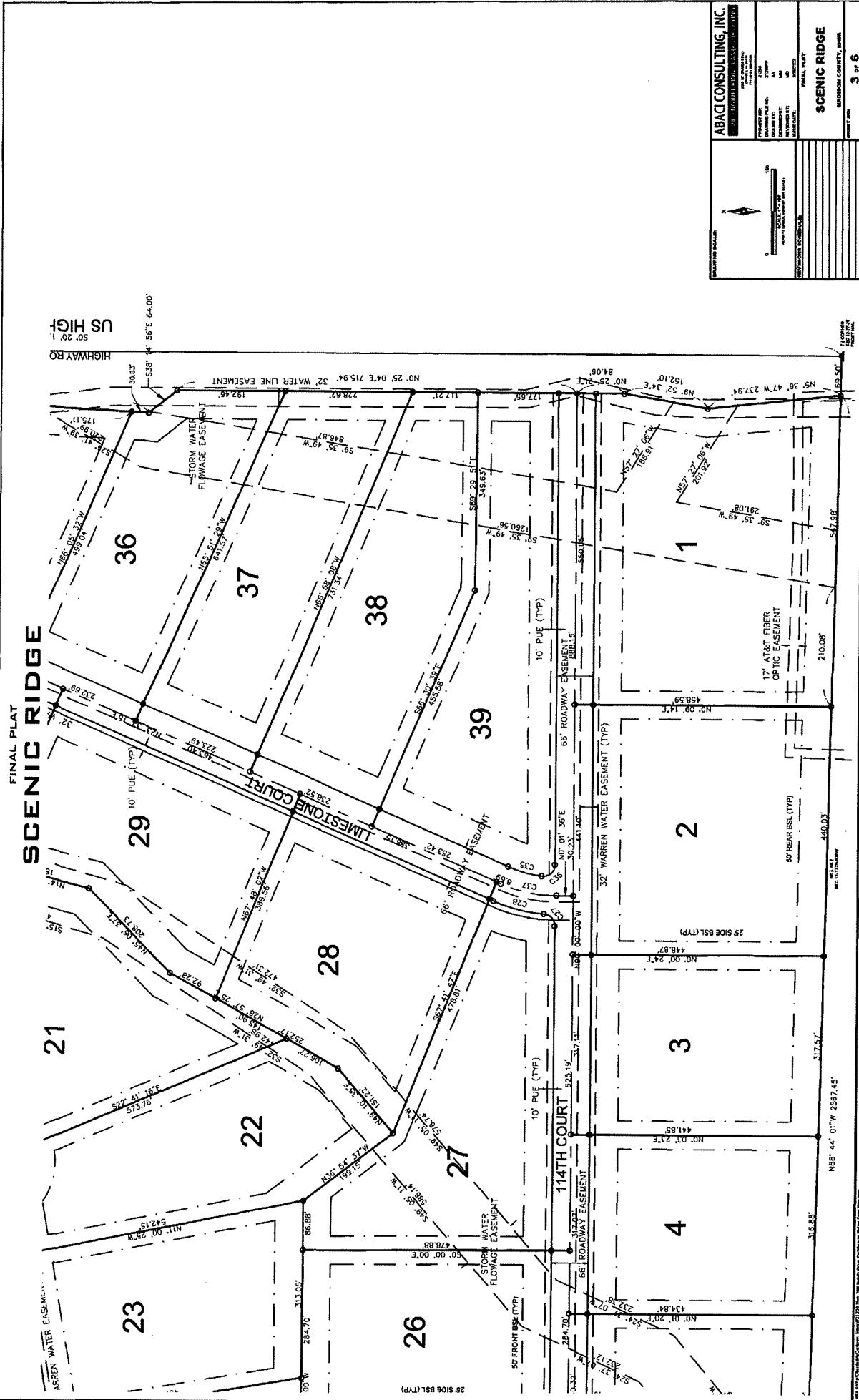
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 DATE: 10/1/15
 DRAWING NO.: 15
 SHEET NO.: 3 OF 6

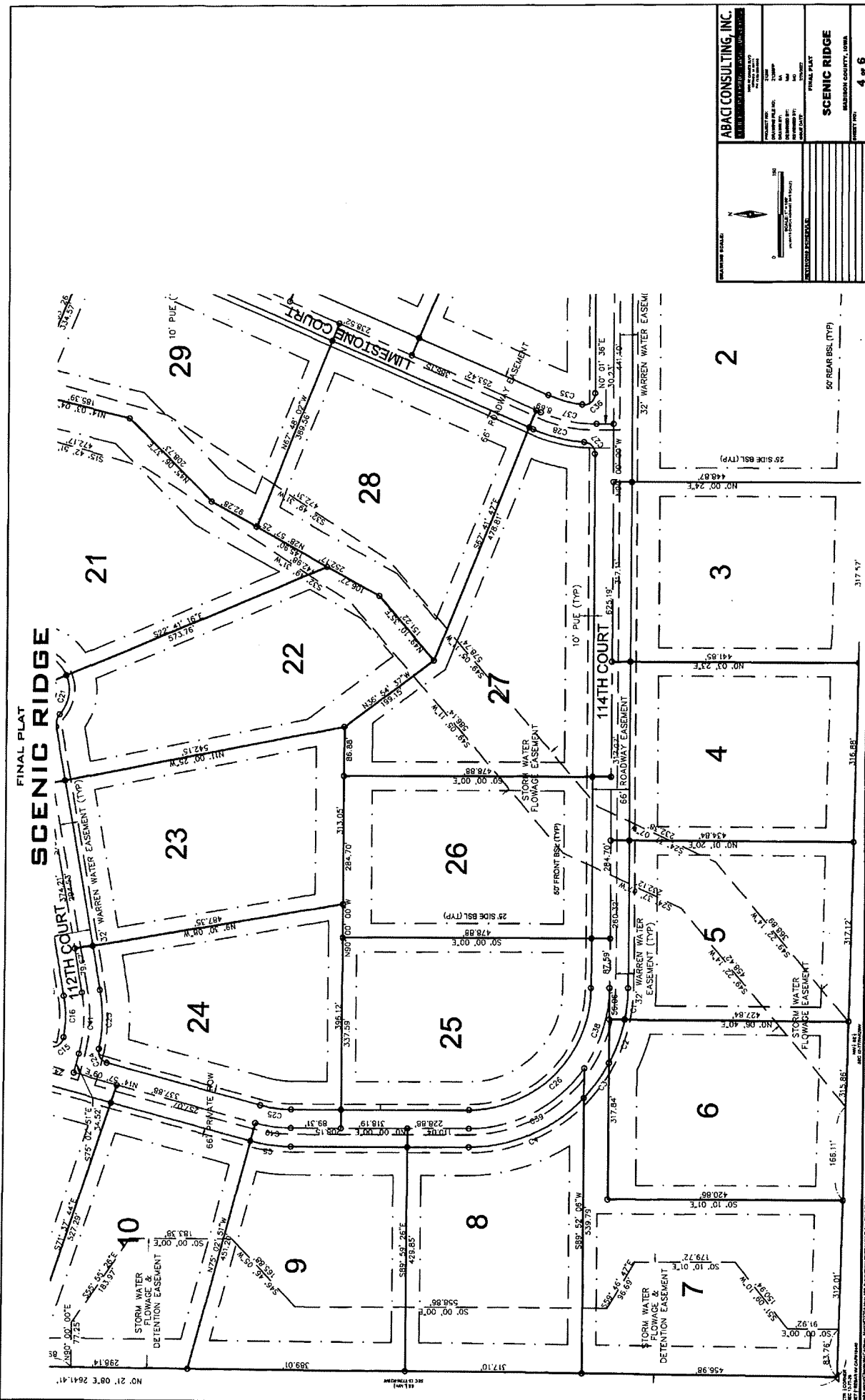
SCALE: AS SHOWN
 PREPARED BY: JLM
 CHECKED BY: JLM
 APPROVED BY: JLM

SCENIC RIDGE
 SANDUSKI COUNTY, OHIO

DATE: 10/1/15

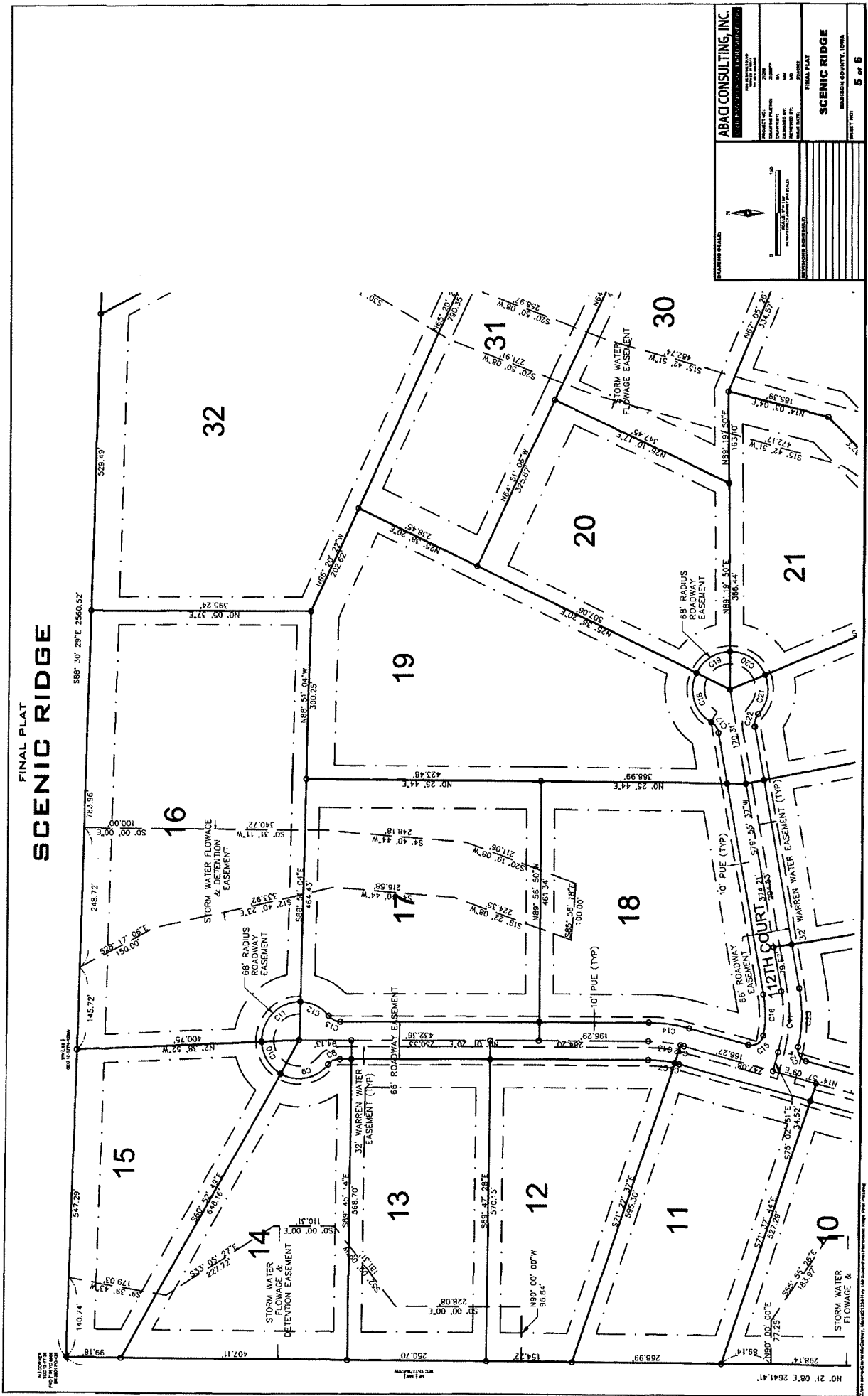
3 OF 6





ABAG CONSULTING, INC.									
STATE LICENSE NO. 03821675	DATE OF ISSUE 12/15/2023								
PLAT NO.	4 OF 6								
PROJECT NAME	SCENIC RIDGE								
COUNTY	BARBERSHOP COUNTY, OKLAHOMA								
<p>PREPARED BY:</p> <table border="0"> <tr><td>DATE</td><td>MM</td><td>DD</td><td>YY</td></tr> <tr><td>21</td><td>03</td><td>2024</td><td></td></tr> </table>		DATE	MM	DD	YY	21	03	2024	
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DATE	MM	DD	YY						
21	03	2024							

FINAL PLAT SCENIC RIDGE



ABACI CONSULTING, INC.
 10000 W. 11TH AVENUE, SUITE 100
 DENVER, CO 80233
 (303) 751-1100
 WWW.ABACI-CO.COM

SCENIC RIDGE
 MARSHALL COUNTY, IOWA
 SHEET NO. 5 of 6

FINAL PLAT

DATE OF RECORDATION: 11/15/2011
RECORDED BY: J. L. HARRIS
RECORDED IN: MARSHALL COUNTY, IOWA
BOOK AND PAGE: 18,997 PAGE 2

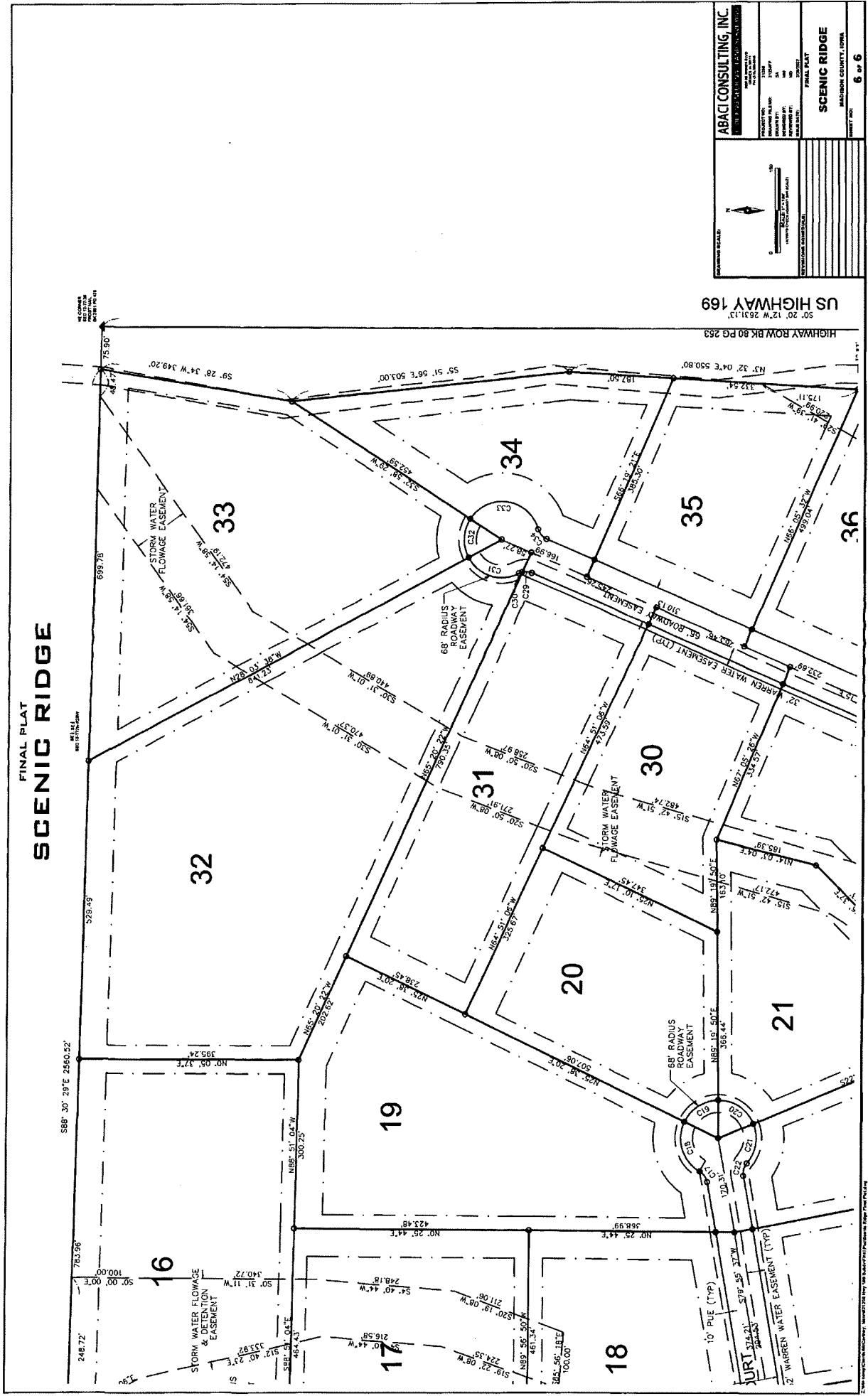
PREPARED BY: J. L. HARRIS
CHECKED BY: J. L. HARRIS
DATE: 11/15/2011

SCALE: AS SHOWN

GRAPHIC SCALE: 0 100 200 FEET

NORTH ARROW

FINAL PLAT SCENIC RIDGE



US HIGHWAY 169
50° 20' 12" W 2631.13'
HIGHWAY ROW BK 80 PG 253

ABACI CONSULTING, INC.	
10000 N. 100th St., Suite 100 Eden Prairie, MN 55324	Phone: 952.941.1111 Fax: 952.941.1112 Email: info@abaci.com
PROJECT NO: 17000000000000000000	DATE: 11/11/2011
DRAWN BY: J. J. JENSEN	CHECKED BY: J. J. JENSEN
APPROVED BY: J. J. JENSEN	DATE: 11/11/2011
PROJECT TITLE: SCENIC RIDGE	FINAL PLAT
SHEET NO. 6 OF 6	