

**PRIVATE LANDSCAPE BUFFER EASEMENT**

**KNOW TO ALL PERSONS BY THESE PRESENTS** that the undersigned, D.R.A. Properties, L.L.C., an Iowa Limited Liability Company, (hereinafter referred to as the “Grantor”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, hereby grants and conveys to Centennial Estates Plat 1 Owners Association (hereinafter referred to as the “Grantee”) the easements described in this Private Landscape Buffer Easement (hereinafter the “Easement”).

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

Lots 38, 39 and 40 in Centennial Estates Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

(hereinafter the “Lots”).

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

**SEE EXHIBIT “A” ATTACHED HERETO**

(hereinafter referred to as the “Easement Area”) for the purpose of constructing, reconstructing, repairing, replacing, inspecting and maintaining a landscape buffer area with all necessary elements through, across and within the Easement Area. This Easement is for the benefit of the owners of each Lot and may not be modified or amended without the approval of the City of Ankeny.

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

1. Erection of Structures Prohibited.

Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Area. If the Grantor desires to install a fence on the Lot, the fence shall be erected east of the Easement Area.

2. Installation and Maintenance.

The Grantor(s), their successors and assigns covenant and agree to install the grading and elevations of said Easement(s), and any other installations that may be necessary, including the installation of any landscape plantings, trees and shrubs, in substantial compliance with Exhibit B, attached hereto, and incorporated by this reference.

After the initial compliance with Exhibit B, and in no event more than twelve (12) months from the date Grantor conveys the property, Grantee shall be responsible to keep and maintain the Easement in good repair, maintenance, and condition. This shall include, without limitation, the control of weed 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. This would also include, without limitation, any future installation of any landscape plantings, trees or shrubs to continue to keep the Easement Area within compliance with Exhibit B.

Grantor shall ensure that no trees are planted within the overlapping gas easement as shown on Centennial Estates Plat 3 final plat and filed easement.

3. Right of Access.

The Grantee shall have the right to access the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to repair, or reconstruct the landscape buffer area, and remove any unauthorized obstructions or structures placed or erected in the Easement Area.

4. Hold Harmless.

The Grantor, subsequent property owners, their successors and assigns, agree to indemnify and hold the Grantee harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind of actions or omission of the Grantor arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

5. Running of Benefits and Burdens.

The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Words and Phrases.

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

Grantor does HEREBY COVENANT that (i) Grantor holds said real estate described in this Easement Area 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 said Easement Area against the claims of all persons whomsoever.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**D.R.A. Properties, L.L.C.**

\_\_\_\_\_  
By: Tara Meredith, Secretary

STATE OF IOWA        )  
                                  ) SS  
COUNTY OF            )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Tara Meredith, to me personally known, who being by me duly sworn, did say that that person is the Secretary of D.R.A. Properties, L.L.C., executing the foregoing instrument; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; that Tara Meredith acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**EXHIBIT "A"**

The east 15 feet of the west 25 feet of Lots 38, 39, and 40, CENTENNIAL ESTATES PLAT 3, an official plat, located in the City of Ankeny, Polk County, Iowa.

All of which is shown on the final plat of said CENTENNIAL ESTATES PLAT 3.

