
Prepared by & Return to: James S. Dougherty, 801 North Ave. PO Box 278, Norwalk, Ia 50211, Phone: (515) 981-5401

**DECLARATION OF RESIDENTIAL COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made this 11th day of April, 2017 by **CORT LANDING, L.L.C.**, an Iowa limited liability company (the "Declarant").

WHEREAS, Declarant is the owner of certain real property legally described as follows:

Lots 1-6 Cort Landing Plat 1, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa; and

WHEREAS, Declarant is desirous of protecting the value and desirability of the Plat.

NOW, THEREFORE, Declarant hereby declares that all property within the Plat shall be held, sold and conveyed and be subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Plat and shall run with the land and shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS.

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- A. "Plat" shall mean and refer to the real property described as Lots 1-6 in Cort Landing Plat 1, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa.
- B. "Declarant" shall mean and refer to Cort Landing, LLC, its successors or assigns.
- C. "Lot" shall mean and refer to an individual parcel of land within the Plat upon which a dwelling may be constructed.
- D. "Building Lot" shall mean and refer to one or more Lots, or one or more Lots and

the portion or portions of adjacent platted Lots in the Plat, used for the construction of one dwelling as herein permitted.

- E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is a part of the Plat.
- F. "Outbuilding" shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.
- G. "City" shall mean the city of Norwalk, Iowa.

II. DESIGNATION OF USE.

All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

III. BUILDING TYPES.

- A. No building or structure shall be constructed, altered, or maintained on any Building Lot other than a detached single family dwelling with an attached private garage.
- B. No building or structure of any kind shall be moved onto any Lot.
- C. The construction of any building or structure on any Building Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site "stick-built" construction and/or off-site modular or panelized construction.

IV. BUILDING AREA DESIGN AND CONSTRUCTION.

No dwelling shall be constructed or permitted to remain upon any Lot unless the design and location is in reasonable harmony with existing structures and unless it meets the following requirements:

- A. One and one-half story, two story, split-level, and split foyer dwellings must have a finished area of not less than 1,750 square feet.
- B. One story or ranch dwellings must have a finished area of not less than 1,450 square feet.
- C. In computing total finished area, the same shall not include any finished area that has its floor below the exterior grade.
- D. In the computation of floor area, the same shall not include any porches,

breezeways, or attached or built-in garages.

- E. All exterior painted portions of any dwelling, garage or Outbuilding located on any Lot shall be finished with earth tone colors approved in writing by Declarant. All exterior painted portions of dwellings that are repainted shall be repainted in such earth tone colors approved.
- F. All dwellings must be constructed using a minimum of twenty-five (25%) brick or stone on the front elevation of the dwelling.
- G. All roof material shall be CertainTeed brand in earth tone colors or shingle of equal color, quality and appearance thereto.
- H. All buildings, structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.
- I. If a minimum basement elevation requirement is shown on the recorded final plat for any Lot, the dwelling upon such Lot shall have a finished basement floor elevation as shown on the recorded final plat.
- J. Declarant shall have the option to require Declarant's soil engineer to approve and monitor all soil excavation during exaction of basements for dwellings constructed upon any Lot.

V. ARCHITECTURAL REVIEW.

No building or structure, nor any addition or alteration thereof, shall be constructed or substantially altered on any Building Lot unless and until a design plan and a site plan (collectively the "Plans") have been submitted to and approved by Declarant. The Plans shall contain details of design, color scheme, elevation, site grade, landscaping, light poles, fencing, roofing, sidewalks, driveways, pet enclosures and other similar matters. The Plans shall also state the type of construction, including external details and materials. Declarant shall, within thirty (30) days from the date of submittal of the Plans, deliver to the Owner written approval of, rejection of, or required changes to the Plans. The intent of this provision is to insure that buildings and structures are developed in reasonable harmony within the Plat and that the covenants, restrictions and conditions contained herein are met in connection with such development. Declarant may terminate the requirements of this provision at any time, in its sole and absolute discretion, by recording notice of such termination.

VI. GARAGES AND DRIVEWAYS.

All dwellings shall have a minimum of a two-car attached garage. All dwellings shall have a portland cement concrete driveway not less than 16 feet in width and running from the city street to the garage.

VII. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES.

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, trailer, unfinished dwelling basement, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No vehicle with a gross vehicle weight greater than 7,000 pounds, and no camper, motor home, watercraft, trailer, or mechanical equipment may be parked or maintained on any Lot (except inside a garage) or on the public street, other than on a temporary basis; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. Temporary shall mean no more than a total of thirty (30) days per year. At no time may any vehicle, trailer or camper be parked or maintained in the yard of any Lot. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

VIII. FENCES.

No fences or other structures may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including chain link fence around a dog run, shall be permitted unless it is a black vinyl coated fence. All fences shall be kept in good repair and attractive appearance. No fences may be built or maintained on any Lot prior to commencement of construction of the single family dwelling and issuance of an occupancy permit.

IX. DECKS

Decks attached to a dwelling must be constructed from cedar, redwood, treated lumber or other products approved by Declarant. All decks shall be kept in good repair and attractive appearance.

X. TREES AND SOD.

The Owner of each Lot is required to plant two trees on such Lot, within ninety (90) days of occupancy, from any of the following species of trees: Red Maple (*Acer rubium*), Norway Maple (*Acer platanoides*), Marshall's Seedless Ash (*Fraxinus* p. 'Marshall's Seedless'), Northern Red Oak (*Quercus borealis*), Burr Oak (*Quercus macrocarpa*), Little Leaf Linden (*Tilia cordata*), or any other species approved by Declarant in writing (collectively "Front Yard Trees"), in the front yard of the Lot, outside the public right-of-way. The Front Yard Tree should be planted as near to the right-of-way as possible and not within an easement area without the consent of the easement holder. Front Yard Trees shall be a minimum of 2" caliper in diameter, 10'-12' in height, and have a minimum spread of 4'.

Within sixty (60) days of completion of a dwelling upon a Lot, the front yard, side yards and twenty-five feet (25') of the rear yard measured from the rear of the dwelling foundation shall be fully sodded (except where the topography, conservancy districts, creek slopes or tree cover does not permit such sodding) and the remainder of the rear yard to the rear lot line shall be seeded or sodded. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

XI. EASEMENTS.

The Owner shall keep and preserve that portion of the Easement Area within his or her property free and clear of trees, shrubs, bushes, brush, trash, debris, weeds, undergrowth, objects, landscape elements, dirt fill and other vegetative growth (unless species are designated for Stormwater design) and obstructions, or affect grades in any manner which may interfere, obstruct or impair usage of the easement. Such maintenance obligations shall include, but are not limited to, mowing, weed control, replacement of permitted vegetation, removal of trash, litter, and debris and, in the event of a storm water or flowage easement, control of the flow of water and designed storage volume within the basins by keeping the basin outlets and intakes clear of sediment and debris. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed. The Owner shall not make changes to grade elevation or contour of any part of the Easement Area without obtaining prior written consent of the City Engineer.

A. EASEMENT LEGAL DESCRIPTIONS

PUBLIC STORM SEWER EASEMENTS:

THE SOUTH 10.00 FEET OF THE WEST 100.00 FEET OF LOT 6
THE NORTH 10.00 FEET OF THE WEST 100.00 FEET OF LOT 5

PUBLIC STORM SEWER & STORM WATER DETENTION EASEMENT:

LOTS 5 AND 6 EXCEPT THE WEST 100.00 FEET OF LOTS 5 AND 6.

STORM WATER FLOWAGE & DETENTION EASEMENT

LOTS 3 AND 4 EXCEPT THE WEST 130.00 FEET OF LOTS 3 AND 4.

STORM WATER FLOWAGE EASEMENT

LOTS 1 AND 2 EXCEPT THE WEST 130.00 FEET OF LOTS 1 AND 2.

PUBLIC UTILITY EASEMENTS:

THE SOUTHERLY 10.00 FEET OF LOT 1
THE WESTERLY 10.00 FEET OF LOTS 1, 2, 3, 4, 5 AND 6
THE NORTHERLY 10.00 FEET OF LOT 6

PUBLIC WATER MAIN EASEMENT:

THE NORTH 15.00 FEET OF LOT 6

XII. NUISANCES.

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.

XIII. EROSION CONTROL.

The Owner and/or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, heirs and/or building contractors shall take all necessary precautions to prevent, stabilize and/or control erosion on the Lot and the Plat, to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot and the Plat, and, in the event it occurs, to promptly clean up all eroded sediment and to restore all affected areas to their original

condition.

Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

During the ownership of the Lot, Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule or regulation.

XIV. SIGNS.

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except (i) street markers, traffic signs, or any signs installed by the City by other governmental entities or by the Declarant, (ii) signs which have been approved by Declarant in writing not exceeding 144 square inches in area on which there shall only be exhibited the street number and/or the name of the resident, (iii) a customary sign (one per Building Lot) advertising a Building Lot or dwelling for sale, not exceeding 1,296 square inches, and (iv) signs which have been approved by Declarant in writing advertising the builder or for promotional or marketing purposes. In the event that any signs other than those described above shall be placed or exposed to view on any Lot, the agents of the Declarant are hereby given the right to enter upon such Lot and remove such signs.

Declarant reserves the right to install entrance and directional signs with respect to the Plat, at locations and of design determined by the Declarant in a manner consistent with the ordinances of the City.

XV. TRASH RECEPTACLES.

No trash receptacles or garbage cans shall be permitted to be placed on a Lot outside a dwelling, garage or Outbuilding unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling, garage or Outbuilding, within twelve (12) hours following the scheduled pick up of such trash.

XVI. UTILITIES.

All utility connection facilities and services shall be underground.

XVII. TOWERS AND ANTENNAS.

No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings, on garages or on Outbuildings. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling shall be permitted for the cable from such exterior tower, antenna or receiver dish. Said exterior tower, antenna or receiver dish shall be mounted on the rear elevation or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on dwellings, on garages or on Outbuildings.

XVIII. MAINTENANCE.

The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep the same free of trash, weeds and debris and to keep the lawn and landscaping well maintained and healthy, including (but not limited to) maintaining the lawn at a height not to exceed six (6) inches. The Owner and/or occupant of each Lot shall jointly and severally be responsible to maintain the exterior of any dwelling, the driveway, fence, screening and all other improvements.

XIX. CERTAIN ANIMALS PROHIBITED.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of three (3) dogs and/or cats be kept at any one Building Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, must be completely screened or otherwise hidden from view from any other Lot and all streets within the Plat. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard.

XX. ACCESSORY STRUCTURES.

Each Building Lot may have no more than one (1) customary and traditional accessory structure such as a tool shed, garden house, in-ground swimming pool, tennis court and the like. Any trash receptacle, or tool shed, garden house or other Outbuilding of like nature, shall be properly screened by a privacy fence and/or shrubbery. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements, including dog kennels and runs, shall not extend farther than the front line of the residential dwelling extended to the side lot lines and shall not be located within 20 feet of any side or rear Lot line, as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plat as recorded, whichever is the more restrictive.

XXI. SURFACE WATER.

The topography of the Plat is such that surface water may flow from certain Building Lots onto

other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

XXII. MAILBOXES.

Neighborhood mailbox cluster units shall be installed by the Declarant according to United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

XXIII. ENFORCEMENT OF COVENANTS.

This Declaration shall be deemed to run with the land, and the Declarant, successor to the Declarant, or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant or Owner prevails in any such action.

XXIV. AMENDMENTS OF COVENANTS.

This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Provided, however, until the Declarant has sold all of the Lots, it may make amendments or modifications to this Declaration, including adding additional land to these covenants, without the consent of any other Owners or other party. Such amendments or modifications by the Declarant shall be effective the date the amendment or modification has been filed with the Recorder.

XXV. PERIOD OF COVENANTS.

The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions and reservations created by this Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of Owners under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect.

XXVI. ENFORCEMENT AND WAIVER.

A. In the event that any one or more of the foregoing covenants, conditions or

restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.

- B. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by this Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.
- C. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.
- D. This Declaration may be assigned by the Declarant to a successor in interest by written instrument executed by both parties and filed with the Recorder of Warren County, Iowa.

IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

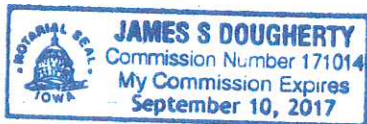
CORT LANDING, L.L.C.,
an Iowa limited liability company

By: *Kelly Cortum Manager*
Kelly Cortum, Manager

STATE OF IOWA, COUNTY OF WARREN:

This record was acknowledged before me on April 11th, 2017, by Kelly Cortum, as Manager of Cort Landing, L.L.C.

By: *[Signature]*
Notary Public



Prepared by: James S. Dougherty, Dougherty Law Firm, PO Box 278, 801 North Ave. Norwalk, Iowa 50211
Return to: City Clerk, City of Norwalk, 705 North Ave., Norwalk, IA 50211

**STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT
AND PERMANENT EASEMENT AGREEMENT
FOR CORT LANDING PLAT 1**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT (this “Agreement”) is dated _____ and entered into by and between **CORT LANDING, L.L.C.**, an Iowa limited liability company (“Grantor”) and the **CITY OF NORWALK, IOWA**, a municipality (the “City”). Grantor is owner and developer of the following described real estate:

Lots 1-6 Cort Landing Plat 1, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa;

(collectively, the “Benefited Property”). Grantor is obligated by the Municipal Code of the City to control storm water runoff for the Benefited Property as a part of the subdivision plat approval process. In consideration for the City’s approval of Grantor’s subdivision plat, the parties have entered into this Agreement to control and address storm water runoff for the Benefited Property.

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the Benefited Property shall be controlled through installation, construction and maintenance of a storm water detention basin and related appurtenances (the “Storm Water Management Facility”) upon, over, under, through and across the property described as follows (the “Easement Area”).

LOTS 1 THROUGH 4 EXCEPT THE WEST 130.00 FEET THEREOF.
LOTS 5 AND 6 EXCEPT THE WEST 100.00 FEET THEREOF.

All in Cort Landing Plat 1, an Official Plat, in Norwalk, Warren County, Iowa.

The Storm Water Management Facility shall not include the drainage structures located in the North 10.00 Feet of Lot 5 and the South 10.00 Feet of Lot 6.

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall be in substantial compliance with the storm water management concept plan as provided in the Post-Construction Storm Water Ordinance on file with the City and which is available for public inspection. The design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.

3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance. Every Owner of a Lot within the Benefitted Property (collectively, the "Owners") hereby agrees pursuant to the covenants and obligations of this Agreement, to be equally responsible for the maintenance and obligations herein.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards set forth in the Post-Construction Storm Water Ordinance. Grantor's obligations under this Agreement may not and shall not be transferred until the City provides written notification to Grantor that construction of the Storm Water Management Facility has been completed and the Storm Water Management Facility is accepted by the City and Grantor shall have no further duties, obligations or responsibilities pursuant to this Agreement.

5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that all of the owners of a benefited property shall be a responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. It is further covenanted and agreed that the obligations of this Agreement shall not be transferred or assigned without the written consent of the City.

6. Grantor hereby covenants and agrees that a property owner upon which a portion of the Storm Water Management Facility is located is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for the all benefited Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.

7. The Owners of the property on which the Storm Water Management Facility is located shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility. Should any Owner do anything in conflict with this obligation, Grantor and thereafter, all successors and assignees of the Owner shall comply with all terms of the Easement set forth in Part II herein.

8. The Owners of the property on which the Storm Water Management Facility is located shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water

Management Facility from the original design of the facility. The inspection shall be documented with a written report. Any deficiencies or defects noted by the inspection shall be corrected by the Owners of the property on which the deficiencies or defects to the Storm Water Management Facility is located. The inspection report shall be made available to the City for review upon request and shall be kept and maintained for a period of three (3) years from the date of inspection.

9. Should the Owners of the property on which the Storm Water Management Facility is located fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assess the costs against each of a Benefited Property, pursuant to the formula set forth below:

Each Owner shall be assessed its proportionate share of the costs by dividing the gross area (expressed in square feet) of the Owner's Lot by the gross area (expressed in square feet) of all Lots contained in the Benefited Property.

The assessments shall be a lien on each Owner's lot and placed on the tax bill and collected as ordinary tax.

**PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY
AND SURFACE WATER FLOWAGE**

10. Grantor hereby grants to the Benefited Property owners and the City, a Permanent Easement for Storm Water Management Facility and Surface Water Flowage under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, dredging and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.

11. The Owners shall keep and preserve that portion of the Easement Area within his or her property free and clear of trees, shrubs, bushes, brush, trash, debris, weeds, undergrowth, objects, landscape elements, dirt fill and other vegetative growth (unless species are designated for Stormwater design and approved by the City) and obstructions, or affect grades in any manner which may interfere, obstruct or impair usage of the Storm Water Detention Facility. Such maintenance obligations shall include, but are not limited to, mowing, weed control, replacement of permitted vegetation, removal of trash, litter and debris and control of the flow of water and designed storage volume within the basins by keeping the basin outlets and intakes clear of sediment and debris.

12. It is the obligation of Grantor and, thereafter, the Owners of the property on which the Storm Water Management Facility is located to maintain that portion the Easement Area within such Owner's respective Lot as set forth below:

- a. Mow, if required, on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.

- b. Remove all trash, litter, debris or obstructions to the flow of water in the Easement Area and any inlets or outlets located within the Easement Area.
 - c. Plant, maintain and replant as necessary permitted vegetation.
 - d. Inspect for any defects, obstructions, or any changes in the original design and report those changes to the City.
13. It is the obligation of Grantor and, thereafter, the Owners of the benefitted properties, to maintain the Storm Water Management Facility as set forth below:
- a. Remove any accumulated sediment from the outlet structures and remove any sediment greater than the original design depth.
 - b. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan, and replant vegetation as designated on the original design.
 - c. Grade, repair, replace and maintain the basin and outlet structure and pipes (if applicable) as necessary to assure the effectiveness for storm water runoff for the Benefited Property.
 - d. Inspect for any defects, obstructions, or any changes in the original design.
 - e. Inspect and determine the depth of the basin on an annual basis.
 - f. Fulfill all of the obligations of the individual Owners should the Owners fail in their responsibilities to maintain the Easement Area and inspect the Storm Water Management Facility under this Agreement.
14. No chemicals or any substance shall be applied to the Easement Area that shall harm or impair the effectiveness of the Storm Water Maintenance Facility as a storm water runoff control measure.
15. No portion of the Storm Water Management Facility shall be altered or removed without the prior written approval of the City Engineer.
16. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
17. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
18. No planting of trees and shrubs shall be allowed within the Easement Area (other than planting allowed or required pursuant to the original Storm Water Management Control Plan on file with the City).

19. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

20. Grantor, its successors and assigns, and the City and its agents, contractors, employees and assigns 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 as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.

21. Grantor covenants on behalf of itself and the Owners of the Benefited Property that the Easement Area or any area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, Owners of the Benefited Property from complying with the requirements of this Agreement.

22. Grantor covenants on behalf of itself and the Owners of the Benefited Property to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor and the Owners of the Benefited Property arising out of or in connection with any undertaking arising out of or otherwise related to this Agreement.

23. This Agreement shall be perpetual and deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds the real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and that Grantor covenants to warrant and defend the Easement Area against the lawful claims of all persons whomsoever.

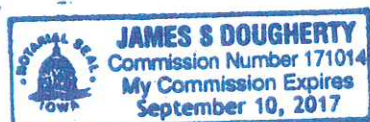
Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

CORT LANDING, L.L.C.
an Iowa limited liability company

By: *Kelly Cortum - Manager*
Kelly Cortum, Manager

STATE OF IOWA,
COUNTY OF WARREN:

This record was acknowledged before me on April 21st, 2017, by Kelly Cortum, Manager of **CORT LANDING, L.L.C.**

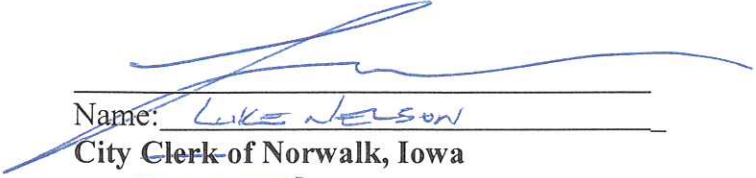


By: *[Signature]*
Notary Public

ACCEPTANCE BY CITY OF NORWALK, IOWA

I, Luke Nelson, ^{MANAGER} City Clerk of the City of Norwalk, Iowa, do hereby certify that the above and foregoing easement was duly approved and accepted by the City Council of the City of Norwalk by Resolution passed on the 6TH day of APRIL, 2017, and this certificate is made pursuant to authority contained in such Resolution.

Signed this 21ST day of APRIL, 2017.


Name: Luke Nelson
City Clerk of Norwalk, Iowa
^{MANAGER}

STORM WATER COMPLIANCE ADDENDUM

Buyer and any successor-in-interest (hereafter "Buyer") is hereby notified that there exists, for Cort Landing Plat 1, (the "Development") (which includes the Property), an NPDES Storm Water Discharge Permit No. 2 (the "General Permit"), bearing DNR authorization number IA-[], and a storm water pollution prevention plan ("SWPPP"). A copy of the General Permit for the Development is located at the Iowa Department of Natural Resources, Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319. A copy of the SWPPP is located at 340 Wright Road, Ste E, Norwalk, Iowa 50211.

The Permit terms can be found at <http://www.iowadnr.com/water/stormwater/forms/2general.pdf>. Buyer has purchased Lot [] in CORT LANDING Plat 1, Norwalk, IA (hereafter the "Property").

Buyer understands and agrees that, from and after the Closing Date, Buyer shall become the sole responsible permittee for the Property and for compliance with all terms, provisions and requirements of the General Permit, the SWPPP and any and all applicable storm water and/or erosion control statutes, rules and ordinances.

Additionally, Buyer agrees that, prior to disturbance of any soil on the Property, Buyer shall create and have on site a SWPPP specific to the Property that incorporates the requirements of the General Permit and is in addition to the SWPPP for the Development and Buyer shall undertake all activities necessary to comply with any and all applicable storm water and/or erosion control statutes, rules and ordinances. Buyer's SWPPP shall provide storm water protection for the Property and shall be in full compliance with the terms of the General Permit and ordinances without reliance on or consideration of the SWPPP for the Development. In addition, Buyer shall, under all circumstances, prevent the loss, transfer or migration of any soil, silt, sediment, petroleum product, hazardous substance or solid waste from or beyond the boundaries of the Property purchased by Buyer. At all times, Buyer shall have sole operation control of storm water discharges associate with the Property.

Additionally, Buyer understands that there may exist, on the Property, field tiles which have been previously installed to facilitate drainage. Buyer is accepting the Property "as is" and agrees to repair, restore and/or maintain said field tiles at all times.

Buyer shall protect, defend, indemnify and hold Seller harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to: 1) any discharges from the Property identified above; 2) any alleged violation of any NPDES, storm water and/or erosion control statute, rule or ordinance, after the date of sale of the Property to Buyer; and 3) any filed tile(s) that may exist on the Property. Buyer hereby releases, waives and otherwise discharges any and all claims that Buyer may assert against Seller relating, in any manner, to items 1-3 above. The covenants and provisions of this Addendum shall be covenants running with the land and this document may, at Seller's discretion, be filed with the County Recorder's office at the time of closing. Further, Buyer's obligations shall not be discharged by sale of the Property without written consent of the Seller.

Notwithstanding anything else contained herein to the contrary, Buyer acknowledges and agrees that the Seller may, with thirty (30) days prior written notice to Buyer, file a Notice of Discontinuation of the General Permit and that upon acceptance of that filing by the Iowa Department of Natural Resources, Buyer shall be deemed automatically to have assumed full responsibility for any SWPPP activities and NPDES permits if required by governing authorities.

Seller:

Cort Landing LLC

By: _____

Buyer

Print Name: Kelly Cortum

Buyer

Title: Manager