

BK: 2022 PG: 3315  
Recorded: 11/16/2022 at 10:39:56.0 AM  
Pages 7  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.69  
Combined Fee: \$40.69  
Revenue Tax:  
LISA SMITH RECORDER  
Madison County, Iowa

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

*SPACE ABOVE THIS LINE FOR RECORDER*

### DECLARATION OF UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, SCENIC RIDGE HOLDINGS LLC, (hereinafter collectively referred to as the “Grantor”) is the owner of certain real property in Madison County Iowa legally described as:

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

The Real Estate has been platted as “Scenic Ridge” and the Lots within the Plat are connected by common boundaries and served by a private roadway within the Plat. This Grant is being made in anticipation of the sale of the individual Lots within the Plat of Scenic Ridge for the purpose of establishing a Utility Easement for electric, gas, or other utilities serving the individual Lots within the Plat. The Easement is for the benefit of and a burden on the Lots as described in the Easement Exhibit attached hereto and incorporated herein by this reference for use by any utility company for the provision of the services of utilities of a public nature including but not limited to electricity or power, gas if available, and other utilities. There are other Utility Easements within the plat as well. This easement is specifically designed for electric and gas utilities and other utilities which require the use of the space identified in the Easement Exhibit.

The Easement Area is identified by shading on the Easement Exhibit attached as Exhibit A.

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; 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 Utility/Entity/Person installing facilities within the easement area shall restore the Easement Area promptly after installing their facilities in a good and workmanlike manner consistent with industry practice. The Association shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area, but may perform such actions at its sole discretion. 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.** The Declarant and/or 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 utility provider's work/actions/ or omissions or the Declarant's or the Association's exercise of any rights pursuant to this Easement.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the Lot Owners within Scenic Ridge and the Association, its successors and assigns, and its permittees and licensees.
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 11-15, 2022.

SCENIC RIDGE HOLDINGS LLC,  
An Iowa limited liability company

By: [Signature]  
Marc McCartney, Manager

STATE OF IOWA, COUNTY OF DALLAS, ss:

This record was acknowledged before me on 11/15/, 2022 by Marc McCartney as Manager of SCENIC RIDGE HOLDINGS LLC.

By: [Signature]  
Notary Public

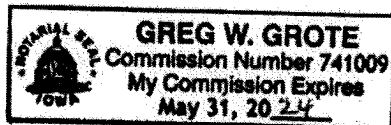


EXHIBIT "A"

SCENIC RIDGE  
LEGAL DESCRIPTION

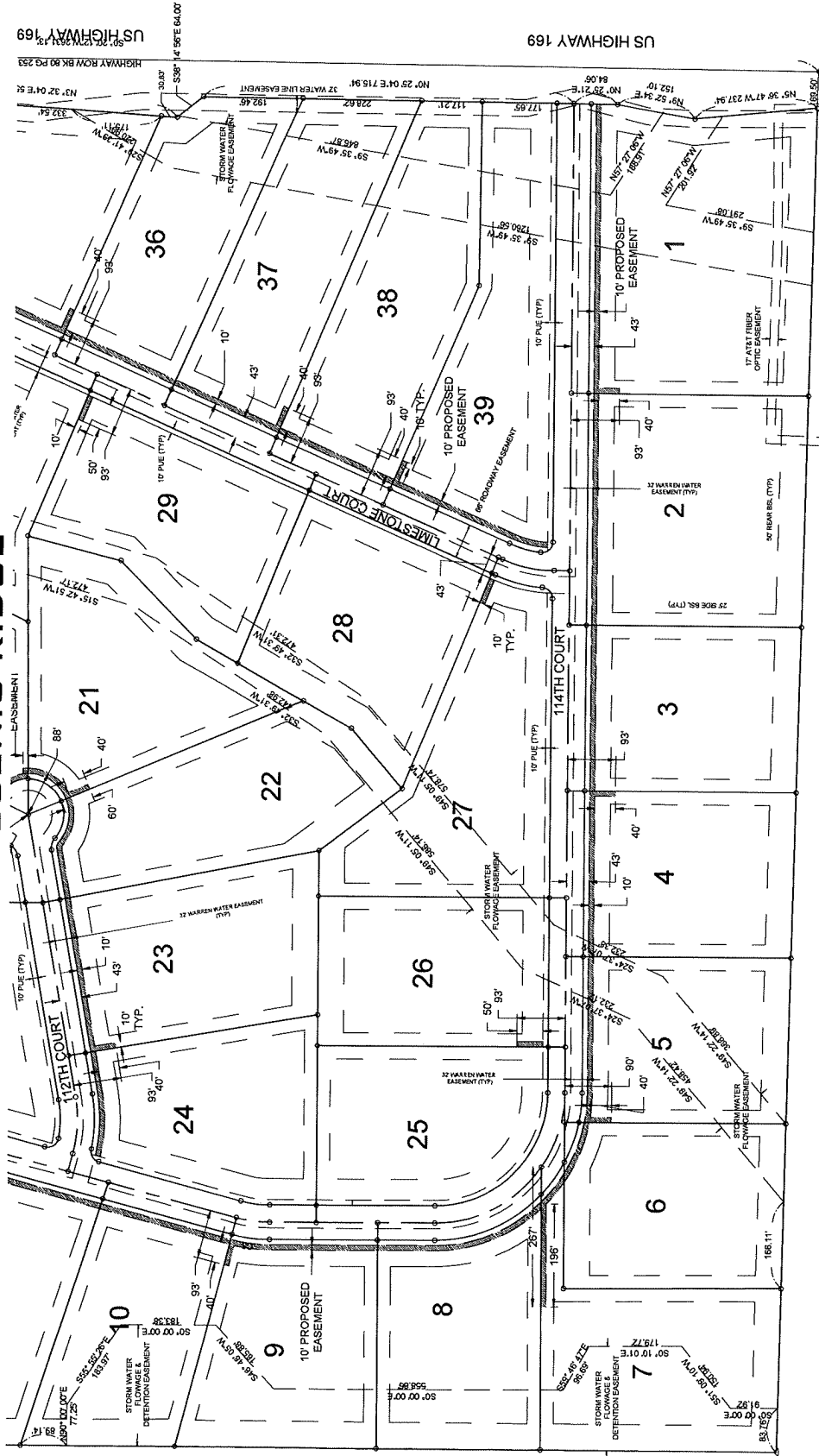
THE NORTHEAST QUARTER (1/4) OF SECTION TWELVE (12) IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5<sup>TH</sup> P.M., MADISON COUNTY, IOWA, EXCEPT THAT PART THEREOF DEEDED FOR HIGHWAY PURPOSES.

EASEMENT AREA

EASEMENT AREA IS IDENTIFIED IN THE ATTACHED MAPS  
OF SCENIC RIDGE BY SHADING ADJACENT TO THE ROADWAYS



# EASEMENT EXHIBIT SCENIC RIDGE



<b>ABACI CONSULTING, INC.</b> CIVIL ENGINEERING & SURVEYING 1001 11th Street, NW Grand Rapids, MN 55743	
PROJECT NO.: 21208 DRAWN BY: CS CHECKED BY: MM DATE: 07/2022 ISSUE DATE: 07/2022	EASEMENT EXHIBIT <b>SCENIC RIDGE</b> MADISON COUNTY, IOWA SHEET NO. <b>2 OF 3</b>

**PRINTING SCALE:**

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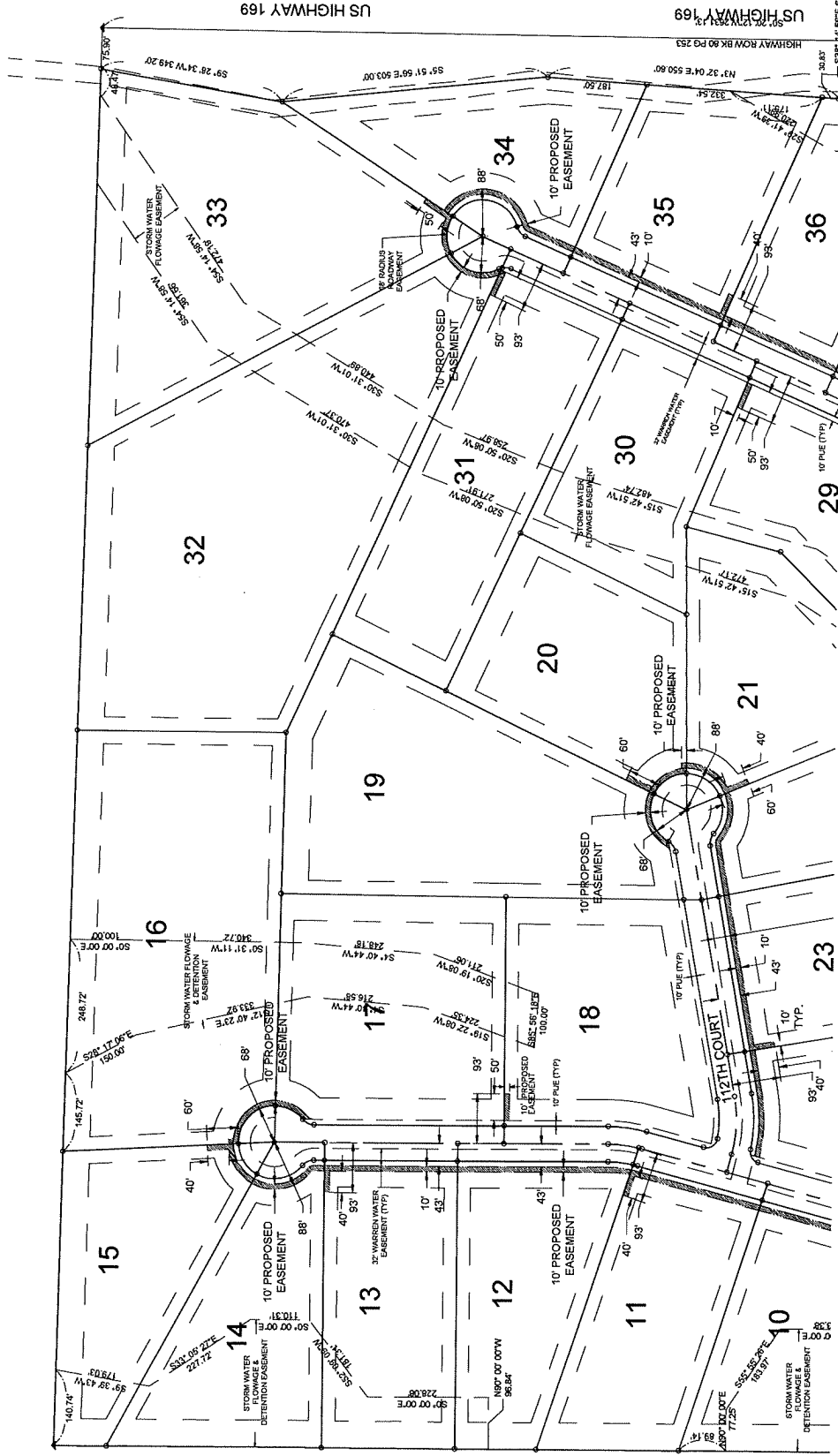
1" = 100'

DATE PLOTTED: 07/20/2022 10:00:00 AM

SCALE: 1" = 100'

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# EASEMENT EXHIBIT SCENIC RIDGE



**ABACI CONSULTING INC.**  
CIVIL ENGINEERING AND SURVEYING

PROJECT NO.: 21204  
DATE: 11/11/2021  
DRAWN BY: JG  
CHECKED BY: JG  
APPROVED BY: JG  
DATE: 11/11/2021

**SCENIC RIDGE**  
EASEMENT EXHIBIT

MAPBOOK NO.: 3 OF 3  
SHEET NO.: 3 OF 3

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