

# DRAFT - WORKING COPY 04/23/2020

<b>INSTRUMENT PREPARED BY:</b>	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010 (515) 288-2500
<b>RETURN TO:</b>	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010

## OUTLOT USE RESTRICTIONS AND MANAGEMENT/OWNERSHIP AGREEMENT

**THIS OUTLOT USE RESTRICTIONS AND MANAGEMENT/OWNERSHIP AGREEMENT** (this "Agreement") is being made and entered into between Story County, Iowa (the "County"), the Story County Conservation Board ("SCCB"), and The Quarry Estates, L.L.C. (the "Developer") related to the development of Prairie Valley Subdivision, Story County, Iowa (the "Subdivision").

1. The Developer hereby understands, acknowledges, and agrees that any and all development within the Subdivision (said term includes any and every addition thereof) shall be in accordance with the following provisions and/or instruments:

- a. the Stormwater Management Plan (the "SWMP") submitted as part of the preliminary plat of the Subdivision (the "Preliminary Plat");
- b. the Erosion Control Plan (the "ECP") submitted as part of the Preliminary Plat;
- c. the Protection Subdrain Plan (the "PSP") submitted as part of the Preliminary Plat;
- d. the Fence Plan (the "Fence Plan") submitted as part of the Preliminary Plat;
- e. the access easement granted in favor of SCCB submitted as part of the Preliminary Plat;
- f. applicable provisions of the Code of Ordinances of Story County, Iowa (the "Code");
- g. the Iowa Statewide Urban Design and Specifications ("SUDAS");
- h. as applicable, the terms and provisions of the Restrictive Covenants and Regulations for Prairie Valley Subdivision First Addition, Story County, Iowa (collectively, with the similar restrictive covenant instruments for each future addition of the Subdivision, the "Covenants") with respect to the duties and requirements of the Developer and/or the Association (as that term is defined in the Covenants) as identified therein; and

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- i. any and every supplement and/or amendment to the SWMP, the ECP, the PSP, the Fence Plan, the Code, and SUDAS related to future additions of the Subdivision.
2. The Developer agrees to the following conditions and restrictions with respect to outlots within the Subdivision that are owned by the Association (collectively, the “Outlots” and individually, an “Outlot”) and with respect to lots within the Subdivision dedicated and conveyed by the Developer to the County as part of the platting of the Subdivision (collectively, the “County Lots” and individually, a “County Lot”):
  - a. the Developer shall convey the applicable County Lots to the County by warranty deed with each phase of the Subdivision;
  - b. all Outlots and County Lots that contain greenspace and/or Conservation Easements (as that term is defined in the Covenants) shall be managed as native prairie lots and plantings thereon shall be in strict compliance with the requirements of the SCCB, such management shall include, but not be limited to: (i) the prohibition on planting or growing, in any manner, any invasive plant species (as defined by the Iowa Department of Natural Resources Forestry Invasive Species Guide) on any Outlot, (ii) the requirement that all shrubs and trees planted on any Outlot be of a native species, and (iii) the requirement of preapproval by the SCCB of any seed mixes used on any Outlot;
  - c. water quality within the County Lots shall be tested by the SCCB and/or the County, and in the event the testing indicates the use of fertilizers and/or lawn additives that contain phosphates in violation of the Covenants, the SCCB and/or the County is authorized, pursuant to the Covenants, to resort to an action at law or in equity for relief, either by injunction or in damages, against any person then owning a Lot (as that term is defined in the Covenants) in the Subdivision so violating the Covenants in said manner, and is entitled to attorneys’ fees and costs related thereto;
  - d. no construction materials, debris, hazardous materials, household items, or unapproved plants or soil shall be placed, at any time, on any of the Outlots or the County Lots;
  - e. the County Lots shall be limited to light foot traffic, and no sledding, biking, hunting, trapping, or other activities prohibited by the SCCB shall be permitted on the County Lots;
  - f. the SCCB and/or the County shall be responsible for: (i) the construction and creation of a trail system within or across any County Lot, (ii) the construction and creation of shelters or other structures for public use on the County Lots, as may be shown and identified on the Preliminary Plat, as agreed to by the SCCB, the Developer, and the Association, (iii) the construction of an access gate to designated portions of any County Lot, and (iv) the construction and creation of public parking areas with respect to the Subdivision and the County Lots located therein; and
  - g. the Developer shall be responsible for: (i) the construction of three (3) split-rail fences on the common property lines of the County Lots and the Outlots in order

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to protect environmentally sensitive areas as identified in the Fence Plan, and (ii) the construction of the protection subdrain as identified in the PSP.

3. The parties agree that this Agreement may be modified, amended or supplemented only by written agreement of the parties. This Agreement shall run with the real property made part of the Subdivision and shall be binding upon Developer, its successors and assigns. Time is of the essence in this Agreement. The failure to promptly assert any rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of the parties hereto appear on each counterpart. All counterparts shall collectively constitute a single Agreement. The laws of the State of Iowa shall govern this Agreement. Any dispute relating to this Agreement shall be adjudicated in the Iowa District Court for Story County.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed as of the dates set forth below.

Dated this \_\_ day of April, 2020.

**(SIGNATURE PAGE FOLLOWS)**

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**SIGNATURE PAGE OF  
OUTLOT USE RESTRICTIONS AND DEVELOPMENT AGREEMENT**

**THE QUARRY ESTATES, L.L.C.**

By: \_\_\_\_\_  
Kurt W. Friedrich, Manager

By: \_\_\_\_\_  
Richard J. Johansen, Manager

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this \_\_\_ day of April, 2020, by Kurt W. Friedrich, as a Manager of The Quarry Estates, L.L.C.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My commission expires \_\_\_\_\_

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this \_\_\_ day of April, 2020, by Richard J. Johansen, as a Manager of The Quarry Estates, L.L.C.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My commission expires \_\_\_\_\_

**STORY COUNTY, IOWA**

By: \_\_\_\_\_  
Linda Murken, Chair. Board of Supervisors

By: \_\_\_\_\_  
Lucy Martin, Story County Auditor

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this \_\_\_ day of April, 2020, by Linda Murken and Lucy Martin, the Chair of the Board of Supervisors and the County Auditor, respectively, of Story County, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My commission expires \_\_\_\_\_