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Fee Amt: \$17.00 Page 1 of 3
Johnson County Iowa
Kim Painter County Recorder
BK **4043** PG **309-311**

Return to:

Prepared by: Michael J. Pugh
Bradley & Riley PC

One South Gilbert Street
Iowa City, IA 52240

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STORM WATER DETENTION EASEMENT

RE: All Phases of Arlington Ridge Subdivisions

and

Outlot "A", Penn Heights Part Three to North Liberty, Iowa, according to the plat thereof recorded in Book 46, at Page 105 of the records of Johnson County, Iowa.

1. For the consideration stated in paragraph 2 below, the undersigned owner, Penn Heights Homeowners Association (hereinafter "Owner"), which expression shall include its successors in interest and assigns, hereby grants to the owners of certain lots located within the Arlington Ridge Subdivisions, as shown as being within the developed drainage area on the attached Exhibit "A", ("Arlington Ridge Lot Owners"), and their successors in interest and assigns, a perpetual easement for the use of the storm water detention facility and storm water lines, pipes, mains, and conduits on the following described area:

Outlot "A", Penn Heights Part Three to North Liberty, Iowa, according to the plat thereof recorded in Book 46, at Page 105 of the records of Johnson County, Iowa.

(hereinafter "Easement Area")

2. In consideration of granting this easement, the Arlington Ridge Homeowners Association shall pay periodic assessments to cover the Arlington Ridge Lot Owner's prorate share of the cost of maintaining and operating the Easement Area. The amount of such assessment payable by the Arlington Ridge Homeowners Association shall be calculated based on the developed acres in the Arlington Ridge subdivisions draining into the Easement Area as a percentage of the total acres in the Penn Heights and Arlington Ridge subdivisions

which drain into the Easement Area. Such calculation shall be certified by MMS Consultants, Inc., or another engineering firm acceptable to the parties, upon the City of North Liberty's acceptance of the improvements in each phase of the Arlington Ridge Subdivision. The percentage determined by such calculation shall be used to determine the Arlington Ridge Homeowner's Association share of such costs until such time as a recertification is completed by a qualified engineering firm.

3. With each periodic assessment, the Owner shall provide the Arlington Ridge Homeowners Association with a copy of all invoices relating to the maintenance and operation of the Easement Area.

4. Owner and its successors reserve the right to use the Easement Area for purposes which will not interfere with the Arlington Ridge Lot Owners full enjoyment of the rights hereby granted; provided that the Owner shall not erect or construct any building, fence or other structure, drill or operate any well, construct any reservoir, or diminish or substantially add to the ground cover on said Easement Area or make any other use of the Easement Area that reduces the basin's capacity to retain stormwater.

5. Owner does hereby covenant that it is lawfully seized and possessed of the real estate above described, and that it has a good and lawful right to convey it, or any part thereof.

6. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the Owner and the Arlington Ridge Lot Owners, and all covenants shall apply to and run with the land and with the title to the land.

7. Nothing contained herein shall, or shall be deemed to, constitute a gift or dedication of any portion of the Easement Area to the general public or for the benefit of the general public for any public purpose whatsoever.

8. In the event a dispute arises with respect to this Agreement, then the issue shall, at the election of either Homeowners Association, be submitted to arbitration. In such event, each side shall appoint one arbitrator and the two arbitrators shall agree upon the decision; in case the two arbitrators cannot agree, they shall select a third arbitrator who shall be a competent, reputable attorney at law, licensed to practice in the State of Iowa, and the three arbitrators when duly appointed shall hear the evidence of the witnesses and do all things fully and completely to enable them to make a fair and complete settlement and decision on all matters in arbitration. Each side shall appoint an arbitrator within five (5) business days after an election is made to submit the dispute to arbitration and thereafter the arbitrators shall, if necessary, appoint a third arbitrator within thirty (30) days thereafter and render a decision within seven (7) days after the hearing. Once the decision is reached, that decision shall be final and binding upon the Homeowners Associations.

Dated this 16th day of June, 2006.

ARLINGTON RIDGE
HOMEOWNERS ASSOCIATION

By: *Gary D. Watts*
Gary D. Watts, President

By: *John W. Moreland, Jr.*
John W. Moreland, Jr., Secretary

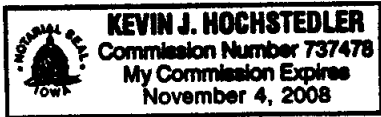
PENN HEIGHTS HOMEOWNERS
ASSOCIATION

By: *Brent A. Kimm*
Brent Kimm, President

By: *Tom Houselog*
Tom Houselog, Secretary

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

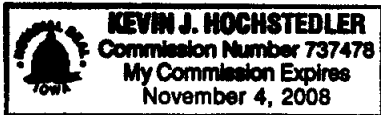
This instrument was acknowledged before me on this 16th day of June, 2006 by Brent Kimm, as President and Tom Houselog, as Secretary for Penn Heights Homeowners Association.



Kevin J. Hochstetler
Notary Public in and for said State

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on this 22nd day of June, 2006 by Gary D. Watts, as President and John W. Moreland, Jr., as Secretary for Arlington Ridge Homeowners Association.



Kevin J. Hochstetler
Notary Public in and for said State