

Prepared by and after recording return to:
Michael J. Pugh
Pugh Hagan Prahm PLC

425 E. Oakdale Blvd., Suite 201
Coralville, IA 52241

Phone (319) 351-2028
FAX (319) 351-1102

PUBLIC SANITARY SEWER EASEMENT AGREEMENT

**SUNSET PRAIRIE – PART ONE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

In consideration of the approval of the Final Plat of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, Watts Group Development, Inc. (“Owner”), which expression shall include its successors in interest and assigns, grants to the City of North Liberty, Iowa (the “City”), which expression shall include its successors in interest and assigns an easement as provided herein.

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such sewage lines, pipes, mains, and conduits as the City shall from time to time elect for conveying sewage, with all necessary appliances and fittings for the use in connection with said lines, together with adequate protection therefore, and also a right of way, with the right of ingress and egress thereto, over and across the areas designated on the Final Plat of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, as “Public Sanitary Sewer Easement” (the “Easement Areas”).

Owner further grants to the City:

1. The right of grading said easement area for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said easement area, to such extent as the City may find reasonably necessary.
2. The right from time to time to trim, to cut down and clear away any and all trees and brush on said Easement Areas and also to trim, cut down and clear away any trees on either side of said Easement Areas which now or hereafter in the opinion of the City may be a hazard to said Easement Areas, or which may interfere with the exercise of the City’s rights hereunder in any manner.

3. The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the Easement Areas. The City shall indemnify Owner against unreasonable loss or damage which may occur in the negligent exercise of the easement rights by the City. Except as expressly provided herein, the City shall have no responsibility for maintaining the Easement Areas.

4. Owner reserves the right to use said easement areas for purposes which will not interfere with the City's full enjoyment of the rights hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said area, or diminish or substantially add to the ground cover over said easement areas. Fences or trees places in the easement area, with or without City approval, may be removed by the City without compensation or replacement.

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

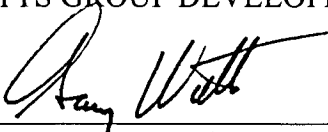
6. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement(s) at issue herein, nor shall Owner be deemed acting as the City's agent during the original construction and installation of said improvement(s). Parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Owner until completion and until acceptance by the City, as by law provided.

7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

[Signature pages to follow]

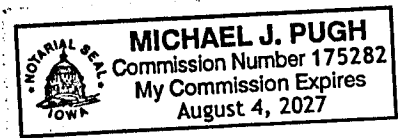
SIGNED this 10 day of August, 2026.

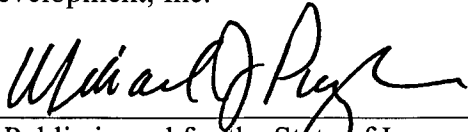
OWNER
WATTS GROUP DEVELOPMENT, INC.

By: 
Gary Watts, President and Secretary

STATE OF IOWA, JOHNSON COUNTY, ss.

This record was acknowledged before me on the 10 day of August, 2026, by Gary D. Watts, as President and Secretary of Watts Group Development, Inc.

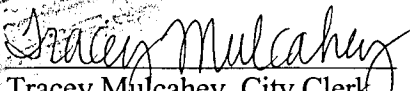



Notary Public in and for the State of Iowa

CITY OF NORTH LIBERTY, IOWA

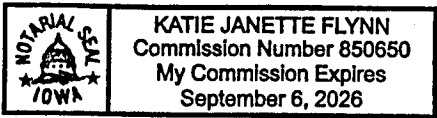
By: 
Chris Hoffman, Mayor

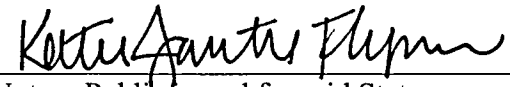
ATTEST:

By: 
Tracey Mulcahey, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON) ss:

On this 11th day of August, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and the instrument was signed and sealed on behalf of the corporation by authority of its City Council, and the said Mayor and City Clerk did acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.




Notary Public in and for said State

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Michael J. Pugh
Pugh Hagan Prahm PLC

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Phone (319) 351-2028
FAX (319) 351-1102

UNDERGROUND PUBLIC UTILITY EASEMENT AGREEMENT

**SUNSET PRAIRIE – PART ONE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

In consideration of the approval of the Final Plat of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, the undersigned owner hereby grants to MidAmerican Energy Co., Mediacom, Alliant, South Slope Cooperative Communications, and their successors, (hereinafter collectively “Grantees”) a perpetual easement upon, over, under, along and across the areas designated on the Final Plat of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, as “15.0 Foot Wide Public Utility Easement” and “10.0 Foot Wide Public Utility Easement” (collectively, the “Easement Areas”), as located within the Subdivision.

The Grantees of this easement shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purpose of serving the Subdivision and other property with electricity, gas, and communication service; the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid. Grantees shall promptly backfill any trench made by them, and repair any damages caused by them within the Easement Areas.

Grantor, its successors in interest and assigns, reserves the right to use said Easement Areas for purposes which will not interfere with the Grantees’ full enjoyment of rights hereby granted; provided that Grantor shall not erect or construct any reservoir, retaining wall or other obstruction on said areas, or diminish or substantially add to the ground cover over said Easement Areas.

No permanent dwellings or trees shall be placed on the areas so designated for utility easement but, with advance written authorization from the Grantees’ representatives, the same may be used for gardens, shrubs, minor landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted. Grantees’ rights, however, include the right to remove and/or clear away any such gardens, shrubs, minor landscaping, bushes and plantings within the Easement Areas without compensation to Grantor or its successor in interest.

SIGNED this 10 day of August, 2026.

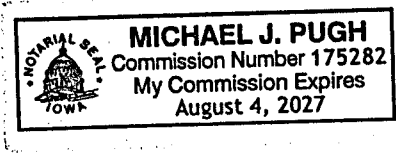
OWNER
WATTS GROUP DEVELOPMENT, INC.

By: Gary Watts
Gary Watts, President and Secretary

[illegible]

This instrument was acknowledged before me on this 10 day of August, 2026, by Gary D. Watts, as President and Secretary of Watts Group Development, Inc.


Notary Public in and for said State



Prepared by and after recording return to:
Michael J. Pugh
Pugh Hagan Prahm PLC

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Coralville, IA 52241

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PUBLIC STORM SEWER EASEMENT AGREEMENT

SUNSET PRAIRIE – PART ONE

NORTH LIBERTY, JOHNSON COUNTY, IOWA

In consideration of the approval of the Final Plat of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, Watts Group Development, Inc. (“Owner”) hereby grants to the City of North Liberty, Iowa (“City”) a perpetual easement upon, over, under, along and across the areas designated on the Final Plat of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, as “15.0 Foot Wide Public Storm Sewer Easement” and “20.0 Foot Wide Public Storm Sewer Easement” (collectively, the “Easement Areas”), as located within the Subdivision.

The City shall have the right to excavate, install, replace, maintain and use such overland drainage ways, water lines, pipes, mains, and conduits as the City shall from time to time elect for conveying water and such drainage way storm sewer lines and storm water drainage culverts as the City shall from time to time elect for conveying storm water, and all necessary appliances and fittings for use in connection with said overland drainage ways and lines, together with adequate protection thereof and also a right-of-way with right of ingress and egress thereto, over and across the Easement Areas.

The City shall also have the following rights in connection with the above:

1.

The right of grading said Easement Areas for the full width thereof, and the right to extend the cuts and fills for such grading into and on said land along and outside of said Easement Areas, to such extent as the City may find reasonably necessary.
2.

The right from time to time to trim, cut down and clear away all trees and brush on said Easement Areas, and on either side of said Easement Areas which now or hereafter in the opinion of the City may be a hazard to said areas or may interfere with the exercise of the City's rights hereunder in any manner.

3. Owner reserves the right to use said Easement Areas for purposes which will not interfere with the City’s full enjoyment of the rights hereby granted; provided that Owner shall not erect or construct any building over said Easement Areas.

4. The Owner may use said Easement Areas for purposes which will not interfere with the City’s full enjoyment of its rights granted herein; provided that the Owner shall not erect or construct any building, fence, retaining wall or other structure; plant any trees, drill or operate any well, or construct any reservoirs or other obstruction on said Easement Areas, or diminish or substantially add to the ground cover over said Easement Areas. Owner may place trees and/or fences in the Easement Areas upon the written approval of the City. However, fences or trees placed in the Easement Areas, with or without City approval, may be removed by the City without obligation or compensation or replacement.

5. The Owner hereby covenants that they are lawfully seized and possessed of the real estate above described, and that they have good and lawful right to convey it or any part thereof.

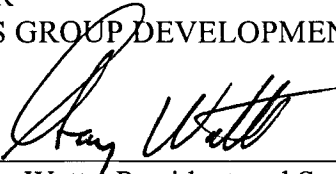
6. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvements at issue herein. Nor shall the Owner be deemed acting as the City's agent during the original construction and installation of said improvements. The parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on the Owner until completion by the Owner, and until acceptance by the City, as provided by law.

7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall be deemed to apply to and run with the title to the land.

[Signature pages to follow]

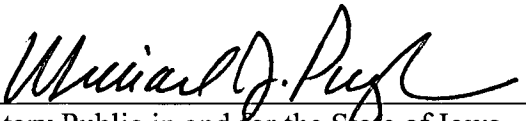
SIGNED this 10 day of August, 2026.

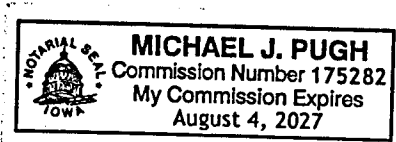
OWNER
WATTS GROUP DEVELOPMENT, INC.

By: 
Gary Watts, President and Secretary

STATE OF IOWA, JOHNSON COUNTY, ss.

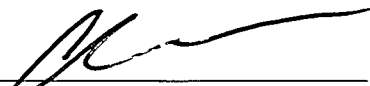
This record was acknowledged before me on the 10 day of August, 2026, by Gary D. Watts, as President and Secretary of Watts Group Development, Inc.


Notary Public in and for the State of Iowa





CITY OF NORTH LIBERTY, IOWA

By: 
Chris Hoffman, Mayor

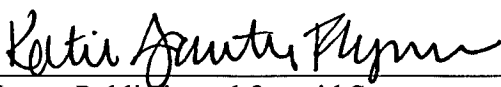
ATTEST:

By: 
Tracey Mulcahey, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON) ss:

On this 11th day of August, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and the instrument was signed and sealed on behalf of the corporation by authority of its City Council, and the said Mayor and City Clerk did acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.




Notary Public in and for said State

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Pugh Hagan Prahm PLC

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FAX (319) 351-1102

PUBLIC ACCESS AND FIRE APPARATUS EASEMENT AGREEMENT

**SUNSET PRAIRIE – PART ONE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

In consideration of \$1.00 plus other valuable consideration, Watts Group Development, Inc. (“Owner”) hereby grants and conveys to the City of North Liberty, Iowa (“City”) an easement for the purpose of two-way traffic over and across the areas designated on the Final Plat of Sunset Prairie - Part One, North Liberty, Johnson County, Iowa, as “Access Easement,” hereinafter described as “easement area.” Said Public Access Easement is granted under the following terms and conditions.

1. The Owner agrees that it will keep the easement area open to allow the free flow of vehicular traffic over the easement area without obstruction.
2. The Owner agrees that it or its successors and assigns, as a covenant running with the land, shall at its expense keep the easement area in good condition and shall repair and maintain the same as maybe appropriate for the purposes for which this easement has been granted. The responsibility for maintenance will include, but is not limited to, keeping the easement area as free as possible of snow, ice, dirt and debris.
3. Notwithstanding the foregoing, the Owner, and its successors and assigns, may form a nonprofit corporation to be an Owner’s Association (“Association”) through which its maintenance obligations contained herein may be fulfilled. Provided further that the Owner, or its successors and assigns, may convey any portion of the real estate over which the easement runs to the Association, which conveyance will be subject to this Agreement as a covenant running with the land.

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

5. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Owner shall not be deemed acting as the City's agent during the original construction and installation of said improvement. The parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Owner until completion by Owner, and until acceptance by the City, as by law provided.

6. This Easement includes the following:

a. City service vehicles are granted a means of ingress, egress, and passage over the access easement area.

b. The City's police department is authorized to ticket, tow, or cause to be towed, pursuant to the Code of Iowa, as amended, any motor vehicle that has been parked or placed upon the easement area in violation of the parking laws of the City and the State of Iowa. This Agreement shall serve as appropriate notice for such authorization to City's police department under the Code of Iowa, as amended. Owner shall place the easement and agreement of record as its sole obligation to notify all persons who may improperly park on said easement/access areas.

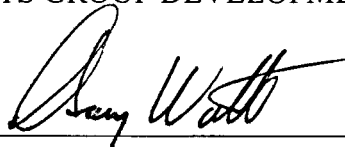
c. City's fire department is granted an easement with the right of access over and across the easement area. Said right of access includes the right of non-emergency access and posting for purposes of enforcing fire safety standards under the uniform Fire Code, as amended.

7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the undersigned, and all covenants shall apply to and run with the land and with the title to the land.

[Signature pages to follow]

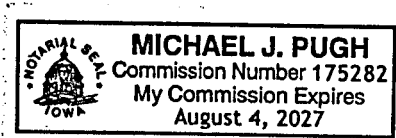
SIGNED this 10 day of August, 2026.

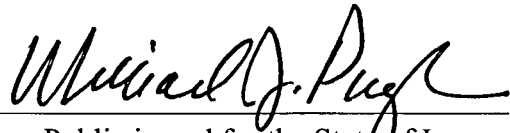
OWNER
WATTS GROUP DEVELOPMENT, INC.

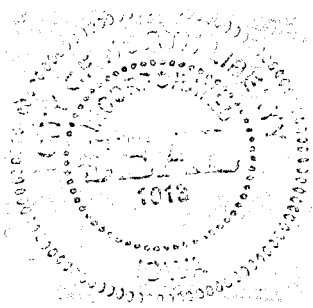
By: 
Gary Watts, President and Secretary

STATE OF IOWA, JOHNSON COUNTY, ss.

This record was acknowledged before me on the 10 day of August, 2026, by Gary D. Watts, as President and Secretary of Watts Group Development, Inc.



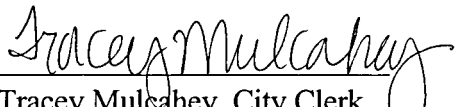

Notary Public in and for the State of Iowa



CITY OF NORTH LIBERTY, IOWA

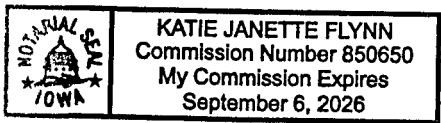
By: 
Chris Hoffman, Mayor

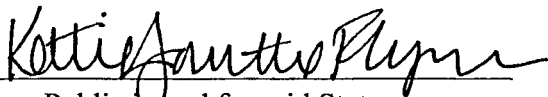
ATTEST:

By: 
Tracey Mulcahey, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON) ss:

On this 11th day of August, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and the instrument was signed and sealed on behalf of the corporation by authority of its City Council, and the said Mayor and City Clerk did acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.




Notary Public in and for said State

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Michael J. Pugh
Pugh Hagan Prahm PLC

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Coralville, IA 52241

Phone (319) 351-2028
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PRIVATE STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

**SUNSET PRAIRIE – PART ONE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

In consideration of the approval of the Final Plat of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, Watts Group Development, Inc. (“Owner”) hereby grants to the Sunset Prairie Homeowners Association (“Association”) a perpetual easement upon, over, under, along and across the areas designated on the Final Plat of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, as “30.0 Foot Wide Private Storm Sewer and Drainage Easement”, “20.0 Foot Wide Private Storm Sewer and Drainage Easement (Centered)”, “36.0 Foot Wide Private Storm Sewer and Drainage Easement”, “10.0 Foot Wide Private Storm Sewer and Drainage Easement”, and “20.0 Foot Wide Private Storm Sewer and Drainage Easement” (collectively, the “Easement Areas”), as located within the Subdivision.

The Association shall have the right to excavate, install, replace, maintain and use such overland drainage ways, water lines, pipes, mains, and conduits as the Association shall from time to time elect for conveying water and such drainage way storm sewer lines and storm water drainage culverts as the Association shall from time to time elect for conveying storm water, and all necessary appliances and fittings for use in connection with said overland drainage ways and lines, together with adequate protection thereof and also a right-of-way with right of ingress and egress thereto, over and across the Easement Areas.

The Association shall also have the following rights in connection with the above:

1. The right of grading said Easement Areas for the full width thereof, and the right to extend the cuts and fills for such grading into and on said land along and outside of said Easement Areas, to such extent as the Association may find reasonably necessary.
2. The right from time to time to trim, cut down and clear away all trees and brush on said Easement Areas, and on either side of said Easement Areas which now or hereafter in the opinion of the Association may be a hazard to said areas or may interfere with the exercise of the Association's rights hereunder in any manner.

The Association shall indemnify the Owner and their successors in interest against any loss and damage which shall be caused by the negligent exercise of any said ingress or egress, construction, maintenance or use by the Association or its agents or employees in the course of their employment.

The Owner may use said Easement Areas for purposes which will not interfere with the Association's full enjoyment of its rights granted herein; provided that the Owner shall not erect or construct any building, fence, retaining wall or other structure; plant any trees, drill or operate any well, or construct any reservoirs or other obstruction on said Easement Areas, or diminish or substantially add to the ground cover over said Easement Areas. Owner may place trees and/or fences in the Easement Areas upon the written approval of the Association. However, fences or trees placed in the Easement Areas, with or without Association approval, may be removed by the Association without obligation or compensation or replacement.

The Owner hereby covenants that they are lawfully seized and possessed of the real estate above described, and that they have good and lawful right to convey it or any part thereof.

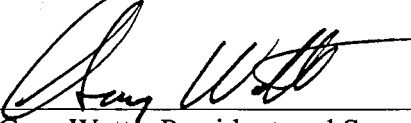
Nothing in this Agreement shall be construed to impose a requirement on the Association to install the original public improvements at issue herein. Nor shall the Owner be deemed acting as the Association's agent during the original construction and installation of said improvements. The parties agree that the obligation to install the public improvement(s) herein shall be in accordance with Association specifications, and the obligation shall remain on the Owner until completion by the Owner, and until acceptance by the Association, as provided by law.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall be deemed to apply to and run with the title to the land.

[Signature pages to follow]

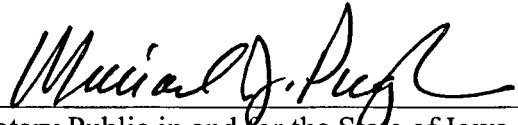
SIGNED this 10 day of August, 2026.

OWNER
WATTS GROUP DEVELOPMENT, INC.

By: 
Gary Watts, President and Secretary

STATE OF IOWA, JOHNSON COUNTY, ss.

This record was acknowledged before me on the 10 day of August, 2026, by Gary D. Watts, as President and Secretary of Watts Group Development, Inc.


Notary Public in and for the State of Iowa



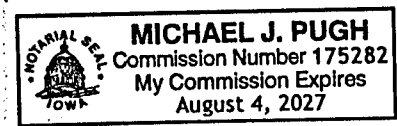
SIGNED this 10 day of August, 2026.

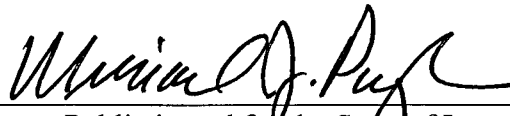
SUNSET PRAIRIE HOMEOWNERS ASSOCIATION

By: 
Gary Watts, President

STATE OF IOWA, JOHNSON COUNTY, ss.

This record was acknowledged before me on the 10 day of August, 2026, by Gary D. Watts, as President of Sunset Prairie Homeowners Association.




Notary Public in and for the State of Iowa

Prepared by and after recording return to:		
Michael J. Pugh	425 E. Oakdale Blvd., Suite 201	Phone (319) 351-2028
Pugh Hagan Prahm PLC	Coralville, IA 52241	FAX (319) 351-1102

LANDSCAPE BUFFER EASEMENT AGREEMENT

**SUNSET PRAIRIE – PART ONE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

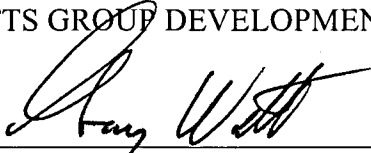
In consideration of the approval of the Final Plat of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, the undersigned owner hereby grants to Sunset Prairie Homeowners Association, a perpetual easement upon, over, under, along and across the areas designated as “20.0 Foot Wide Private Landscape Buffer Easement”, as shown on the Final Plat of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, (the “Easement Areas”), for the purpose of planting and maintaining a mixture of coniferous and deciduous vegetation.

This reserved easement shall include the right to plant, install, lay, construct, reconstruct, renew, treat, care for, and maintain any and all plantings required by the City of North Liberty as part of the approval of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa. No permanent dwellings structures or fences shall be placed on the Easement Areas so designated for Landscape Buffer Easement, however the same may be used purposes that do not then or later interfere with the aforesaid uses or the rights herein granted.

[Signature pages to follow]

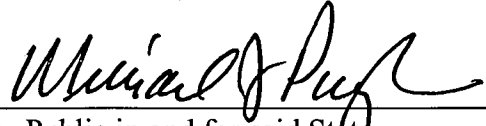
Dated this 10 day of August, 2026.

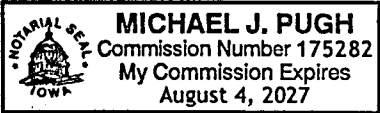
OWNER
WATTS GROUP DEVELOPMENT, INC.

By: 
Gary Watts, President and Secretary

STATE OF IOWA, COUNTY OF JOHNSON, ss:

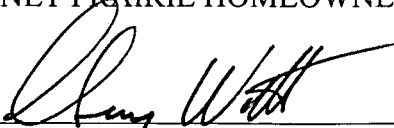
This instrument was acknowledged before me on this 10 day of August, 2026, by Gary Watts, as President and Secretary of Watts Group Development, Inc.


Notary Public in and for said State



SIGNED this 10 day of August, 2026.

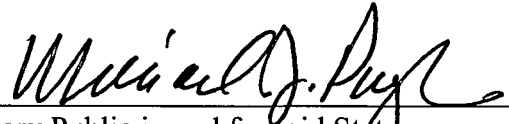
SUSNET PRAIRIE HOMEOWNERS ASSOCIATION

By: 
Gary Watts, President

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 10 day of August, 2026, by Gary D. Watts, as President of Sunset Prairie Homeowners Association.




Notary Public in and for said State

Prepared by and after recording return to:		
Michael J. Pugh	425 E. Oakdale Blvd., Suite 201	Phone (319) 351-2028
Pugh Hagan Prahm PLC	Coralville, IA 52241	FAX (319) 351-1102

DEVELOPMENT SIGN EASEMENT AGREEMENT

**SUNSET PRAIRIE – PART ONE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

In consideration of the approval of the Final Plat of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, the undersigned owner hereby grants to Sunset Prairie Homeowners Association and its assigns, a perpetual easement upon, over, under, along and across the areas designated as “Private Sign Easement” as shown on the Final Plat of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, attached hereto and incorporated herein by reference, hereafter described as “easement area,” for the purpose of installing, repairing and maintaining signage identifying the subdivision.

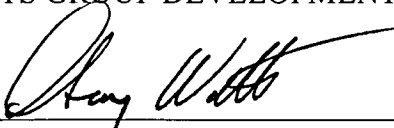
This easement shall include the right to plant, install, lay, construct, reconstruct, renew, treat, care for, and maintain any and all landscaping appurtenant to such signage. No permanent dwellings structures or fences shall be placed on the easement area, however the same may be used for purposes that do not then or later interfere with the aforesaid uses or the rights herein granted.

The easement granted herein may not be terminated without the written approval of the Watts Group Development, Inc.

[Signature page to follow]

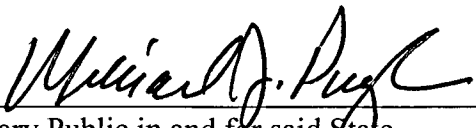
Dated this 10 day of August, 2026.

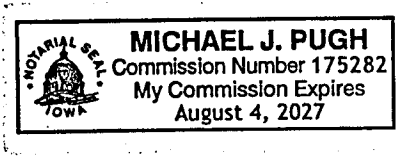
OWNER
WATTS GROUP DEVELOPMENT, INC.

By: 
Gary Watts, President and Secretary

STATE OF IOWA, COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me on this 10 day of August, 2026, by Gary Watts, as President and Secretary of Watts Group Development, Inc.


Notary Public in and for said State



Prepared by and after recording return to:
Michael J. Pugh
Pugh Hagan Prahm PLC

425 E. Oakdale Blvd., Suite 201
Coralville, IA 52241

Phone (319) 351-2028
FAX (319) 351-1102

**STORM WATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT
AND EASEMENT
SUNSET PRAIRIE – PART ONE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as “City,” and Watts Group Development, Inc., hereinafter referred to as “Owner.”

SECTION 1. REQUEST FOR STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT.

- A. The Owner has requested that the City approve this Storm Water Management Facility Maintenance Agreement and Easement with respect to the real estate situated in North Liberty, Johnson County, Iowa, upon which the stormwater management facilities for Sunset Prairie - Part One will be constructed, said real estate designated as “Storm Water Management Easement” as shown on the Final Plat of Sunset Prairie - Part One (the “Facilities”):
- B. As part of this request, the Owner acknowledges the following:
1. The Owner has full ownership and control of the real estate described above;
 2. The Owner, for the purposes of this Agreement, includes the current owner of the property described above; any successor owners, assigns, and heirs of the original Owner, and any other person or party determined to be a “responsible person” as defined in Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto.
 3. This Agreement is required by and shall be enforced pursuant to Chapter 156, City of North Liberty Code of Ordinances, or any successor ordinance thereto, and the Iowa Storm Water Management Manual, or any successor manual thereto.

SECTION 2. CONDITIONS OF APPROVAL OF AGREEMENT.

- A. The Owner agrees that this Agreement shall be a covenant running with the land and shall be binding on the present and future owners of the property in perpetuity unless released by the City.
- B. This Agreement shall be filed with the City Clerk, approved by the City Council, fully executed by both parties, and recorded at the Owner’s expense at the Office of the Johnson County Recorder.

SECTION 3. MAINTENANCE AND REPAIR OF STORM WATER MANAGEMENT FACILITY.

A. The Owner and any future owners of any part or all of the property described in section 1.A above shall be responsible for maintaining and repairing the Facilities in a properly functioning condition, as determined in the sole judgment of the City. Maintenance and repair shall include but is not limited to the following best management practices:

Maintenance & Repair Plan for Wet Detention Basins

ACTIVITY	SCHEDULE	RESPONSIBLE PARTY
-Clean and remove debris from the inlet and outlet structures. Inspect for damage to the pond embankments and overflow weirs; repair as necessary. Examine to ensure that inlet and outlet devices are free of debris and operational.	Monthly	Developer or HOA
-Mow side slopes of the pond.	As needed	Developer or HOA
Inspect for unwanted animals such as muskrats, beaver, woodchucks, skunks or other burrowing type animals. Remove pests by a licensed and insured professional.	Annually	Developer or HOA
Inspect for and eradicate woody vegetation around the dam	Annually	Developer or HOA
-Inspect for damage, paying particular attention to the outlet. Check outfall for signs of surface erosion, seepage, or tunneling along the outfall pipe. -Check for signs of eutrophic conditions. -Note signs of hydrocarbon build-up and remove appropriately. -Monitor for sediment accumulation in the Facilities. The depth at the deepest part of the pond shall be measured. When the deepest depth of the pond is less than 10 feet, the pond shall be dredged to the design depth. Depth determination shall be made by a qualified individual acceptable to the City. -Repair undercut or eroded areas as needed.	Annually	Developer or HOA

-Storm Sewers; inspect for clogging or collapsed pipe. Clean and repair as needed. Inspect for damage, paying particular attention to the basin outlet control structure at each pond, including erosion around the ends of all concrete weir walls, Repair erosion at weir walls when found.	Annually	Developer or HOA
-Remove sediment from forebay. The forebay shall be dredged to design depth.	When 50% of volume is lost	Developer or HOA
-Monitor sediment accumulations, and remove sediment when the pool volume has been reduced significantly or the pond becomes eutrophic.	If 25% of pool volume is lost	Developer or HOA

B. A complete copy of the specifications for the as-built Facilities and related documents will be kept on file with the City to provide more detail as to the Facilities and the maintenance and repair requirements related thereto.

C. The Owner is responsible for documenting maintenance and repair needs and ensuring compliance with the requirements of this ordinance and accomplishment of its purposes.

SECTION 4. MAINTENANCE AND REPAIR; EASEMENT.

The Owner grants to the City an easement for access to the Facilities at reasonable times for periodic inspection by City or City’s designee to ensure that the Facilities are maintained in proper working condition to meet City Storm Water requirements and, if necessary, and for maintenance and repair of the Facilities in accordance with the terms of this Agreement.

The Owner further grants to the City the following rights in connection with said easement:

1. The right to temporarily occupy the area on either side of the Facilities in order to grade said easement areas for the full width thereof.
2. The right from time to time, after providing reasonable notice to the Owner as provided in Section 7, to trim, cut down and clear away all trees and brush on said Facilities which now or hereafter in the opinion of the City may be a hazard to said Facilities, or may interfere with the exercise of the City’s rights hereunder in any manner.

The City shall indemnify the Owner against any loss and damage which shall be caused by the negligent exercise of any said ingress or egress, construction, use or maintenance by the City or its agents or employees in the course of their employment.

The Owner reserves the right to use said Facilities for purposes which will not interfere with the City’s full enjoyment of its right hereby granted; provided that the Owner shall not erect or construct any building, fence, retaining wall or other structures; plant any trees, drill or operate any well; construct any obstructions on said Facilities; or substantially add to the ground cover of said Facilities.

SECTION 5. INSPECTION OF FACILITIES.

The Facilities are subject to periodic inspections by the City on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of uses of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of state or federal water or sediment quality standards or the NPDES Storm Water permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in the Facilities, and evaluating the condition of the Facilities.

SECTION 6. RECORDS OF INSTALLATION AND MAINTENANCE AND REPAIR ACTIVITIES.

The Owner is responsible for the operation and maintenance of the Facilities in perpetuity. The Owner shall make records of the installation and of all maintenance and repairs and shall retain the records for at least twenty-five (25) years. These records shall be made available to the City during inspection of the facility and at other reasonable times upon the City's request.

SECTION 7. FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES.

In the event that the Facilities are not being maintained and repaired as required by this Agreement or the City's ordinances, the City shall notify the Owner in writing. Upon receipt of that notice, the Owner shall have thirty (30) days to effect maintenance and repair of the Facilities in an approved manner. A reasonable extension may be allowed if the work cannot be completed within the thirty days due to weather, unavailability of necessary materials, or other good cause shown by the Owner.

If the Owner fails or refuses to meet the requirements of the maintenance covenant or any provision of this Agreement or the City's ordinance, the City, after reasonable notice, may correct a violation by performing all necessary work to place the Facilities in proper working condition. After correcting said violation, City may assess, jointly and severally, the owners of the Facilities, and any other persons or parties responsible for maintenance under any applicable written agreement with the Owner, for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property or prorated against the beneficial users of the property, which are all property owners of this subdivision, and may be placed on the tax bill and collected as ordinary taxes. The Owner hereby agrees that it shall not be necessary for the City to seek a court order for permission to enter upon the property or take the corrective actions it determines necessary under this Section.

Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall the Owner be deemed acting as the City's agent during the original construction and installation of said improvement. The parties agree that the obligation to install the public improvement herein shall be in accordance with City

specifications, and the obligation shall remain on the Owner until completion by the Owner, and until acceptance by the City, as provided by law.

SECTION 8. ENFORCEMENT AND APPEALS.

A. Building and occupancy permits shall not be issued until the Facilities have been constructed by the Owner and inspected and approved by the City; however, upon request of the Owner and prior to completion of the Facilities, the City may, in its discretion, conditionally approve the Facilities, subject to certain terms and the posting of sufficient security in accordance with Subsection 180.11(8)(A)(2) of the City's Subdivision Ordinance. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.

B. Violation of any provision of this ordinance may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover attorney fees and court costs from any person or party who is determined by a court of competent jurisdiction to have violated this ordinance.

C. Violation of any provision of this ordinance may also be enforced as a municipal infraction within the meaning of §364.22 of the Code of Iowa, pursuant to the City's municipal infraction ordinance.

SECTION 9. OWNER'S OBLIGATION AND CITY ACTIONS.

A. The Owner of part or all of the property described above agrees and is fully obligated to perform as provided in this Agreement. The Owner is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement. Failure of any party responsible to perform under this Agreement is not a defense against any action to be taken by the City.

B. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council.

C. Only upon completion of the Facility and, further, upon inspection and approval of the Facility by the City shall the Owner have the right to assign all of its obligations under this Agreement to a homeowners association or the successor title holder of the property described in Section 1.A of this Agreement. Such assignment shall occur automatically upon recorded conveyance of the property by deed, contract or Declaration of Submission of Property to Horizontal Property Regime pursuant to Iowa Code Chapter 499B.

SECTION 10. FEES.

The Owner agrees to pay for the costs of recording this Agreement. The Owner agrees to pay all necessary recording and filing fees that accrue as a result of any work that is performed under this Agreement or made necessary as a result of this development project. A copy of all

recorded documents, including but not limited to this Agreement, shall be provided to the City.

SECTION 11. NOTICES.

Required notices to the Owner shall be in writing and shall either be hand delivered to the Owner, its agents or employees, or mailed to the Owner by registered mail at the following address:

Watts Group Development, Inc.
c/o Gary D. Watts
425 E. Oakdale Blvd. Suite 101
Coralville, Iowa 52241

The Owner is required to maintain current contact information on file with the City at all times. In the event ownership of the property changes for any reason and under any circumstances, any new owner shall maintain current contact information on file with the City.

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by registered mail in care of the City Administrator at the following address:

North Liberty City Administrator
360 N. Main Street
P.O. Box 77
North Liberty, IA 52317

Notices mailed in conformance with this section shall be deemed properly given.

SECTION 12. SUCCESSORS AND ASSIGNS.

This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the Owner and all successors, heirs, and assigns in perpetuity.

[remainder of page intentionally left blank]

DATED this 11th day of August, 2026.

CITY OF NORTH LIBERTY, IOWA

WATTS GROUP DEVELOPMENT, INC.

By: [Signature]
Chris Hoffman, Mayor

By: [Signature]
Gary D. Watts, President and Secretary

(seal)

ATTEST: [Signature]
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

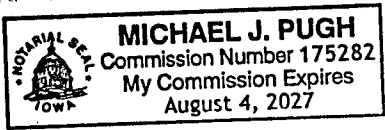
On this 11th day of August, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. 2026-90 of the City Council on the 11th day of August, 2026; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa
My Commission Expires: 9/6/26

STATE OF IOWA, JOHNSON COUNTY, ss:

This instrument was acknowledged before me on the 10 day of August, 2026, by Gary D. Watts as President and Secretary of Watts Group Development, Inc.



[Signature]
Notary Public in and for the State of Iowa
My Commission Expires: August 4, 2027

Prepared by: Michael J. Pugh
Pugh Hagan Prahm PLC

425 E. Oakdale Blvd., Suite 201
Coralville, IA 52241

Phone (319) 351-2028
FAX (319) 351-1102

OFF-SITE PUBLIC SANITARY SEWER EASEMENT AGREEMENT

**SUNSET PRAIRIE – PART ONE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

THIS AGREEMENT, made and entered into by and between Watts Group Development, Inc., an Iowa corporation and the owner of the real estate described herein (“Owner”), which expression shall include its successors in interest and assigns, and the City of North Liberty, Iowa, a municipal corporation (“City”), which expression shall include its agents, successors in interest and assigns.

WITNESSETH:

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such underground sanitary sewer lines, pipes, mains, conduits, with all necessary appliances and fittings for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the areas designated as “Public Sanitary Sewer Easement” as shown on Exhibit “A”, Exhibit “B”, and Exhibit “C”, attached hereto and incorporated herein by reference, hereafter described as “Easement Areas”.

Owner further grants to the City:

1. The right of grading said Easement Areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said Easement Areas to such extent as the City may find reasonably necessary.
2. The right from time to time to trim, cut down and clear away any and all trees and brush on said Easement Areas and also to trim, cut down and clear away any trees intruding upon said Easement Areas which now or hereafter in the reasonable opinion of the City may be a hazard to said Easement Areas, or which may interfere with the exercise of the City's rights hereunder in any manner.

3. The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the Easement Areas. The City shall indemnify and hold harmless Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Owner.
4. City covenants and agrees to remove and stockpile existing topsoil from any areas to be excavated, to be used in the event of any repair. Following any excavation of the Easement Areas performed by the City under this Agreement, all areas within the Easement Areas which are disturbed will be graded to form a uniform slope, and any removed topsoil shall be replaced and re-spread over the disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.
5. Owner reserves the right to use said Easement Areas for purposes which will not interfere with the City's full enjoyment of the rights hereby granted, including, but not limited to, agricultural purposes; provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas. Further, the Property Owner shall not diminish or substantially add to the ground cover or otherwise landscape on or over said Easement Areas. Fences and trees placed in the Easement Areas, with or without City approval, may be removed by the City without compensation or replacement. Notwithstanding the provisions above, fences may be placed in the Easement Areas, so long as the property is used for agricultural purposes and until said agricultural use is discontinued for a period of twelve (12) months or more.
6. Owner agrees that as and when the land including the Easement Areas is subdivided pursuant to the ordinances of The City, Owner shall depict the Easement Areas on said subdivision plat.
7. The City shall not fence any part of the Easement Areas, unless otherwise agreed in writing by the parties.
8. The Owner shall not change the grade, elevation or contour of the Easement Areas without obtaining the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.
9. The Owner does hereby covenant with the City that the Owner holds said real estate described in this easement by title in fee simple; that the Owner has good and lawful authority to convey the same; and that the Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.
10. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall Owner be deemed acting as the City's agent during the original construction and installation of said improvement. The parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Watts Group Development, Inc., the developer of

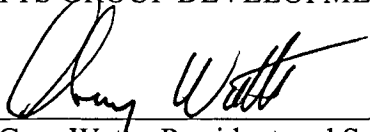
Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, until completion, and until acceptance by the City, as by law provided.

11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

[Signature pages to follow]

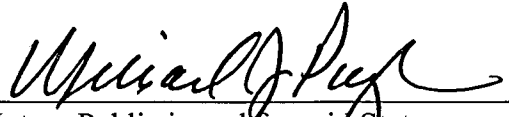
SIGNED this 10 day of August, 2026.

OWNER
WATTS GROUP DEVELOPMENT, INC.

By: 
Gary Watts, President and Secretary

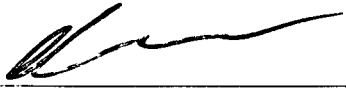
STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 10 day of August, 2026, by Gary D. Watts, as President and Secretary of Watts Group Development, Inc.

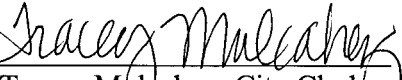

Notary Public in and for said State



CITY OF NORTH LIBERTY, IOWA

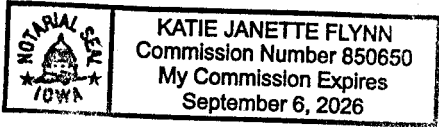
By: 
Chris Hoffman, Mayor

ATTEST:

By: 
Tracey Mulcahey, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON) ss:

On this 1st day of August, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and the instrument was signed and sealed on behalf of the corporation by authority of its City Council, and the said Mayor and City Clerk did acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



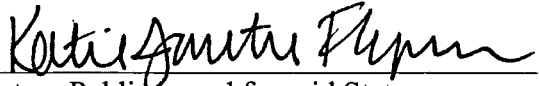

Notary Public in and for said State

Exhibit "A"

LOCATION:	SURVEY REQUESTED BY:
PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR	PROPRIETOR OR OWNER
RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
DOCUMENT RETURN INFORMATION	DATE OF SURVEY:
LAND SURVEYOR	02-20-2025

FOR COUNTY RECORDER'S USE

EASEMENT EXHIBIT

UTILITY, SANITARY SEWER, WATER MAIN, AND STORM SEWER AND DRAINAGE
NORTH LIBERTY, JOHNSON COUNTY, IOWA

LEGEND AND NOTES

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(R)

(M)

C22-1

- CONGRESSIONAL CORNER, FOUND

- PROPERTY CORNER(S), FOUND (as noted)

- PROPERTY CORNERS SET
(5/8" Iron Pin w/ yellow, plastic LS Cop
embossed with "MMS")

- CUT "X"

- PROPERTY &/or BOUNDARY LINES

- CONGRESSIONAL SECTION LINES

- RIGHT-OF-WAY LINES

- CENTER LINES

- LOT LINES, INTERNAL

- LOT LINES, PLATTED OR BY DEED

- EASEMENT LINES, WIDTH & PURPOSE NOTED

- EXISTING EASEMENT LINES, PURPOSE NOTED

- RECORDED DIMENSIONS

- MEASURED DIMENSIONS

- CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

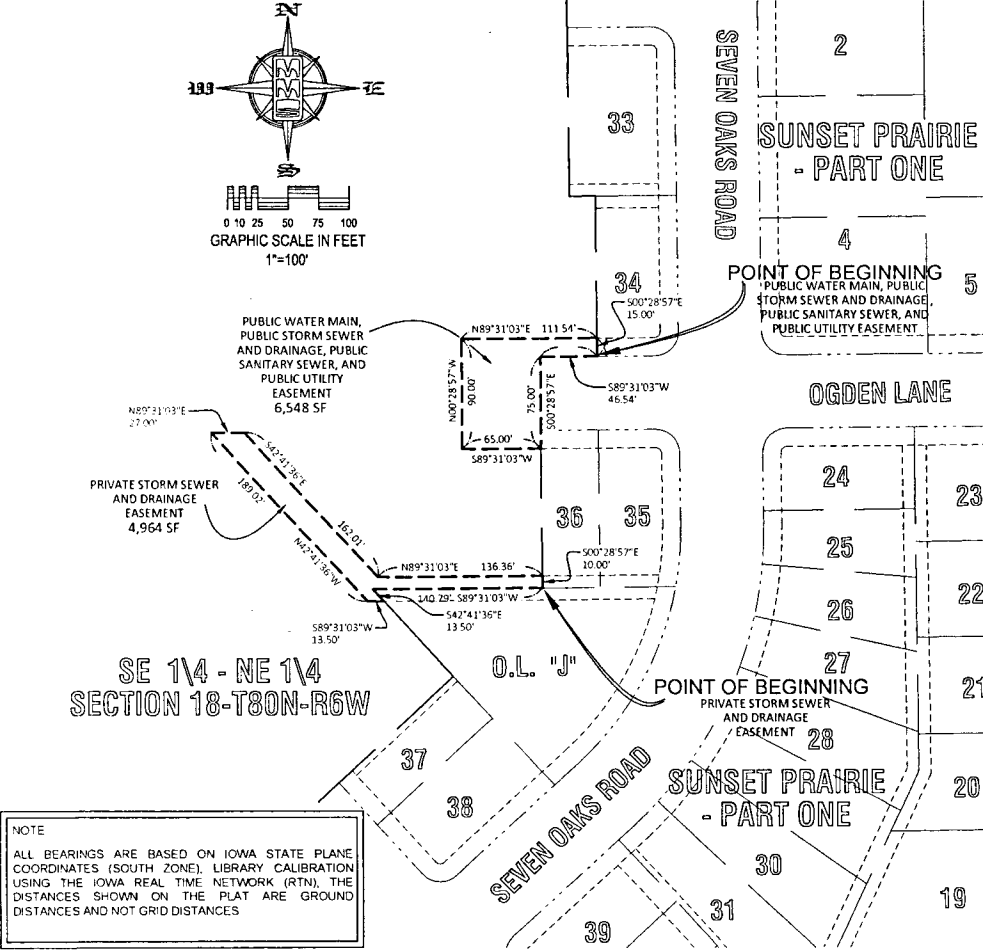
Date	Revision
02-10-2026	PER RRN REVIEW - RLW
03-20-2026	PER CITY REVIEW
04-22-2026	PER CITY REVIEW
04-29-2026	PER RRN REVIEW - RLW

EASEMENT EXHIBIT

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	02-04-2026
Designed by:	KJB
Field Book No:	1404
Drawn by:	RLW
Scale:	1"=100'
Checked by:	RRN
Sheet No:	1
Project No:	1331-935
of:	1



DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT

BEGINNING at the Southwest Corner of Lot 36 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S89°31'03"W, along the West Line of said Sunset Prairie - Part One, a distance of 140.79 feet; Thence S42°41'36"E, along said West Line, 13.50 feet; Thence S89°31'03"W, 13.50 feet; Thence N42°41'36"E, 189.02 feet; Thence S89°31'03"E, 27.00 feet; Thence S42°41'36"E, 162.01 feet; Thence N89°31'03"E, 136.36 feet, to a Point on the West Line of said Lot 36; Thence S00°28'57"E, 10.00 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 4,964 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PUBLIC WATER MAIN, PUBLIC STORM SEWER AND DRAINAGE, PUBLIC SANITARY SEWER, AND PUBLIC UTILITY EASEMENT

BEGINNING at the Southwest Corner of Lot 34 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S89°31'03"W, along the West Line of said Sunset Prairie - Part One, a distance of 46.54 feet; Thence S00°28'57"E, along said West Line, 75.00 feet; Thence S89°31'03"W, 65.00 feet; Thence N00°28'57"W, 90.00 feet; Thence N89°31'03"E, 111.54 feet, to a Point on the West Line of said Sunset Prairie - Part One; Thence S00°28'57"E, along said West Line, 15.00 feet, to the POINT OF BEGINNING. Said Public Water Main, Public Storm Sewer and Drainage, Public Sanitary Sewer, and Public Utility Easement contains 6,548 square feet, and is subject to easements and restrictions of record.

PROFESSIONAL LAND SURVEYOR
RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

My license renewal date is December 31, 20 ____

Pages or sheets covered by this seal:

SEAL

Exhibit "B"

LOCATION	SURVEY REQUESTED BY:
PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR:	PROPRIETOR OR OWNER:
RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
DOCUMENT RETURN INFORMATION:	DATE OF SURVEY:
LAND SURVEYOR	02-20-2025

EASEMENT EXHIBIT
UTILITY, WATER MAIN, SANITARY SEWER
NORTH LIBERTY, JOHNSON COUNTY, IOWA

LEGEND AND NOTES

- ▲ - CONGRESSIONAL CORNER, FOUND
 - - PROPERTY CORNER(S), FOUND (as noted)
 - - PROPERTY CORNERS SET
(5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
 - ✂ - CUT "X"
 - - PROPERTY &/or BOUNDARY LINES
 - - - CONGRESSIONAL SECTION LINES
 - - - RIGHT-OF-WAY LINES
 - - - CENTER LINES
 - - - LOT LINES, INTERNAL
 - - - LOT LINES, PLATTED OR BY DEED
 - - - EASEMENT LINES, WIDTH & PURPOSE NOTED
 - - - EXISTING EASEMENT LINES, PURPOSE NOTED
 - (R) - RECORDED DIMENSIONS
 - (M) - MEASURED DIMENSIONS
 - C22-1 - CURVE SEGMENT NUMBER
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

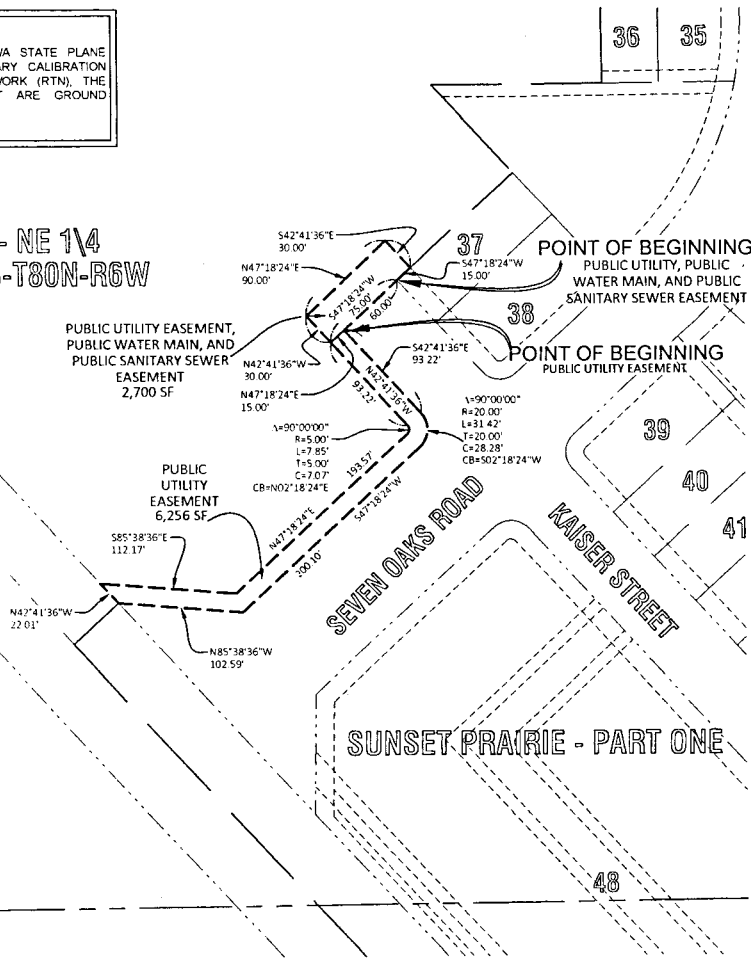
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

NOTE

ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (SOUTH ZONE), LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN). THE DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES

SE 1/4 - NE 1/4
SECTION 18-T80N-R6W



DESCRIPTION - PUBLIC UTILITY EASEMENT

COMMENCING at the Southwest Corner of Lot 37 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S47°18'24"W, along the West Line of said Sunset Prairie - Part One, a distance of 60.00 feet; to the POINT OF BEGINNING; Thence S42°41'36"E, along said West Line, 93.22 feet; Thence Southwesterly, 31.42 feet, along said West Line, on a 20.00 foot radius curve, concave Northwesterly, whose 28.28 foot chord bears S02°18'24"W; Thence S47°18'24"W, along said West Line, 200.10 feet; Thence N85°38'36"W, along said West Line, 102.59 feet, to a Point on the East Right-of-Way Line of South Dubuque Street; Thence N42°41'36"W, along said East Right-of-Way Line, 22.01 feet; Thence S85°38'36"E, 112.17 feet; Thence N47°18'24"E, 193.57 feet; Thence Northeasterly, 7.85 feet, along a 5.00 foot radius curve, concave Northwesterly, whose 7.07 foot chord bears N02°18'24"E; Thence N42°41'36"W, 93.22 feet; Thence N47°18'24"E, 15.00 feet, to the POINT OF BEGINNING. Said Public Utility Easement contains 6,256 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PUBLIC UTILITY, PUBLIC WATER MAIN, AND PUBLIC SANITARY SEWER EASEMENT

BEGINNING at the Southwest Corner of Lot 37 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S47°18'24"W, along the West Line of said Sunset Prairie - Part One, a distance of 75.00 feet; Thence N42°41'36"W, 30.00 feet; Thence N47°18'24"E, 90.00 feet; Thence S42°41'36"E, 30.00 feet, to a Point on the West Line of said Lot 37; Thence S47°18'24"W, along said West Line, 15.00 feet, to the POINT OF BEGINNING. Said Public Utility, Public Water Main, and Public Sanitary Sewer Easement contains 2,700 square feet, and is subject to easements and restrictions of record.

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	_____, 20____
	RICHARD R. NOWOTNY P.L.S. Iowa Lic. No. 17916 My license renewal date is December 31, 20____.
	Pages or sheets covered by this seal: _____ _____ _____

SEAL

Date	Revision
02-10-2026	PER RRN REVIEW - RLW
03-20-2026	PER CITY REVIEW - RLW
04-22-2026	PER CITY REVIEW - RLW
04-29-2026	PER RRN REVIEW - RLW

EASEMENT EXHIBIT

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	02-04-2026
Designed by:	KJB
Field Book No:	1404
Drawn by:	RLW
Scale:	1"=100'
Checked by:	RRN
Sheet No:	1
Project No:	1331-935
of:	1

Exhibit "C"

LOCATION	SURVEY REQUESTED BY
PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	WATTS GROUP DEVELOPMENT, INC. 425 E. OAKDALE BLVD., SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR	PROPRIETOR OR OWNER
RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 S. GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319.351.8282	WATTS GROUP DEVELOPMENT, INC. 425 E. OAKDALE BLVD., SUITE 101 CORALVILLE, IOWA 52241
DOCUMENT RETURN INFORMATION	DATE OF SURVEY
LAND SURVEYOR	02.20.2025

LEGEND AND NOTES

●

○

⊙

—

(R)

(W)

C22-1

CONGRESSIONAL CORNER, FOUND

PROPERTY CORNER(S), FOUND (as noted)

PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic L.S. Cap embossed with "MMS")

CUT "X"

PROPERTY &/or BOUNDARY LINES

CONGRESSIONAL SECTION LINES

RIGHT-OF-WAY LINES

CENTER LINES

LOT LINES, INTERNAL

LOT LINES, PLATTED OR BY DEED

EASEMENT LINES, WITH & PURPOSE NOTED

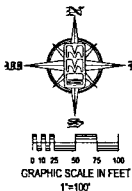
EXISTING EASEMENT LINES, PURPOSE NOTED

MEASURED DIMENSIONS

RECORDED DIMENSIONS

CURVE SEGMENT NUMBER

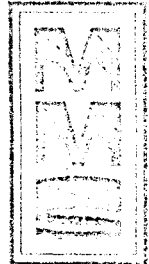
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



EASEMENT EXHIBIT

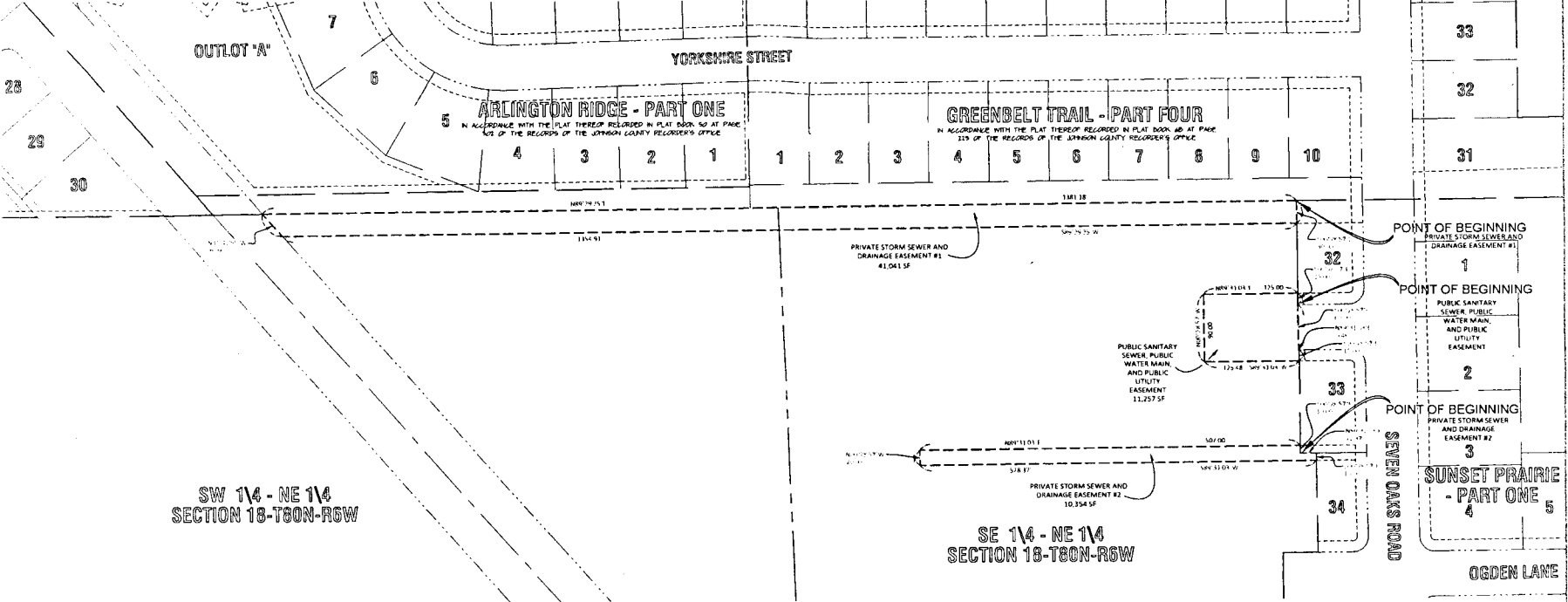
STORM SEWER AND DRAINAGE, UTILITY, WATER MAIN, AND SANITARY SEWER
NORTH LIBERTY, JOHNSON COUNTY, IOWA

NOTE
ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (SOUTH ZONE). LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN). THE DISTANCES SHOWN ON THE PLAN ARE GROUND DISTANCES AND NOT GRID DISTANCES



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST
IOWA CITY, IOWA 52240
(319) 351-6282
www.mmsconsultants.net

Date	Revision
2.10.2026	PER RRN REVIEW - RLW
03.20.2026	PER CITY REVIEW - RLW
04.22.2026	PER CITY REVIEW - RLW
04.29.2026	PER RRN REVIEW - RLW



DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT #1

BEGINNING at the Northwest Corner of Lot 32 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S00°28'57"E, along the West Line of said Lot 32, a distance of 30.00 feet; Thence S89°29'25"W, 1354.91 feet, to a Point on the Easterly Right-of-Way of South Dubuque Street; Thence N41°41'55"W, along said Easterly Right-of-Way Line, 39.86 feet, to its intersection with the South Line of Greenbelt Trail - Part Four, in accordance with the Plat thereof Recorded in Plat Book 68 at Page 223 of the Records of the Johnson County Recorder's Office; Thence N89°29'25"E, along said South Line, 1381.18 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 41,041 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PUBLIC SANITARY SEWER, PUBLIC WATER MAIN, AND PUBLIC UTILITY EASEMENT

BEGINNING at the Southwest Corner of Lot 32 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S00°28'57"E, along the West Line of said Sunset Prairie - Part One, a distance of 60.00 feet; Thence N89°31'03"E, along said West Line, 0.48 feet; Thence S89°31'03"W, 125.48 feet; Thence N00°28'57"W, 90.00 feet; Thence N89°31'03"E, 125.00 feet, to a Point on the West Line of said Sunset Prairie - Part One; Thence S00°28'57"E, along said West Line, 15.00 feet, to the POINT OF BEGINNING. Said Public Sanitary Sewer, Public Water Main, and Public Utility Easement contains 11,257 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT #2

BEGINNING at the Southwest Corner of Lot 33 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence N89°31'03"E, along the West Line of said Sunset Prairie - part One, a distance of 21.37 feet; Thence S00°28'57"E, along said West Line, 10.00 feet; Thence S89°31'03"W, 528.37 feet; Thence N00°28'57"W, 20.00 feet; Thence N89°31'03"E, 507.00 feet, to a Point on the West Line of said Sunset Prairie - Part One; Thence S00°28'57"E, 10.00 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 10,354 square feet, and is subject to easements and restrictions of record.

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.	
	RICHARD R. NOWOTNY P.L.S. Iowa Lic. No. 17916	20____
	My license renewal date is December 31, 20____	
	Pages or sheets covered by this set: _____	
	SEAL	

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS INC.	
Date:	02-04-2026
Designed By:	KJB
Field Book No:	1404
Drawn By:	RLW
Scale:	1"=100'
Checked By:	RRN
Sheet No:	1
Project No:	1331-935
GPSHEET	

Prepared by: Michael J. Pugh
Pugh Hagan Prahm PLC

425 E. Oakdale Blvd., Suite 201
Coralville, IA 52241

Phone (319) 351-2028
FAX (319) 351-1102

OFF-SITE WATER MAIN EASEMENT AGREEMENT

**SUNSET PRAIRIE – PART ONE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

THIS AGREEMENT, made and entered into by and between Watts Group Development, Inc., an Iowa corporation and the owner of the real estate described herein (“Owner”), which expression shall include its successors in interest and assigns, and the City of North Liberty, Iowa, a municipal corporation (the “City”), which expression shall include its agents, successors in interest and assigns.

WITNESSETH:

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such water lines, pipes, mains, conduits, with all necessary appliances and fittings for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the areas designated as “Public Water Main Easement” on Exhibit “A”, Exhibit “B”, and Exhibit “C”, attached hereto and incorporated herein by reference, hereafter described as “Easement Areas”.

Owner further grants to the City:

1. The right of grading said Easement Areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said Easement Areas to such extent as the City may find reasonably necessary.
2. The right from time to time to trim, cut down and clear away any and all trees and brush on said Easement Areas and also to trim, cut down and clear away any trees intruding upon said Easement Areas which now or hereafter in the reasonable opinion of the City may be a hazard to said Easement Areas, or which may interfere with the exercise of the City's rights hereunder in any manner.

3. The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the Easement Areas. The City shall indemnify and hold harmless Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Owner.

4. City covenants and agrees to remove and stockpile existing topsoil from any areas to be excavated, to be used in the event of any repair. Following any excavation of the Easement Areas performed by the City under this Agreement, all areas within the Easement Areas which are disturbed will be graded to form a uniform slope, and any removed topsoil shall be replaced and re-spread over the disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

5. Owner reserves the right to use said Easement Areas for purposes which will not interfere with the City's full enjoyment of the rights hereby granted, including, but not limited to, agricultural purposes; provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas. Further, the Property Owner shall not diminish or substantially add to the ground cover or otherwise landscape on or over said Easement Areas. Fences and trees placed in the Easement Areas, with or without City approval, may be removed by the City without compensation or replacement. Notwithstanding the provisions above, fences may be placed in the Easement Areas, so long as the property is used for agricultural purposes and until said agricultural use is discontinued for a period of twelve (12) months or more.

6. Owner agrees that as and when the land including the Easement Areas is subdivided pursuant to the ordinances of The City, Owner shall depict the Easement Areas on said subdivision plat.

7. The City shall not fence any part of the Easement Areas, unless otherwise agreed in writing by the parties.

8. The Owner shall not change the grade, elevation or contour of the Easement Areas without obtaining the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

9. The Owner does hereby covenant with the City that the Owner holds said real estate described in this easement by title in fee simple; that the Owner has good and lawful authority to convey the same; and that the Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

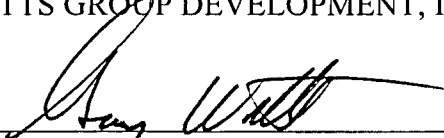
10. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall Owner be deemed acting as the City's agent during the original construction and installation of said improvement. The parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City specifications, and the obligation shall remain on Watts Group Development, Inc., the developer of

Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, until completion, and until acceptance by the City, as by law provided.

11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

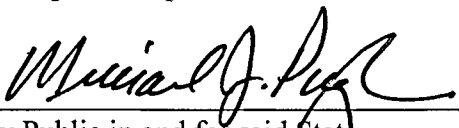
[Signature pages to follow]

OWNER
WATTS GROUP DEVELOPMENT, INC.

By: 
Gary Watts, President and Secretary

STATE OF IOWA, JOHNSON COUNTY) ss:

This instrument was acknowledged before me on this 10 day of August, 2026, by Gary D. Watts, President and Secretary of Watts Group Development, Inc.

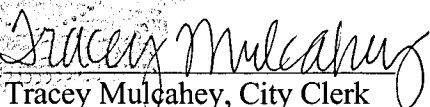

Notary Public in and for said State



CITY OF NORTH LIBERTY, IOWA

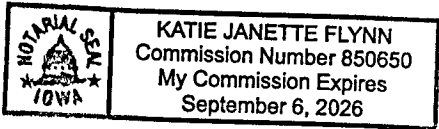
By: 
Chris Hoffman, Mayor



ATTEST:
By: 
Tracey Mulcahey, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON) ss:

On this 14th day of August, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and the instrument was signed and sealed on behalf of the corporation by authority of its City Council, and the said Mayor and City Clerk did acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



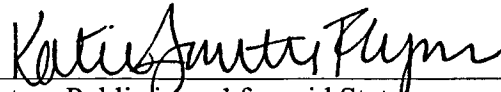

Notary Public in and for said State

Exhibit "A"

LOCATION:	SURVEY REQUESTED BY:
PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR:	PROPRIETOR OR OWNER:
RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
DOCUMENT RETURN INFORMATION:	DATE OF SURVEY:
LAND SURVEYOR	02-20-2025

EASEMENT EXHIBIT
UTILITY, SANITARY SEWER, WATER MAIN, AND STORM SEWER AND DRAINAGE
NORTH LIBERTY, JOHNSON COUNTY, IOWA

LEGEND AND NOTES	
	- CONGRESSIONAL CORNER, FOUND
	- PROPERTY CORNER(S), FOUND (as noted)
	- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
	- CUT "X"
	- PROPERTY &/or BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
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	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER
(R)	-
(M)	-
C22-1	-
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS	



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

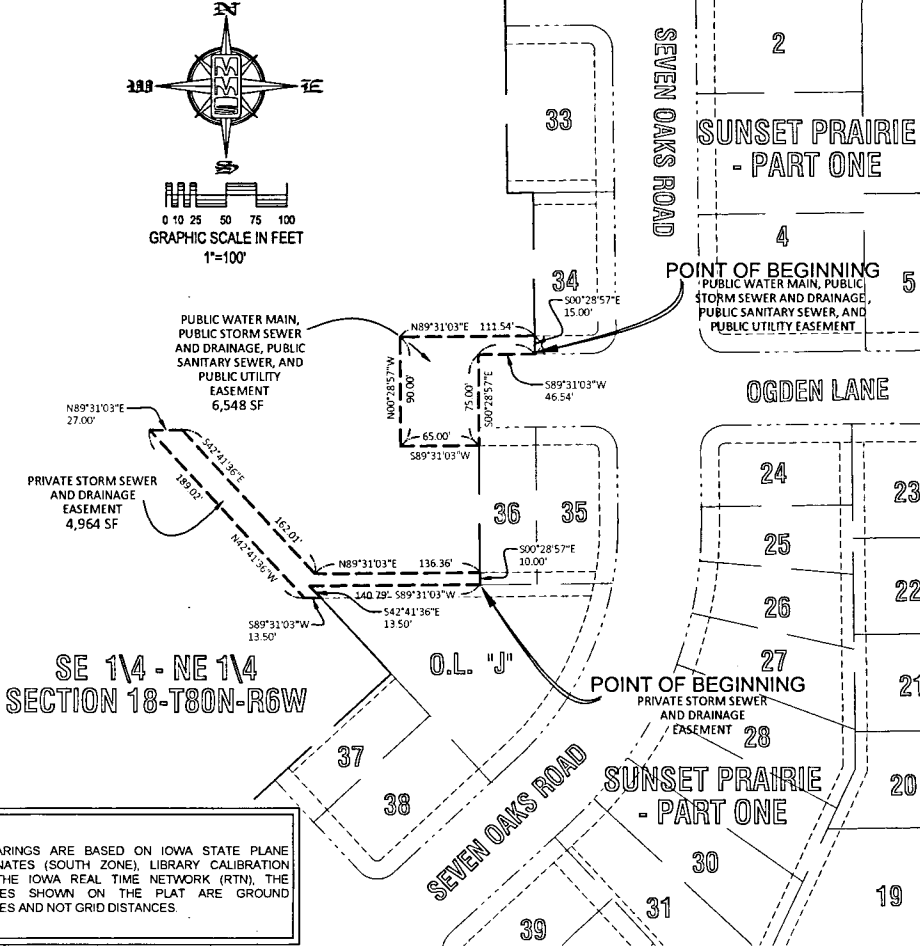
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

FOR COUNTY RECORDER'S USE



0 10 25 50 75 100
GRAPHIC SCALE IN FEET
1"=100'



NOTE:
ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (SOUTH ZONE), LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN), THE DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES.

DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT

BEGINNING at the Southwest Corner of Lot 36 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S89°31'03"W, along the West Line of said Sunset Prairie - Part One, a distance of 140.79 feet; Thence S42°41'36"E, along said West Line, 13.50 feet; Thence S89°31'03"W, 13.50 feet; Thence N42°41'36"W, 189.02 feet; Thence N89°31'03"E, 27.00 feet; Thence S42°41'36"E, 162.01 feet; Thence N89°31'03"E, 136.36 feet, to a Point on the West Line of said Lot 36; Thence S00°28'57"E, 10.00 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 4,964 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PUBLIC WATER MAIN, PUBLIC STORM SEWER AND DRAINAGE, PUBLIC SANITARY SEWER, AND PUBLIC UTILITY EASEMENT

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	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	_____ RICHARD R. NOWOTNY P.L.S. Iowa Lic. No. 17916 My license renewal date is December 31, 20____.
	Pages or sheets covered by this seal: _____ _____ _____
	SEAL

Date	Revision
02-10-2026	PER RRN REVIEW - RLW
03-20-2026	PER CITY REVIEW
04-22-2026	PER CITY REVIEW
04-29-2026	PER RRN REVIEW - RLW

EASEMENT EXHIBIT

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC

Date:	02-04-2026
Designed by:	KJB
Field Book No:	1404
Drawn by:	RLW
Scale:	1"=100'
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Sheet No:	1
Project No:	1331-935
of:	1

Exhibit "B"

LOCATION	SURVEY REQUESTED BY:
PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR:	PROPRIETOR OR OWNER:
RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
DOCUMENT RETURN INFORMATION:	DATE OF SURVEY:
LAND SURVEYOR	02-20-2025

EASEMENT EXHIBIT
UTILITY, WATER MAIN, SANITARY SEWER
NORTH LIBERTY, JOHNSON COUNTY, IOWA

LEGEND AND NOTES

- △ CONGRESSIONAL CORNER, FOUND
 - PROPERTY CORNER(S), FOUND (as noted)
 - PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
 - ✱ CUT "X"
 - PROPERTY &/or BOUNDARY LINES
 - - - CONGRESSIONAL SECTION LINES
 - - - RIGHT-OF-WAY LINES
 - - - CENTER LINES
 - - - LOT LINES, INTERNAL
 - - - LOT LINES, PLATTED OR BY DEED
 - - - EASEMENT LINES, WIDTH & PURPOSE NOTED
 - - - EXISTING EASEMENT LINES, PURPOSE NOTED
 - (R) RECORDED DIMENSIONS
 - (M) MEASURED DIMENSIONS
 - C22-1 CURVE SEGMENT NUMBER
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

FOR COUNTY RECORDER'S USE

NOTE:

ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (SOUTH ZONE), LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN), THE DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES.

SE 1/4 - NE 1/4
SECTION 18-T80N-R6W

PUBLIC UTILITY EASEMENT,
PUBLIC WATER MAIN, AND
PUBLIC SANITARY SEWER
EASEMENT
2,700 SF

PUBLIC
UTILITY
EASEMENT
6,256 SF

POINT OF BEGINNING
PUBLIC UTILITY, PUBLIC
WATER MAIN, AND PUBLIC
SANITARY SEWER EASEMENT

POINT OF BEGINNING
PUBLIC UTILITY EASEMENT

SEVEN OAKS ROAD

KAISER STREET

SUNSET PRAIRIE - PART ONE

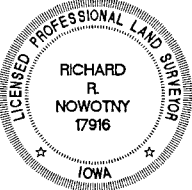
DESCRIPTION - PUBLIC UTILITY EASEMENT

COMMENCING at the Southwest Corner of Lot 37 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S47°18'24"W, along the West Line of said Sunset Prairie - Part One, a distance of 60.00 feet; to the POINT OF BEGINNING; Thence S42°41'36"E, along said West Line, 93.22 feet; Thence Southwesterly, 31.42 feet, along said West Line, on a 20.00 foot radius curve, concave Northwesterly, whose 28.28 foot chord bears S02°18'24"W; Thence S47°18'24"W, along said West Line, 200.10 feet; Thence N85°38'36"W, along said West Line, 102.59 feet, to a Point on the East Right-of-Way Line of South Dubuque Street; Thence N42°41'36"W, along said East Right-of-Way Line, 22.01 feet; Thence S85°38'36"E, 112.17 feet; Thence N47°18'24"E, 193.57 feet; Thence Northeasterly, 7.85 feet, along a 5.00 foot radius curve, concave Northwesterly, whose 7.07 foot chord bears N02°18'24"E; Thence N42°41'36"W, 93.22 feet; Thence N47°18'24"E, 15.00 feet, to the POINT OF BEGINNING. Said Public Utility Easement contains 6,256 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PUBLIC UTILITY, PUBLIC WATER MAIN, AND PUBLIC SANITARY SEWER EASEMENT

BEGINNING at the Southwest Corner of Lot 37 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S47°18'24"W, along the West Line of said Sunset Prairie - Part One, a distance of 75.00 feet; Thence N42°41'36"W, 30.00 feet; Thence N47°18'24"E, 90.00 feet; Thence S42°41'36"E, 30.00 feet, to a Point on the West Line of said Lot 37; Thence S47°18'24"W, along said West Line, 15.00 feet, to the POINT OF BEGINNING. Said Public Utility, Public Water Main, and Public Sanitary Sewer Easement contains 2,700 square feet, and is subject to easements and restrictions of record.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.



RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916
My license renewal date is December 31, 20 ____.

Pages or sheets covered by this seal:

SEAL

Date	Revision
02-10-2026	PER RRN REVIEW - RLW
03-20-2026	PER CITY REVIEW - RLW
04-22-2026	PER CITY REVIEW - RLW
04-29-2026	PER RRN REVIEW - RLW

EASEMENT EXHIBIT

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	02-04-2026
Designed by:	KJB
Field Book No:	1404
Drawn by:	RLW
Scale:	1"=100'
Checked by:	RRN
Sheet No:	1
Project No:	1331-935
of:	1

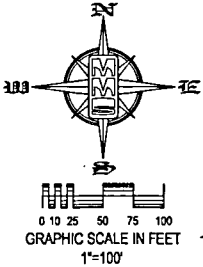
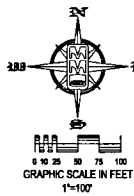


Exhibit "C"

LOCATION	SURVEY REQUESTED BY
PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	WATTS GROUP DEVELOPMENT, INC. 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR	PROPRIETOR OR OWNER
RICHARD R. NOWOTNY, P.L.S. MMS CONSULTANTS, INC. 1917 S. GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	WATTS GROUP DEVELOPMENT, INC. 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
DOCUMENT RETURN INFORMATION	DATE OF SURVEY
LAND SURVEYOR	02-20-2025

LEGEND AND NOTES	
	- CONGRESSIONAL CORNER, FOUND
	- PROPERTY CORNER(S), FOUND (as noted)
	- PROPERTY CORNER(S), SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
	- PROPERTY &/or BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
	- CENTER LINES
	- LOT LINES, INTERNAL
	- LOT LINES, PLATTED OR BY DEED
	- EASEMENT LINES, WITH & PURPOSE NOTED
	- EXISTING EASEMENT LINES, PURPOSE NOTED
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS	



EASEMENT EXHIBIT

STORM SEWER AND DRAINAGE, UTILITY, WATER MAIN, AND SANITARY SEWER
NORTH LIBERTY, JOHNSON COUNTY, IOWA

NOTE
ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (SOUTH ZONE). LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN). THE DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES



CIVIL ENGINEERS
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1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date	Revision
2-10-2026	PER RRN REVIEW - RLW
03-20-2026	PER CITY REVIEW - RLW
04-22-2026	PER CITY REVIEW - RLW
04-29-2026	PER RRN REVIEW - RLW

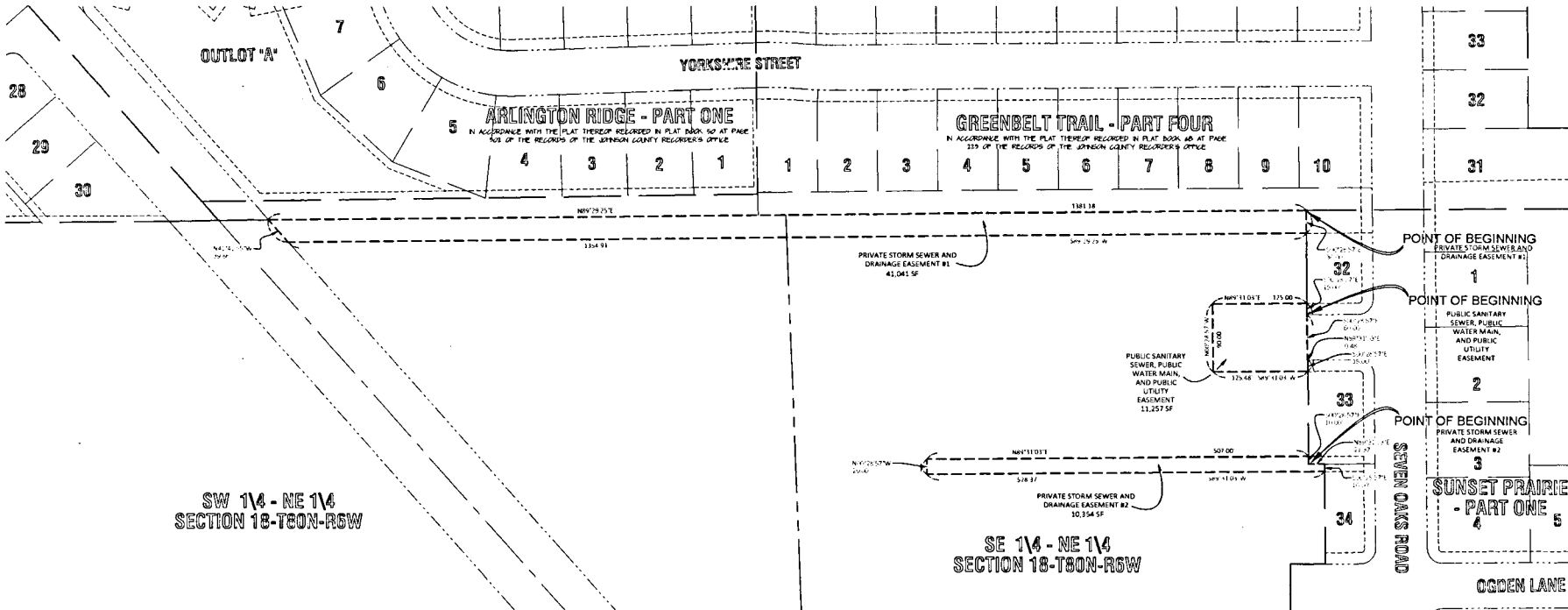
EASEMENT EXHIBIT

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	02-04-2026
Designed by:	KJB
Field Book No.:	1404
Drawn by:	RLW
Scale:	1"=100'
Checked by:	RRN
Sheet No.:	1
Project No.:	1331-935

1331-935



DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT #1

BEGINNING at the Northwest Corner of Lot 32 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S00°28'57"E, along the West Line of said Lot 32, a distance of 30.00 feet; Thence S89°29'25"W, 1354.91 feet, to a Point on the Easterly Right-of-Way of South Dubuque Street; Thence N41°41'55"W, along said Easterly Right-of-Way Line, 39.86 feet, to its intersection with the South Line of Greenbelt Trail - Part Four, in accordance with the Plat thereof Recorded in Plat Book 68 at Page 223 of the Records of the Johnson County Recorder's Office; Thence N89°29'25"E, along said South Line, 1381.18 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 41,041 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PUBLIC SANITARY SEWER, PUBLIC WATER MAIN, AND PUBLIC UTILITY EASEMENT

BEGINNING at the Southwest Corner of Lot 32 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S00°28'57"E, along the West Line of said Sunset Prairie - Part One, a distance of 60.00 feet; Thence N89°31'03"E, along said West Line, 0.48 feet; Thence S00°28'57"E, along said West Line, 15.00 feet; Thence S89°31'03"E, 125.48 feet; Thence N00°28'57"W, 90.00 feet; Thence N89°31'03"E, 125.00 feet, to a Point on the West Line of said Sunset Prairie - Part One; Thence S00°28'57"E, along said West Line, 15.00 feet, to the POINT OF BEGINNING. Said Public Sanitary Sewer, Public Water Main, and Public Utility Easement contains 11,257 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT #2

BEGINNING at the Southwest Corner of Lot 33 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence N89°31'03"E, along the West Line of said Sunset Prairie - part One, a distance of 21.37 feet; Thence S00°28'57"E, along said West Line, 10.00 feet; Thence S89°31'03"W, 528.37 feet; Thence N00°28'57"W, 20.00 feet; Thence N89°31'03"E, 507.00 feet, to a Point on the West Line of said Sunset Prairie - Part One; Thence S00°28'57"E, 10.00 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 10,354 square feet, and is subject to easements and restrictions of record.

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	Richard R. Nowotny P.L.S. Iowa Lic. No. 17916 My license renewal date is December 31, 20 ____.
	Pages or sheets covered by this seal: _____

Prepared by: Michael J. Pugh
Pugh Hagan Prahm PLC

425 E. Oakdale Blvd., Suite 201
Coralville, IA 52241

Phone (319) 351-2028
FAX (319) 351-1102

OFF-SITE PRIVATE STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

**SUNSET PRAIRIE – PART ONE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

THIS AGREEMENT, made and entered into by and between Watts Group Development, Inc., an Iowa corporation and the owner of the real estate described herein (“Owner”), which expression shall include its successors in interest and assigns, and Sunset Prairie Homeowners Association (“Association”), which expression shall include its agents, successors in interest and assigns.

WITNESSETH:

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the Association an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such underground storm water lines, pipes, mains, conduits, culverts and overland drainageways as the Association shall from time to time elect for conveying storm water, with all necessary appliances and fittings for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the areas described on Exhibit “A” and Exhibit “B” as “Private Storm Sewer and Drainage Easement”, and on Exhibit “C” as “Private Storm Sewer and Drainage Easement #1” and “Private Storm Sewer and Drainage Easement #2”, attached hereto and incorporated herein by reference, hereafter described as “Easement Areas”.

Owner further grants to the Association:

1. The right of grading said Easement Areas for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said Easement Areas to such extent as the Association may find reasonably necessary.
2. The right from time to time to trim, cut down and clear away any and all trees and brush on said Easement Areas and also to trim, cut down and clear away any trees intruding upon said Easement Areas which now or hereafter in the reasonable opinion of the Association may be a

hazard to said Easement Areas, or which may interfere with the exercise of the Association's rights hereunder in any manner.

3. The Association shall promptly backfill any trench made by it, and repair any damages caused by the Association within the Easement Areas. The Association shall indemnify and hold harmless Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the Association's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Owner.

4. Association covenants and agrees to remove and stockpile existing topsoil from any areas to be excavated, to be used in the event of any repair. Following any excavation of the Easement Areas performed by the Association under this Agreement, all areas within the Easement Areas which are disturbed will be graded to form a uniform slope, and any removed topsoil shall be replaced and re-spread over the disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

5. Owner reserves the right to use said Easement Areas for purposes which will not interfere with the Association's full enjoyment of the rights hereby granted, including, but not limited to, agricultural purposes; provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas. Further, the Property Owner shall not diminish or substantially add to the ground cover or otherwise landscape on or over said Easement Areas. Fences and trees placed in the Easement Areas, with or without Association approval, may be removed by the Association without compensation or replacement. Notwithstanding the provisions above, fences may be placed in the Easement Areas, so long as the property is used for agricultural purposes and until said agricultural use is discontinued for a period of twelve (12) months or more.

6. Owner agrees that as and when the land including the Easement Areas is subdivided pursuant to the ordinances of The Association, Owner shall depict the Easement Areas on said subdivision plat.

7. The Association shall not fence any part of the Easement Areas, unless otherwise agreed in writing by the parties.

8. The Owner shall not change the grade, elevation or contour of the Easement Areas without obtaining the prior written consent of the Association, which consent shall not be unreasonably withheld, conditioned or delayed.

9. The Owner does hereby covenant with the Association that the Owner holds said real estate described in this easement by title in fee simple; that the Owner has good and lawful authority to convey the same; and that the Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

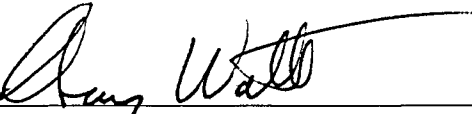
10. Nothing in this Agreement shall be construed to impose a requirement on the Association to install the original public improvement at issue herein. Nor shall Owner be deemed acting as the Association's agent during the original construction and installation of said improvement. The parties agree that the obligation to install the public improvement(s) herein shall be in accordance with Association specifications, and the obligation shall remain on Watts Group Development, Inc., the developer of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, until completion, and until acceptance by the Association, as by law provided.

11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

[Signature pages to follow]

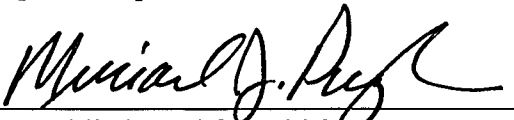
SIGNED this 10 day of August, 2026.

OWNER
WATTS GROUP DEVELOPMENT, INC.

By: 
Gary Watts, President and Secretary

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

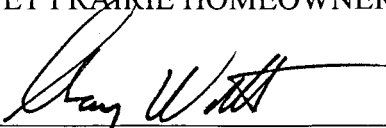
This instrument was acknowledged before me on this 10 day of August, 2026, by Gary D. Watts, as President and Secretary of Watts Group Development, Inc.


Notary Public in and for said State



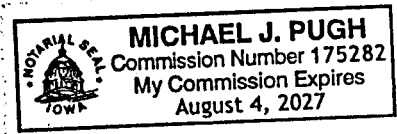
SIGNED this 10 day of August, 2026.

~~SUNSET~~
SUNSET PRAIRIE HOMEOWNERS ASSOCIATION

By: 
Gary Watts, President

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 10 day of August, 2026, by Gary D. Watts, as President of Sunset Prairie Homeowners Association.



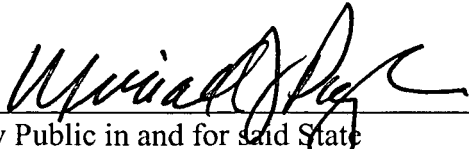

Notary Public in and for said State

Exhibit "A"

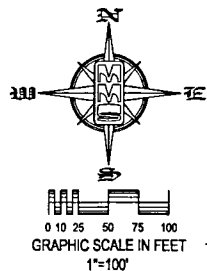
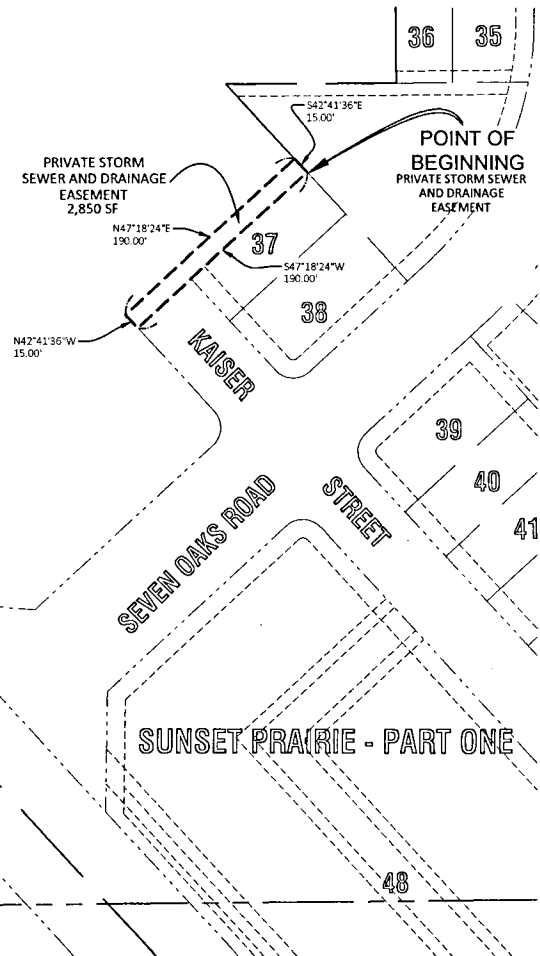
LOCATION:	SURVEY REQUESTED BY:
PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR:	PROPRIETOR OR OWNER:
RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
DOCUMENT RETURN INFORMATION:	DATE OF SURVEY:
LAND SURVEYOR	02-20-2025

FOR COUNTY RECORDER'S USE

NOTE:

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SE 1\4 - NE 1\4
SECTION 18-T80N-R6W



EASEMENT EXHIBIT

STORM SEWER AND DRAINAGE
NORTH LIBERTY, JOHNSON COUNTY, IOWA

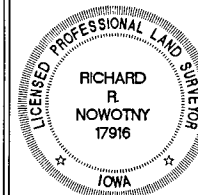
LEGEND AND NOTES

- ▲ - CONGRESSIONAL CORNER, FOUND
 ● - PROPERTY CORNER(S), FOUND (as noted)
 ○ - PROPERTY CORNERS SET
 (5/8" Iron Pin w/ yellow, plastic LS Cap
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 ⊗ - CUT "X"
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 (R) - RECORDED DIMENSIONS
 (M) - MEASURED DIMENSIONS
 C22-1 - CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT

BEGINNING at the Northwest Corner of Lot 37 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S47°18'24"W, along the West line of said Lot 37, and the north line of Kaiser Street Right-of-Way, a distance of 190.00 feet; Thence N42°41'36"W, 15.00 feet; Thence N47°18'24"E, 190.00 feet, to a Point on the West line of Sunset Prairie - Part One; Thence S42°41'36"E, along said West Line, 15.00 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 2,850 square feet, and is subject to easements and restrictions of record.



SEAL

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916

My license renewal date is December 31, 20 ____

Pages or sheets covered by this seal:



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

Date	Revision
02-10-2026	PER RRN REVIEW - RLW
03-20-2026	PER CITY REVIEW - RLW
04-22-2026	PER CITY REVIEW - RLW
04-29-2026	PER RRN REVIEW - RLW

EASEMENT EXHIBIT

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:		02-04-2026	
Designed by:		KJB	Field Book No: 1404
Drawn by:		RLW	Scale: 1"=100'
Checked by:		RRN	Sheet No: 1
Project No:		1331-935	of: 1

Exhibit "B"

LOCATION: PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	SURVEY REQUESTED BY: WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	PROPRIETOR OR OWNER: WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
DOCUMENT RETURN INFORMATION:	DATE OF SURVEY: 02-20-2025
LAND SURVEYOR	

EASEMENT EXHIBIT
UTILITY, SANITARY SEWER, WATER MAIN, AND STORM SEWER AND DRAINAGE
NORTH LIBERTY, JOHNSON COUNTY, IOWA

LEGEND AND NOTES

▲

●

○

⊗

(R)

(M)

C22-1

- CONGRESSIONAL CORNER, FOUND

- PROPERTY CORNER(S), FOUND (as noted)

- PROPERTY CORNERS SET
(5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")

- CUT "x"

- PROPERTY &/or BOUNDARY LINES

- CONGRESSIONAL SECTION LINES

- RIGHT-OF-WAY LINES

- CENTER LINES

- LOT LINES, INTERNAL

- LOT LINES, PLATTED OR BY DEED

- EASEMENT LINES, WIDTH & PURPOSE NOTED

- EXISTING EASEMENT LINES, PURPOSE NOTED

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- CURVE SEGMENT NUMBER

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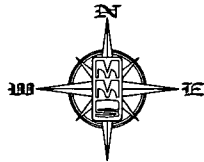


CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

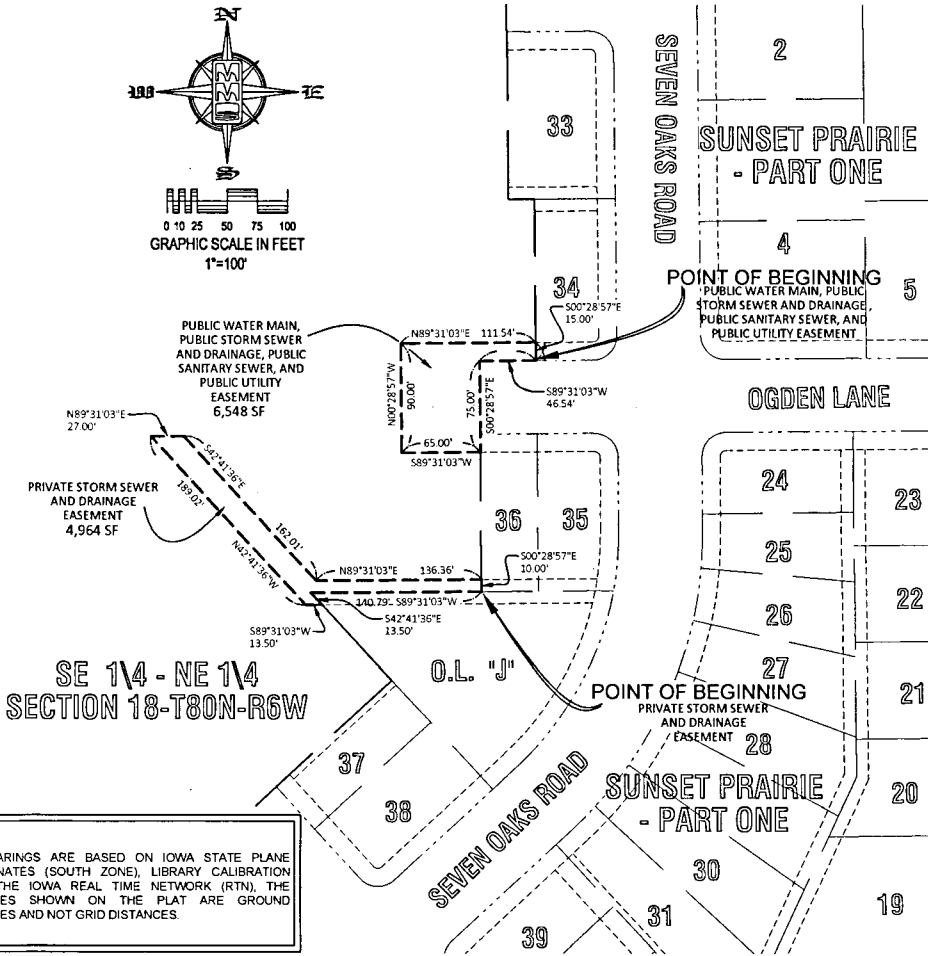
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

FOR COUNTY RECORDER'S USE



0 10 25 50 75 100
GRAPHIC SCALE IN FEET
1"=100'



NOTE:
ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (SOUTH ZONE), LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN), THE DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES.

DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT

BEGINNING at the Southwest Corner of Lot 36 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S89°31'03"W, along the West Line of said Sunset Prairie - Part One, a distance of 140.79 feet; Thence S42°41'36"E, along said West Line, 13.50 feet; Thence S89°31'03"W, 13.50 feet; Thence N42°41'36"W, 189.02 feet; Thence N89°31'03"E, 27.00 feet; Thence S42°41'36"E, 162.01 feet; Thence N89°31'03"E, 136.36 feet, to a Point on the West Line of said Lot 36; Thence S00°28'57"E, 10.00 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 4,964 square feet, and is subject to easements and restrictions of record.

DESCRIPTION -
PUBLIC WATER MAIN, PUBLIC STORM SEWER AND DRAINAGE, PUBLIC SANITARY SEWER, AND PUBLIC UTILITY EASEMENT

BEGINNING at the Southwest Corner of Lot 34 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S89°31'03"W, along the West Line of said Sunset Prairie - Part One, a distance of 46.54 feet; Thence S00°28'57"E, along said West Line, 75.00 feet; Thence S89°31'03"W, 65.00 feet; Thence N00°28'57"W, 90.00 feet; Thence N89°31'03"E, 111.54 feet, to a Point on the West Line of said Sunset Prairie - Part One; Thence S00°28'57"E, along said West Line, 15.00 feet, to the POINT OF BEGINNING. Said Public Water Main, Public Storm Sewer and Drainage, Public Sanitary Sewer, and Public Utility Easement contains 6,548 square feet, and is subject to easements and restrictions of record.

LICENSED PROFESSIONAL LAND SURVEYOR

RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916

IOWA

SEAL

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

20

RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916
My license renewal date is December 31, 20 ____.

Pages or sheets covered by this seal:

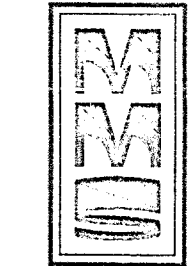
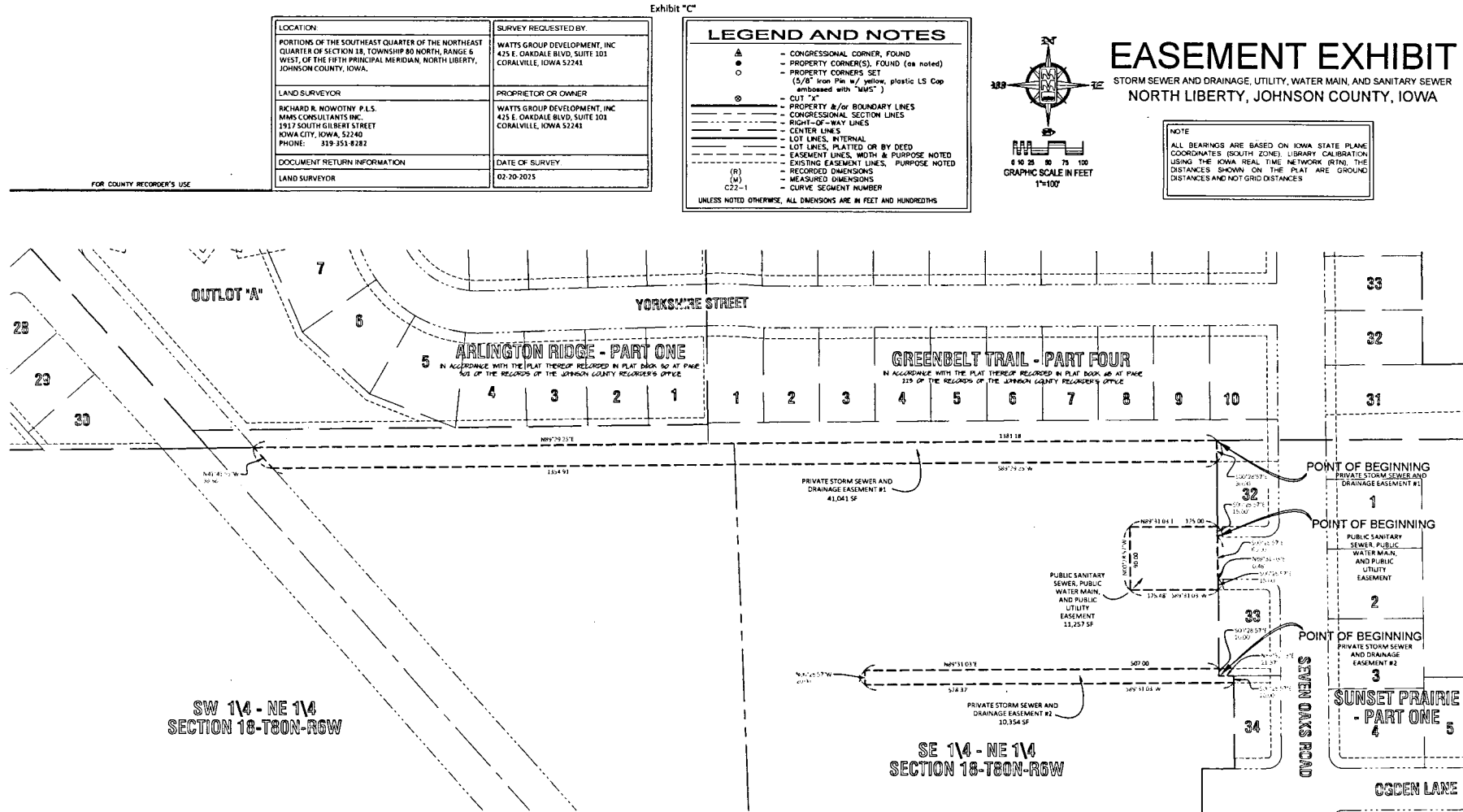
Date	Revision
02-10-2026	PER RRN REVIEW - RLW
03-20-2026	PER CITY REVIEW
04-22-2026	PER CITY REVIEW
04-29-2026	PER RRN REVIEW - RLW

EASEMENT EXHIBIT

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	02-04-2026
Designed by:	KJB
Field Book No:	1404
Drawn by:	RLW
Scale:	1"=100'
Checked by:	RRN
Sheet No:	1
Project No:	1331-935
of:	1



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date	Revision
2-10-2026	PER RRN REVIEW - RLW
03-20-2026	PER CITY REVIEW - RLW
04-22-2026	PER CITY REVIEW - RLW
04-28-2026	PER RRN REVIEW - RLW

EASEMENT EXHIBIT

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	02-04-2026
Designed by:	KJB
Drawn by:	RLW
Checked by:	RRN
Project No.:	1331-935
Field Book No.:	1404
Scale:	1"=100'
Sheet No.:	1
08SHEET	

DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT #1

BEGINNING at the Northwest Corner of Lot 32 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S00°28'57"E, along the West Line of said Lot 32, a distance of 30.00 feet; Thence S89°29'25"W, 1354.91 feet, to a Point on the Easterly Right-of-Way of South Dubuque Street; Thence N41°41'55"W, along said Easterly Right-of-Way Line, 39.86 feet, to its intersection with the South Line of Greenbelt Trail - Part Four, in accordance with the Plat thereof Recorded in Plat Book 68 at Page 223 of the Records of the Johnson County Recorder's Office; Thence N89°29'25"E, along said South Line, 1381.18 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 41,041 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PUBLIC SANITARY SEWER, PUBLIC WATER MAIN, AND PUBLIC UTILITY EASEMENT

BEGINNING at the Southwest Corner of Lot 32 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S00°28'57"E, along the West Line of said Sunset Prairie - Part One, a distance of 60.00 feet; Thence N89°31'03"E, along said West Line, 0.48 feet; Thence S00°28'57"E, along said West Line, 15.00 feet; Thence S89°31'03"E, 125.48 feet; Thence N00°28'57"W, 90.00 feet; Thence N89°31'03"E, 125.00 feet, to a Point on the West Line of said Sunset Prairie - Part One; Thence S00°28'57"E, along said West Line, 15.00 feet, to the POINT OF BEGINNING. Said Public Sanitary Sewer, Public Water Main, and Public Utility Easement contains 11,257 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT #2

BEGINNING at the Southwest Corner of Lot 33 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence N89°31'03"E, along the West Line of said Sunset Prairie - part One, a distance of 21.37 feet; Thence S00°28'57"E, along said West Line, 10.00 feet; Thence S89°31'03"W, 528.37 feet; Thence N00°28'57"W, 20.00 feet; Thence N89°31'03"E, 507.00 feet, to a Point on the West Line of said Sunset Prairie - Part One; Thence S00°28'57"E, 10.00 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 10,354 square feet, and is subject to easements and restrictions of record.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916
My license renewal date is December 31, 20 ____.

Pages or sheets covered by this seal: _____

SEAL

Prepared by: Michael J. Pugh
Pugh Hagan Prahm PLC

425 E. Oakdale Blvd., Suite 201
Coralville, IA 52241

Phone (319) 351-2028
FAX (319) 351-1102

OFF-SITE PUBLIC STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

**SUNSET PRAIRIE – PART ONE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

THIS AGREEMENT, made and entered into by and between Watts Group Development, Inc., an Iowa corporation and the owner of the real estate described herein (“Owner”), which expression shall include its successors in interest and assigns, and the City of North Liberty, Iowa, a municipal corporation (the “City”), which expression shall include its agents, successors in interest and assigns.

WITNESSETH:

It is hereby agreed as follows:

For the sum of \$1.00 plus other valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants and conveys to the City an easement for the purposes of excavating for and the installation, replacement, maintenance and use of such underground storm water lines, pipes, mains, conduits, culverts and overland drainageways as the City shall from time to time elect for conveying storm water, with all necessary appliances and fittings for the use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, with the right of ingress and egress thereto, over and across the areas described as “Public Storm Sewer and Drainage Easement” on Exhibit “A”, attached hereto and incorporated herein by reference, hereafter described as “Easement Area.”

Owner further grants to the City:

1. The right of grading said Easement Area for the full width thereof, and to extend the cuts and fills for such grading into and onto said lands along and outside of the said Easement Area to such extent as the City may find reasonably necessary.
2. The right from time to time to trim, cut down and clear away any and all trees and brush on said Easement Area and also to trim, cut down and clear away any trees intruding upon said Easement Area which now or hereafter in the reasonable opinion of the City may be a hazard to said Easement Area, or which may interfere with the exercise of the City's rights hereunder in any manner.

3. The City shall promptly backfill any trench made by it, and repair any damages caused by the City within the Easement Area. The City shall indemnify and hold harmless Owner, its successors and assigns, from and against any loss, damage, expense, cost, third party claims, causes of action, or other liabilities arising out of, or purporting to arise out of, the City's exercise of the rights granted under this Agreement. This indemnification and hold harmless shall include, but is not limited to, reasonable legal fees and cost of defense incurred by Owner.

4. City covenants and agrees to remove and stockpile existing topsoil from any areas to be excavated, to be used in the event of any repair. Following any excavation of the Easement Area performed by the City under this Agreement, all areas within the easement area which are disturbed will be graded to form a uniform slope, and any removed topsoil shall be replaced and re-spread over the disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

5. Owner reserves the right to use said Easement Area for purposes which will not interfere with the City's full enjoyment of the rights hereby granted, including, but not limited to, agricultural purposes; provided that the Owner shall not erect or construct any building, fence, retaining wall, or other structure, plant any trees, drill or operate any well, or construct any reservoir or other obstruction on said areas. Further, the Property Owner shall not diminish or substantially add to the ground cover or otherwise landscape on or over said easement area. Fences and trees placed in the Easement Area, with or without City approval, may be removed by the City without compensation or replacement. Notwithstanding the provisions above, fences may be placed in the easement area, so long as the property is used for agricultural purposes and until said agricultural use is discontinued for a period of twelve (12) months or more.

6. Owner agrees that as and when the land including the Easement Area is subdivided pursuant to the ordinances of The City, Owner shall depict the Easement Area on said subdivision plat.

7. The City shall not fence any part of the Easement Area, unless otherwise agreed in writing by the parties.

8. The Owner shall not change the grade, elevation or contour of the Easement Area without obtaining the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

9. The Owner does hereby covenant with the City that the Owner holds said real estate described in this easement by title in fee simple; that the Owner has good and lawful authority to convey the same; and that the Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

10. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvement at issue herein. Nor shall Owner be deemed acting as the City's agent during the original construction and installation of said improvement. The parties agree that the obligation to install the public improvement(s) herein shall be in accordance with City

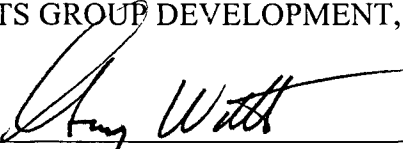
specifications, and the obligation shall remain on Watts Group Development, Inc., the developer of Sunset Prairie – Part One, North Liberty, Johnson County, Iowa, until completion, and until acceptance by the City, as by law provided.

11. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land and with the title to the land.

[Signature pages to follow]

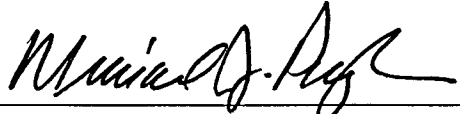
SIGNED this 10 day of August, 2026.

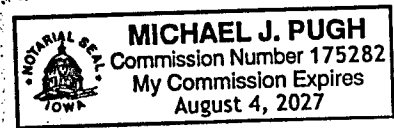
OWNER
WATTS GROUP DEVELOPMENT, INC.

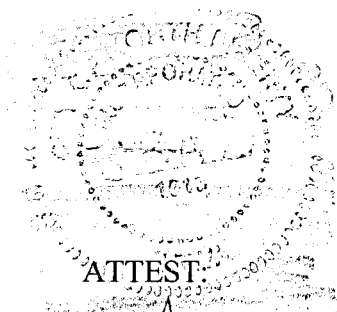
By: 
Gary Watts, President and Secretary

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 10 day of August, 2026, by Gary D. Watts, as President and Secretary of Watts Group Development, Inc.


Notary Public in and for said State

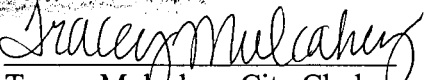




CITY OF NORTH LIBERTY, IOWA

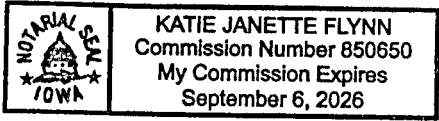
By: 
Chris Hoffman, Mayor

ATTEST:

By: 
Tracey Mulcahey, City Clerk

STATE OF IOWA, COUNTY OF JOHNSON) ss:

On this 11th day of August, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and the instrument was signed and sealed on behalf of the corporation by authority of its City Council, and the said Mayor and City Clerk did acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



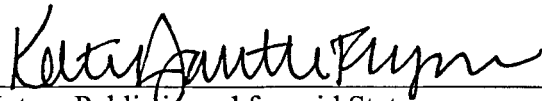

Notary Public in and for said State

Exhibit "A"

LOCATION:	SURVEY REQUESTED BY:
PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR:	PROPRIETOR OR OWNER:
RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
DOCUMENT RETURN INFORMATION:	DATE OF SURVEY:
LAND SURVEYOR	02-20-2025

EASEMENT EXHIBIT
UTILITY, SANITARY SEWER, WATER MAIN, AND STORM SEWER AND DRAINAGE
NORTH LIBERTY, JOHNSON COUNTY, IOWA

LEGEND AND NOTES	
	- CONGRESSIONAL CORNER, FOUND
	- PROPERTY CORNER(S), FOUND (as noted)
	- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
	- CUT "X"
	- PROPERTY &/or BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
	- CENTER LINES
	- LOT LINES, INTERNAL
	- LOT LINES, PLATTED OR BY DEED
	- EASEMENT LINES, WIDTH & PURPOSE NOTED
	- EXISTING EASEMENT LINES, PURPOSE NOTED
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS	



CIVIL ENGINEERS
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IOWA CITY, IOWA 52240
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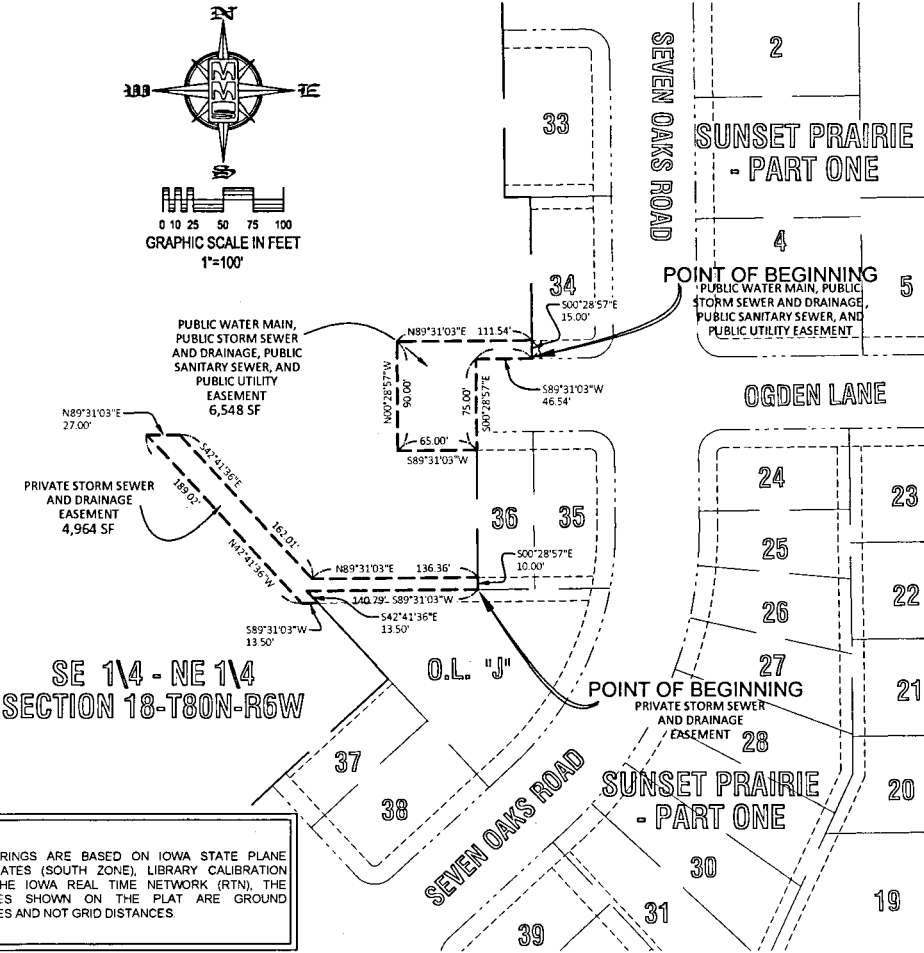
Date	Revision
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03-20-2026	PER CITY REVIEW
04-22-2026	PER CITY REVIEW
04-29-2026	PER RRN REVIEW - RLW

EASEMENT EXHIBIT

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	02-04-2026
Designed by:	KJB
Field Book No:	1404
Drawn by:	RLW
Scale:	1"=100'
Checked by:	RRN
Sheet No:	1
Project No:	1331-935
of:	1



DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT

BEGINNING at the Southwest Corner of Lot 36 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S89°31'03"W, along the West Line of said Sunset Prairie - Part One, a distance of 140.79 feet; Thence S42°41'36"E, along said West Line, 13.50 feet; Thence S89°31'03"W, 13.50 feet; Thence N42°41'36"W, 189.02 feet; Thence N89°31'03"E, 27.00 feet; Thence S42°41'36"E, 162.01 feet; Thence N89°31'03"E, 136.36 feet, to a Point on the West Line of said Lot 36; Thence S00°28'57"E, 10.00 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 4,964 square feet, and is subject to easements and restrictions of record.

DESCRIPTION -
PUBLIC WATER MAIN, PUBLIC STORM SEWER AND DRAINAGE, PUBLIC SANITARY SEWER, AND PUBLIC UTILITY EASEMENT

BEGINNING at the Southwest Corner of Lot 34 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S89°31'03"W, along the West Line of said Sunset Prairie - Part One, a distance of 46.54 feet; Thence S00°28'57"E, along said West Line, 75.00 feet; Thence S89°31'03"W, 65.00 feet; Thence N00°28'57"W, 90.00 feet; Thence N89°31'03"E, 111.54 feet, to a Point on the West Line of said Sunset Prairie - Part One; Thence S00°28'57"E, along said West Line, 15.00 feet, to the POINT OF BEGINNING. Said Public Water Main, Public Storm Sewer and Drainage, Public Sanitary Sewer, and Public Utility Easement contains 6,548 square feet, and is subject to easements and restrictions of record.

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	Richard R. Nowotny P.L.S. Iowa Lic. No. 17916 My license renewal date is December 31, 20 ____.
	Pages or sheets covered by this seal:
	SEAL

Prepared by and after recording return to:
Michael J. Pugh
Pugh Hagan Prahm, PLC

425 E. Oakdale Blvd., Suite 201
Coralville, IA 52241

(319) 351-2028
FAX (319) 351-1102

**OFF-SITE
UNDERGROUND PUBLIC UTILITY EASEMENT AGREEMENT

SUNSET PRAIRIE – PART ONE
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

The undersigned (“Owner”) hereby states and covenants that he is the owner of certain real estate depicted as “Public Utility Easement” on Exhibit “A”, Exhibit “B”, and Exhibit “C” attached hereto (the “Easement Area”), by virtue of legal and/or equitable title, that he is lawfully seized and possessed of said real estate, and that he has good and lawful right to convey this easement.

Owner does hereby grant to MidAmerican Energy Co., Mediacom, Alliant, South Slope Cooperative Communications, and their successors (hereinafter collectively “Grantees”), and other public utility approved by the City of North Liberty, a perpetual easement upon, over, under, along and across the Easement Area for the purposes of allowing Grantees to install, lay, construct, reconstruct, renew, operate, maintain and remove; conduits, cables, pipes, electric lines below the surface of the ground, and other equipment or appurtenances above the surface of the ground as may be necessary for the purpose of serving Sunset Prairie – Part One Subdivision and other property with electricity, gas, and communication service; the right to trim, cut down and remove such trees, brush, saplings and bushes as may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid.

Grantees shall promptly backfill any trench or excavation caused by Grantees in the Easement Area, to seed any grassed areas disturbed by Grantees’ activities herein described, and to repair any damages caused by Grantees within the Easement Area. Grantees shall indemnify Owner against loss or damage which occurs as a result of the Grantees’ negligent acts or omissions in the exercise of its easement rights herein.

Owner, his successor in interest and assigns, reserves the right to use the Easement Area for purposes which will not interfere with the Grantees’ full enjoyment of rights hereby granted. No permanent dwellings or trees shall be placed on the Easement Area, but with advance written authorization from Grantees or their representatives, the same may be used for gardens, shrubs, minor landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein granted.

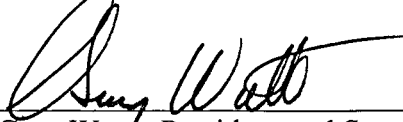
The provisions hereof shall inure to the benefit of and bind the successors and assigns of Owner and Grantees, shall be deemed a covenant which runs with the land and with the title to the land, and shall be recorded in the Johnson County Recorder's Office by the Developer of Sunset Prairie – Part One.

Notwithstanding anything herein to the contrary, upon such time as a subdivision plat for the area including the Easement Area is recorded in the records of Johnson County, Iowa, this easement agreement shall terminate and be null and void.

[Signature pages to follow]

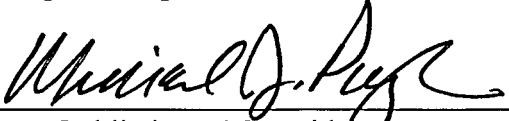
SIGNED this 10 day of August, 2026.

OWNER
WATTS GROUP DEVELOPMENT, INC.

By: 
Gary Watts, President and Secretary

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this 10 day of August, 2026, by Gary D. Watts, as President and Secretary of Watts Group Development, Inc.


Notary Public in and for said State

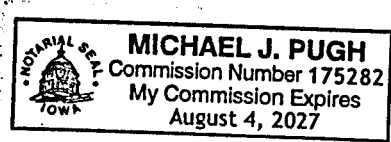


Exhibit "A"

LOCATION:	SURVEY REQUESTED BY:
PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR:	PROPRIETOR OR OWNER:
RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	WATTS GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
DOCUMENT RETURN INFORMATION	DATE OF SURVEY:
LAND SURVEYOR	02-20-2025

EASEMENT EXHIBIT
UTILITY, SANITARY SEWER, WATER MAIN, AND STORM SEWER AND DRAINAGE
NORTH LIBERTY, JOHNSON COUNTY, IOWA

LEGEND AND NOTES

- △ - CONGRESSIONAL CORNER, FOUND
 - - PROPERTY CORNER(S), FOUND (as noted)
 - - PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cop embossed with "MMS")
 - ⊗ - CUT "X"
 - - PROPERTY &/or BOUNDARY LINES
 - - - CONGRESSIONAL SECTION LINES
 - - - RIGHT-OF-WAY LINES
 - - - CENTER LINES
 - - - LOT LINES, INTERNAL
 - - - LOT LINES, PLATTED OR BY DEED
 - - - EASEMENT LINES, WIDTH & PURPOSE NOTED
 - - - EXISTING EASEMENT LINES, PURPOSE NOTED
 - (R) - RECORDED DIMENSIONS
 - (M) - MEASURED DIMENSIONS
 - C22-1 - CURVE SEGMENT NUMBER
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS



CIVIL ENGINEERS
LAND PLANNERS
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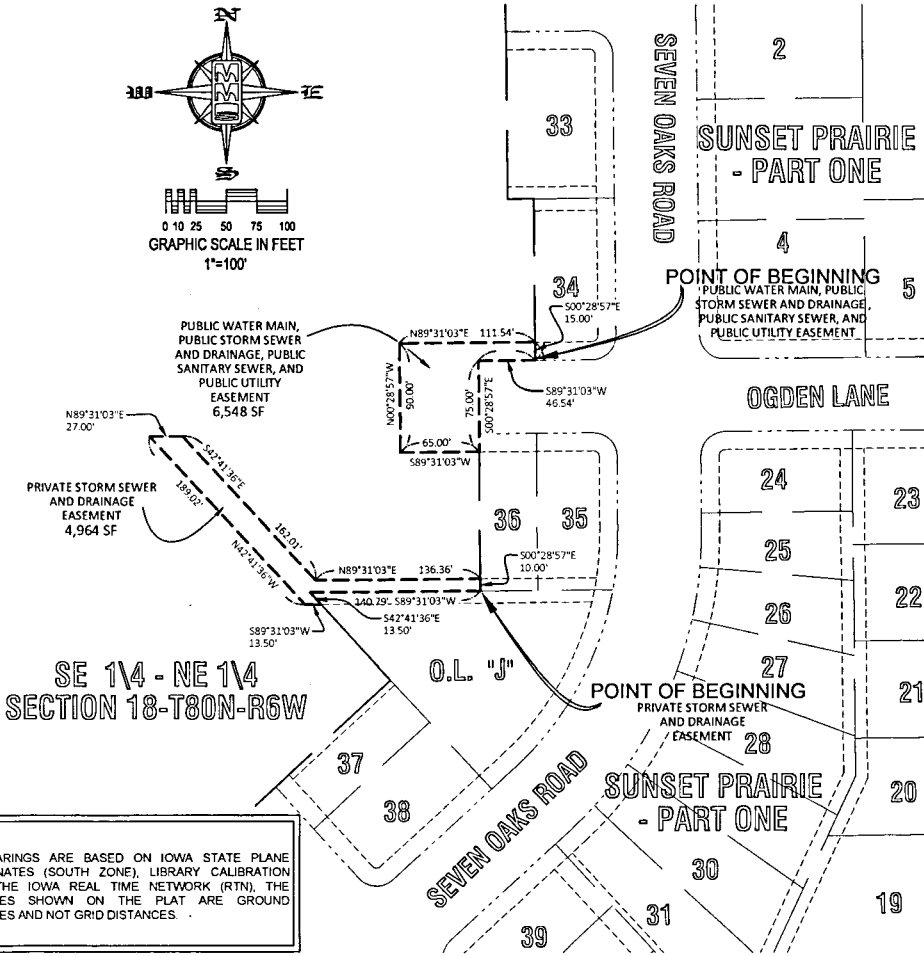
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ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (SOUTH ZONE), LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN). THE DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES.

DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT

BEGINNING at the Southwest Corner of Lot 36 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S89°31'03"W, along the West Line of said Sunset Prairie - Part One, a distance of 140.79 feet; Thence S42°41'36"E, along said West Line, 13.50 feet; Thence S89°31'03"W, 13.50 feet; Thence N42°41'36"W, 189.02 feet; Thence N89°31'03"E, 27.00 feet; Thence S42°41'36"E, 162.01 feet; Thence N89°31'03"E, 136.36 feet, to a Point on the West Line of said Lot 36; Thence S00°28'57"E, 10.00 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 4,964 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PUBLIC WATER MAIN, PUBLIC STORM SEWER AND DRAINAGE, PUBLIC SANITARY SEWER, AND PUBLIC UTILITY EASEMENT

BEGINNING at the Southwest Corner of Lot 34 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S89°31'03"W, along the West Line of said Sunset Prairie - Part One, a distance of 46.54 feet; Thence S00°28'57"E, along said West Line, 75.00 feet; Thence S89°31'03"W, 65.00 feet; Thence N00°28'57"W, 90.00 feet; Thence N89°31'03"E, 111.54 feet, to a Point on the West Line of said Sunset Prairie - Part One; Thence S00°28'57"E, along said West Line, 15.00 feet, to the POINT OF BEGINNING. Said Public Water Main, Public Storm Sewer and Drainage, Public Sanitary Sewer, and Public Utility Easement contains 6,548 square feet, and is subject to easements and restrictions of record.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17916
My license renewal date is December 31, 20 ____.

Pages or sheets covered by this seal:

SEAL

Exhibit "B"

LOCATION: PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	SURVEY REQUESTED BY: WATT'S GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR: RICHARD R. NOWOTNY P.L.S. MMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	PROPRIETOR OR OWNER: WATT'S GROUP DEVELOPMENT, INC 425 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
DOCUMENT RETURN INFORMATION:	DATE OF SURVEY: 02-20-2025
LAND SURVEYOR	

EASEMENT EXHIBIT
UTILITY, WATER MAIN, SANITARY SEWER
NORTH LIBERTY, JOHNSON COUNTY, IOWA

LEGEND AND NOTES	
	- CONGRESSIONAL CORNER, FOUND
	- PROPERTY CORNER(S), FOUND (as noted)
	- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
	- CUT "X"
	- PROPERTY &/or BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
	- CENTER LINES
	- LOT LINES, INTERNAL
	- LOT LINES, PLATTED OR BY DEED
	- EASEMENT LINES, WIDTH & PURPOSE NOTED
	- EXISTING EASEMENT LINES, PURPOSE NOTED
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS	

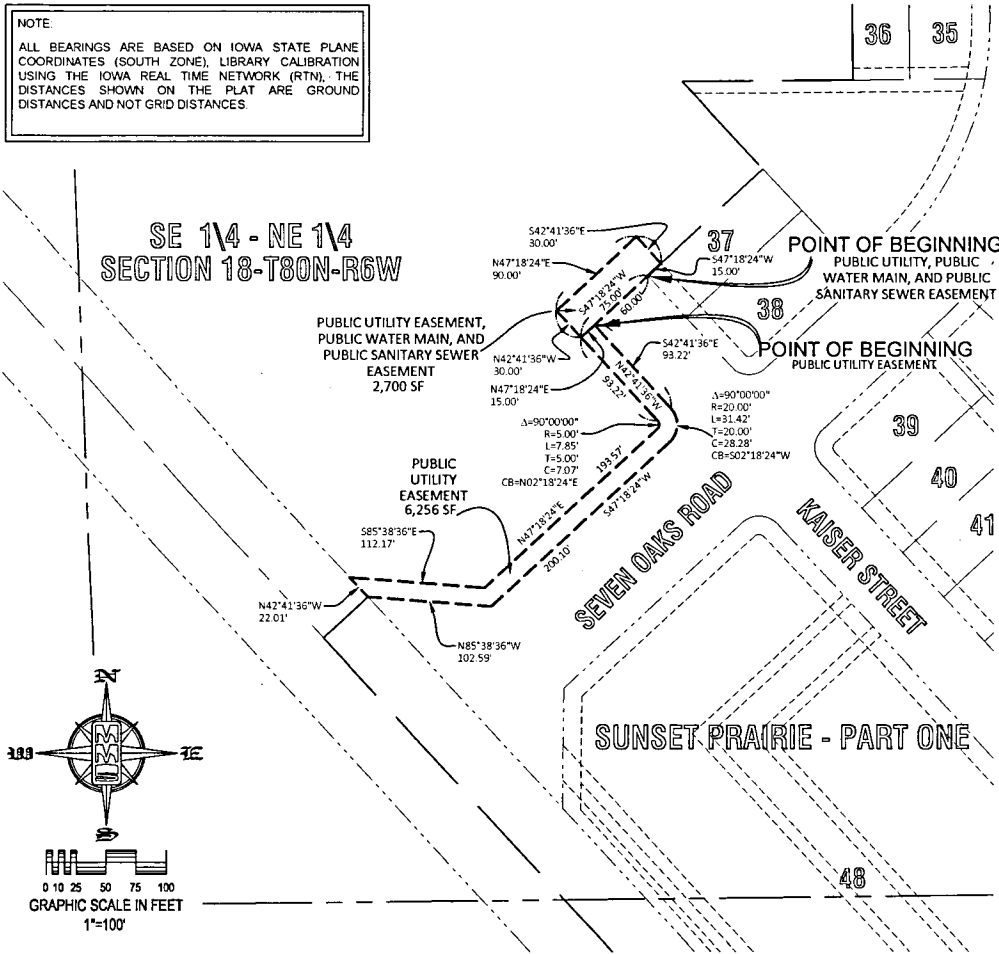


CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

NOTE:
ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (SOUTH ZONE), LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN). THE DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES.



DESCRIPTION - PUBLIC UTILITY EASEMENT

COMMENCING at the Southwest Corner of Lot 37 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S47°18'24"W, along the West Line of said Sunset Prairie - Part One, a distance of 60.00 feet; to the POINT OF BEGINNING; Thence S42°41'36"E, along said West Line, 93.22 feet; Thence Southwesterly, 31.42 feet, along said West Line, on a 20.00 foot radius curve, concave Northwesterly, whose 28.28 foot chord bears S02°18'24"W; Thence S47°18'24"W, along said West Line, 200.10 feet; Thence N85°38'36"W, along said West Line, 102.59 feet, to a Point on the East Right-of-Way Line of South Dubuque Street; Thence N42°41'36"W, along said East Right-of-Way Line, 22.01 feet; Thence S85°38'36"E, 112.17 feet; Thence N47°18'24"E, 193.57 feet; Thence Northwesterly, 7.85 feet, along a 5.00 foot radius curve, concave Northwesterly, whose 7.07 foot chord bears N02°18'24"E; Thence N42°41'36"W, 93.22 feet; Thence N47°18'24"E, 15.00 feet, to the POINT OF BEGINNING. Said Public Utility Easement contains 6,256 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PUBLIC UTILITY, PUBLIC WATER MAIN, AND PUBLIC SANITARY SEWER EASEMENT

BEGINNING at the Southwest Corner of Lot 37 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S47°18'24"W, along the West Line of said Sunset Prairie - Part One, a distance of 75.00 feet; Thence N42°41'36"W, 30.00 feet; Thence N47°18'24"E, 90.00 feet; Thence S42°41'36"E, 30.00 feet, to a Point on the West Line of said Lot 37; Thence S47°18'24"W, along said West Line, 15.00 feet, to the POINT OF BEGINNING. Said Public Utility, Public Water Main, and Public Sanitary Sewer Easement contains 2,700 square feet, and is subject to easements and restrictions of record.

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	_____, 20____ RICHARD R. NOWOTNY P.L.S. Iowa Lic. No. 17916 My license renewal date is December 31, 20____.
	Pages or sheets covered by this seal: _____ _____ _____
	SEAL

EASEMENT EXHIBIT

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

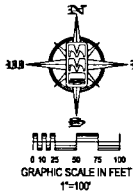
Date:	02-04-2026
Designed by:	KJB
Field Book No:	1404
Drawn by:	RLW
Scale:	1"=100'
Checked by:	RRN
Sheet No:	1
Project No:	1331-935
of:	1

Exhibit "C"

LOCATION	SURVEY REQUESTED BY
PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 6 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	WATTS GROUP DEVELOPMENT, INC. 475 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
LAND SURVEYOR	PROPRIETOR OR OWNER
RICHARD R. NOWOTNY, P.L.S. MMS CONSULTANTS, INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA 52240 PHONE: 319-351-8282	WATTS GROUP DEVELOPMENT, INC. 475 E. OAKDALE BLVD, SUITE 101 CORALVILLE, IOWA 52241
DOCUMENT RETURN INFORMATION	DATE OF SURVEY
LAND SURVEYOR	02-20-2025

FOR COUNTY RECORDER'S USE

LEGEND AND NOTES	
	- CONGRESSIONAL CORNER, FOUND
	- PROPERTY CORNER(S), FOUND (as noted)
	- PROPERTY CORNER(S) SET (5/8" Iron Pin w/ yellow plastic LS Cap embossed with "MMS")
	- CUT "X"
	- PROPERTY &/or BOUNDARY LINES
	- CONGRESSIONAL SECTION LINES
	- RIGHT-OF-WAY LINES
	- CENTER LINES
	- LOT LINES, INTERNAL
	- LOT LINES, PLATTED OR BY DEED
	- EASEMENT LINES, WIDTH & PURPOSE NOTED
	- EXISTING EASEMENT LINES, PURPOSE NOTED
	- RECORDED DIMENSIONS
	- MEASURED DIMENSIONS
	- CURVE SEGMENT NUMBER
(9)	(14)
C22-1	
UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS	



EASEMENT EXHIBIT

STORM SEWER AND DRAINAGE, UTILITY, WATER MAIN, AND SANITARY SEWER
NORTH LIBERTY, JOHNSON COUNTY, IOWA

NOTE
ALL BEARINGS ARE BASED ON IOWA STATE PLANE COORDINATES (SOUTH ZONE), LIBRARY CALIBRATION USING THE IOWA REAL TIME NETWORK (RTN). THE DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES AND NOT GRID DISTANCES



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Date	Revision
2-10-2026	PER RRN REVIEW - RLW
03-20-2026	PER CITY REVIEW - RLW
04-22-2026	PER CITY REVIEW - RLW
04-28-2026	PER RRN REVIEW - RLW

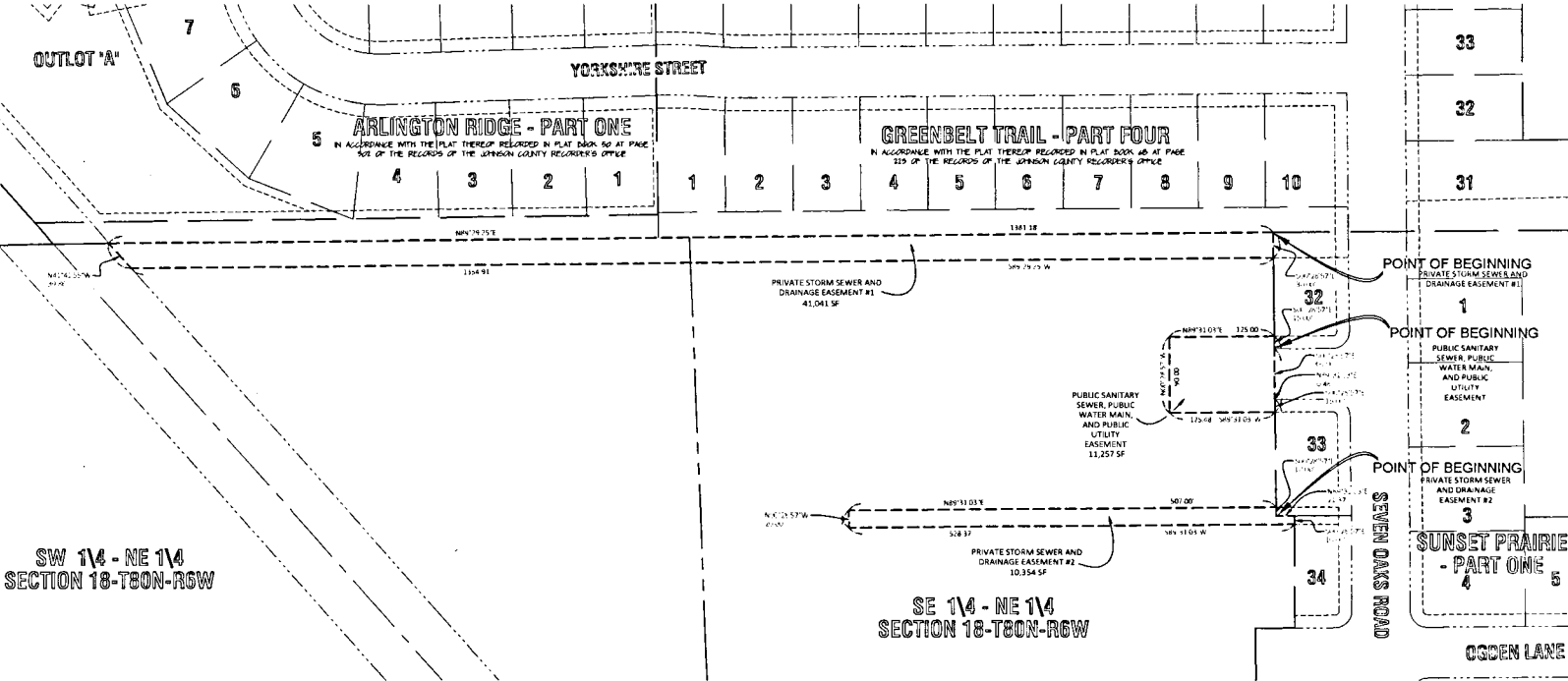
EASEMENT EXHIBIT

NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	02-04-2026
Designed by:	KJB
Drawn by:	RLW
Checked by:	RRN
Project No:	1

1331-935 QRSHEET



DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT #1

BEGINNING at the Northwest Corner of Lot 32 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S00°28'57"E, along the West Line of said Lot 32, a distance of 30.00 feet; Thence S89°29'25"W, 1354.91 feet, to a Point on the Easterly Right-of-Way of South Dubuque Street; Thence N41°41'55"W, along said Easterly Right-of-Way Line, 39.86 feet, to its intersection with the South Line of Greenbelt Trail - Part Four, in accordance with the Plat thereof Recorded in Plat Book 68 at Page 223 of the Records of the Johnson County Recorder's Office; Thence N89°29'25"E, along said South Line, 1381.18 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 41,041 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PUBLIC SANITARY SEWER, PUBLIC WATER MAIN, AND PUBLIC UTILITY EASEMENT

BEGINNING at the Southwest Corner of Lot 32 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence S00°28'57"E, along the West Line of said Sunset Prairie - Part One, a distance of 60.00 feet; Thence N89°31'03"E, along said West Line, 0.48 feet; Thence S00°28'57"E, along said West Line, 15.00 feet; Thence S89°31'03"W, 125.48 feet; Thence N00°28'57"W, 90.00 feet; Thence N89°31'03"E, 125.00 feet, to a Point on the West Line of said Sunset Prairie - Part One; Thence S00°28'57"E, along said West Line, 15.00 feet, to the POINT OF BEGINNING. Said Public Sanitary Sewer, Public Water Main, and Public Utility Easement contains 11,257 square feet, and is subject to easements and restrictions of record.

DESCRIPTION - PRIVATE STORM SEWER AND DRAINAGE EASEMENT #2

BEGINNING at the Southwest Corner of Lot 33 of Sunset Prairie - Part One, to North Liberty, Johnson County, Iowa, in accordance with the Recorded Plat thereof; Thence N89°31'03"E, along the West Line of said Sunset Prairie - Part One, a distance of 21.37 feet; Thence S00°28'57"E, along said West Line, 10.00 feet; Thence S89°31'03"W, 528.37 feet; Thence N00°28'57"W, 20.00 feet; Thence N89°31'03"E, 507.00 feet, to a Point on the West Line of said Sunset Prairie - Part One; Thence S00°28'57"E, 10.00 feet, to the POINT OF BEGINNING. Said Private Storm Sewer and Drainage Easement contains 10,354 square feet, and is subject to easements and restrictions of record.

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
	RICHARD R. NOWOTNY P.L.S. Iowa Lic. No. 17916 My license renewal date is December 31, 20 ____.
	Pages or sheets covered by this seal: _____

