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Carol "Cindy" Hol, Recorder  
Dallas County IOWA

ODD -  
AUD -

Prepared by & Return to: Joel D. Huston, 3101 Ingersoll Ave., Des Moines, IA 50312 515-279-9059

**PRIVATE LANDSCAPE EASEMENT**

**KNOW ALL PERSONS BY THESE PRESENT** that **WILLIAMS POINTE DEVELOPMENT II, L.C.**, an Iowa limited liability company (hereinafter the "Grantor"), for good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, hereby grants and conveys the easements described in this Private Landscape Easement (hereinafter the "Easement").

**WHEREAS**, Grantor owns legal title to the real property legally described as follows:

OUTLOT Z IN WILLIAMS POINTE PLAT 14, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WAUKEE, DALLAS COUNTY, IOWA

(hereinafter the "Outlot").

**WHEREAS**, Grantor desires to encumber the Outlot with a perpetual easement and right-of-way under, over, on, through, across and within the Outlot described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO**

(hereinafter the "Easement Area") for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a landscape buffer area together with all necessary structures and appurtenances thereto, under, over, on, through, across and within the Easement Area. This Easement is for the benefit of the owner(s) of Outlot Z and may not be modified or amended without the approval of the City of Waukee.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor, its successor or assigns, shall not erect any fence or other structure under, over, on, through, across or within the Easement Area.
2. **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.
3. **MAINTENANCE.** Grantor, its successors and assigns shall be responsible for the replacement of any landscape plantings, general landscape maintenance of trees and shrubs, control of weed

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growth and/or preventative pesticides to control infestation of weeds and insects and general policing of the Easement Area to maintain the Easement Area free from debris and trash.

4. **CHANGE OF GRADE PROHIBITED.** Grantor, its successors or assigns, shall not change the grade, elevation or contour of any part of the Easement Area.

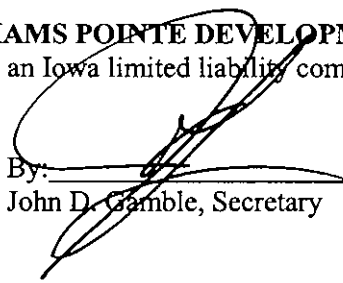
5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does hereby covenant that (i) Grantor holds the real property described as the Easement Area by title in fee simple; (ii) Grantor has good and lawful authority to convey this Easement; and (iii) Grantor covenants to warrant and defend the real property described as 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 June 26, 2007.

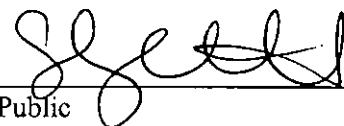
**WILLIAMS POINTE DEVELOPMENT II, L.C.,**  
an Iowa limited liability company

By:   
John D. Gamble, Secretary

STATE OF IOWA        )  
                                  )ss:  
COUNTY OF DALLAS )

On this 13 day of July, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JOHN D. GAMBLE, to me personally known, who being by me duly sworn did say that he is Secretary of the limited liability company, executing the foregoing instrument, that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that JOHN D. GAMBLE acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company by it voluntarily executed.



By:   
Notary Public

**EXHIBIT "A"**  
**WILLIAMS POINTE PLAT 14**  
**PRIVATE LANDSCAPE EASEMENT**

THE WEST 15.00 FEET OF OUTLOT Z, WILLIAMS POINTE PLAT 14, AN OFFICIAL  
PLAT IN THE CITY OF WAUKEE, DALLAS COUNTY, IOWA.