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Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2013-00085606

BK **14711** PG **461-478**

RETURN TO.

Return to Preparer: Lisa R. Wilson, Wilson Law Firm, P.C. 1906 Ingersoll Ave., Ste. 2, Des Moines, IA 50309, (515) 369-2502

**AMENDED, RESTATED AND SUBSTITUTED
CROSS ACCESS AND JOINT USE AGREEMENT**

THIS AMENDED, RESTATED AND SUBSTITUTED CROSS ACCESS AND JOINT USE AGREEMENT ("Agreement") is made and entered into this 25th day of March, 2013, by and between Ingersoll Square Condominium Association, Inc., an Iowa corporation ("Association"), and Ingersoll Square II Investments, L.L.C., an Iowa limited liability company ("Ingersoll Square II"), Veridian Credit Union ("Veridian") and Ingersoll Land Co., L.C., an Iowa limited liability company ("Ingersoll Land")(collectively "Parties").

RECITALS

WHEREAS, the Association manages the common areas contained in the condominium development known as Ingersoll Square more particularly described on Exhibit "A" attached hereto ("Condominium Property"); and

WHEREAS, Ingersoll Square II is the owner and developer of certain real property adjacent to the Condominium Property more particularly described as Parcel 1 on Exhibit "B" attached hereto ("Apartment Property"); and

WHEREAS, Veridian Credit Union is the owner and developer of certain real property South of the Apartment Property more particularly described as Parcel 2 on Exhibit "B" attached hereto ("Veridian Property"); and

WHEREAS, Ingersoll Land is the owner of certain real property South of the Condominium Property more particularly described as Parcel 3 on Exhibit "B" attached hereto (Ingersoll Land Property"); and

WHEREAS, the Eastern wall of the building located on the Apartment Property will rest on the Western footing of the building located on the Condominium Property; and

WHEREAS, the Apartment Property and the Condominium Property will have sanitary sewer constructed through each of the properties and the Condominium Property will use a staircase to and from the pool deck on the Apartment Property; and

WHEREAS, the Apartment Property and the Condominium Property will each be served by a separate private water line; however, a portion of the Apartment Property's private water line will run under a portion of the Condominium Property and connect to a shared water line serving both properties; and

WHEREAS, the Association and Ingersoll Square II desire to grant to one another cross easements for vehicular and pedestrian ingress/egress across each property, as well as easements for parking, private water lines and any structural overlap; and

WHEREAS, the Association has also agreed to grant Ingersoll Square II a perpetual easement for the use and enjoyment of certain recreational areas/facilities located within the Condominium Property; and

WHEREAS, the Condominium Property, Apartment Property, Veridian Property and Ingersoll Land Property (collectively "Properties") are all served by private sanitary sewer, storm sewer and water main lines that run over, under and through each other's property and the Parties desire to grant to one another cross easements for the use, operation, maintenance and inspection of said shared utility lines.

WHEREAS, the Association and Ingersoll Square II entered into a Cross Access and Joint Use Agreement on November 7, 2012 which was subsequently filed in the Office of the Polk County Recorder on November 9, 2012, in Book 14524, Page 940; and

WHEREAS, as part of the development of the Apartment Property and other parcels adjacent to the Apartment Property and Condominium Property, it has become necessary to address various site plan issues to satisfy applicable Des Moines Building and Fire Codes and reconfigure the layout of private water lines, and other various matters, all of which was not addressed in or contemplated by the previously filed Agreement; and

WHEREAS, the Parties wish to amend the Agreement and substitute it entirely with this Amended, Restated and Substituted Cross Access and Joint Use Agreement; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easements to Ingersoll Square II. The Association, by authority of its Members/Shareholders, and Veridian, as applicable, hereby grants to Ingersoll Square II a perpetual, non-exclusive easement for (a) the shared use, maintenance and replacement of the driveway located on the Condominium Property and the Veridian Property for vehicular and pedestrian ingress and egress as depicted as Easement Area E, (all Easement Areas set forth in Exhibit "C", attached hereto and made a part hereof); and (b) cross parking in Easement Area A; and (c) the structural overlap of the Eastern wall of the Apartment Property building and the Western footing of the Condominium Property building (Easement Area F); and (d) the construction, maintenance, replacement, use, operation and inspection of the private water service line commencing at the Easternmost Apartment Property line and running Southeastern through the Condominium Property connecting to a shared private water service line located at the Southernmost Condominium Property line and running East to 19th Street (Easement Areas B and C); all over, on, under and/or across the Condominium Property and the Veridian Property, as applicable.

2. Grant of Easements to Association. Ingersoll Square II, by authority of its Members, hereby grants to the Association a perpetual, non-exclusive easement for (a) vehicular and pedestrian ingress and egress over, on and through Easement Area E; and (b) cross parking (Easement Area A); and (c) the structural overlap of the Eastern wall of the Apartment Property building and the Western footing of the Condominium Property building (Easement Area F); and (d) the continued use, maintenance, and encroachment of the stairs on the West side of the pool deck; (e) the use of an open and unobstructed pedestrian pathway from the bottom of the stairs to one of the adjoining street rights-of-way for emergency egress; and (f) a 10' building setback from the exterior surfaces of the stairs (Easement Area D), all over, on, under and/or across the Apartment Property.
3. Grant of Recreational and Fitness Facilities Easement. The Association, by authority of its Members, hereby grants to Ingersoll Square II a perpetual, non-exclusive easement to use and enjoy the pool and fitness facility (collectively "Facilities") located on the Condominium Property. The Easement set forth in this Paragraph 3 shall be subject to such hourly, security and other use restrictions as the Association may reasonably impose with respect to the Condominium Property and the Facilities. The Association may, in its sole and absolute discretion, temporarily or permanently relocate, reduce in size, limit accessibility and/or use, charge for use or close the Facilities; provided, however, in the event the Association chooses to close the Facilities and/or eliminate its operating costs, Ingersoll Square II shall have the option of keeping the Facilities open and operating at its sole cost and expense and the Association shall be solely responsible for restricting access or use by its Members, their guests and invitees, at the Association's sole cost and expense.
4. Access Easements From Ingersoll Avenue and 19th Street. Veridian and Ingersoll Land hereby grant to each other and to the Association and Ingersoll Square II a non-exclusive easement for vehicular and pedestrian ingress and egress over, on and through Easement Area G. Notwithstanding paragraph 6(b) below, as to the access easements identified in this paragraph 4 only, Veridian and Ingersoll Land shall be responsible for the maintenance and repair of the access easement areas located within their respective properties, and neither the Association nor Ingersoll Square II shall be obligated to participate in cost-sharing of any repair or maintenance.
5. Grant of General Utility Cross Easements. Each of the Parties hereby grants to each of the other Parties perpetual, non-exclusive 20' foot easements for the use, operation, maintenance and inspection of all water main, sanitary sewer and storm sewer lines running over, across and through each of the Properties, as shown in Exhibit C-Utility Easements. Except as otherwise set forth in 6(c) below, the Parties shall be responsible for the maintenance and repair of all easement areas located within their respective properties; provided, however, such costs shall be shared equally between the Properties served by such utility line that was maintained or repaired. At such time as a Party incurs maintenance or repair expense related to its respective easement area, said Party shall invoice the other parties affected by such maintenance or repair for reimbursement of expenses as provided for hereunder and such reimbursement of expenses shall be due within thirty (30) days of invoice. A Party shall not share in expenses if its property is not served by the utility line maintained or repaired.
6. Maintenance of Easements/Facilities.
 - (a) Facilities. The Association at all times shall be responsible for all operating, repair, maintenance or replacement of the Facilities; provided, however, all costs associated therewith shall be shared pro-rata based on the number of units contained on each respective property. The Association's costs and expenses associated with the Facilities shall be reimbursed by Ingersoll

Square II to the Association monthly, commencing upon 50% occupancy of the Apartment Property building. The Association's costs of managing the Facilities shall be subject to review and testing by a CPA of Ingersoll Square II's choosing, at Ingersoll Square II's sole cost and expense. In the event Ingersoll Square II has failed to timely reimburse the Association for any and all Facilities expenses and such failure to reimburse has continued for more than thirty (30) days, Ingersoll Square II's use shall be suspended in its entirety until such default is fully remedied.

(b) Access/Parking Easements. Except as to those access easement areas discussed in Paragraph 4 above, the Association, Ingersoll Square II and Veridian shall be responsible for the maintenance and repair of all access and parking easement areas located within their respective properties; provided, however, such costs shall be shared equally between them. At such time as a Party incurs maintenance or repair expense related to its respective easement area, said Party shall invoice the other for reimbursement of expenses as provided for hereunder and such reimbursement of expenses shall be due within thirty (30) days of invoice. All access easement areas shall be maintained in a good and safe condition, including but not limited to maintaining all paved surfaces and curbs, mowing and removing snow, ice and other debris timely and as necessary. Neither the Association nor Ingersoll Square II, or their licensees and invitees, shall park in any parking area or space located on either the Veridian Property or Ingersoll Land Property from the hours of 7 A.M. to 6 P.M.

(c) Private Water Service Line Serving Ingersoll Square II/Shared Sanitary Sewer. Ingersoll Square II shall be solely responsible for all costs associated with the use, operation, inspection, maintenance, repair and/or replacement of the private water service line located in Easement Area B. With respect to the shared private water service line located and running Easterly along the Southern property line of the Condominium Property to 19th Street (Easement Area C), the Association at all times shall be responsible for all repair, maintenance or replacement of the said shared private water service line; provided, however, all costs associated therewith shall be shared pro-rata based on the number of units contained on the Condominium Property and the Apartment Property. In the event the shared private water service line requires maintenance, repair or replacement, one-half of the Association's costs and expenses associated therewith shall be reimbursed by Ingersoll Square II to the Association within thirty (30) days of invoice by the Association.

(d) Failure to Maintain. All construction in, operation and maintenance of Easement Areas shall be in accordance with this Agreement and all City requirements. If either Party fails to maintain its respective easement area as required hereunder for a period of thirty (30) days after notice thereof, the non-defaulting owner(s) shall have the right but not the obligation to perform such maintenance at the defaulting owner's expense with interest at the highest rate permitted by law.

7. Building Setback. A portion of the building located on the Apartment Property will adjoin the property line running South but will not be constructed as a party wall. Accordingly, a 20' setback will be required by the City, creating the following described Artificial Property Line:

An Artificial Property Line located within a part of Parcel "A" of the Plat of Survey of a part of Lots 1 - 8 of West and Burton's Addition, Recorded at Book 12613, Page 296, in the office of the Recorder of Polk County, Iowa, being more particularly described as follows: Commencing at the Northwest corner of said Parcel "A"; thence N89°33'09" East, 242.15 feet along the North line of said Parcel "A" and along the South right-of-way line of High Street as it is presently established; thence S00°26'31" West, 76.44 feet to the Point of Beginning and the northeasterly

terminus of the Artificial Property Line; thence S00°26'31" East, 20.00 feet; thence S89°33'29W a distance of 9.00 feet, to the southwesterly terminus of the Artificial Property Line.

Hereafter, any building or building addition constructed upon the Condominium Property shall maintain the required Building and Fire Code separation from the Artificial Property Line. This easement shall terminate upon the destruction or removal of said building on the Apartment Property.

8. Party Wall. It is contemplated the Apartment Property building and Condominium Property building will share a common wall and structural footing. The following restrictions shall apply:

(a) General Rules of Law. Each wall, including any shared structural components, which is built as a part of the original construction of the buildings upon the respective Apartment and Condominium properties and placed on the shared property line shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of the party wall shall be shared only by the Association and Ingersoll Square II pro-rata based on the number of units contained on each respective property. All costs invoice as provided for hereunder shall be due and payable within thirty (30) days of invoice.

(c) Destruction by Fire or Other Casualty. If the party wall is destroyed or damaged by fire or other casualty, either the Association or Ingersoll Square II may restore the wall and such restoration costs shall be shared pro-rata based on the number of units contained on each party's respective property, subject, however, to the right of either party to call for a larger contribution from the other party that may have liability for negligence or willful acts or omissions related to such fire or other casualty.

9. Insurance.

(a) Property Insurance/Waiver of Claims. The Parties shall maintain adequate property insurance for their respective properties. The Parties hereby release one another from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary policy of insurance, even if such loss or damage shall have been caused by the fault or negligence of the other owner, or anyone for whom such owner may be responsible.

(b) Liability Insurance. The Parties shall obtain and keep in full force and effect, each at its sole cost and expense, a policy of comprehensive public liability insurance covering their respective properties, written by a responsible casualty or indemnity company authorized to do business in Iowa, on an "occurrence basis" not a "claims basis", with a combined general liability insurance limit of at least \$2,000,000 and at least \$1,000,000 per occurrence of injury or property damage. The amount of insurance required by this Section shall be adjusted at the end of each five (5) year period during this Agreement by the amount necessary to continue insurance coverage at a comparable level considering the effects of inflation.

(c) Evidence of Insurance. As soon as practicable following execution of this Agreement, the Parties shall provide to each other evidence that the insurance coverage

required hereunder is in full force and effect. In the event that any such insurance renews or is terminated, the insured owner shall promptly provide the other owner with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

10. Indemnification. The Parties shall exercise the rights herein granted to them with due care, and shall indemnify, defend, protect and hold harmless the other ("Indemnified Party") from and against any and all claims, costs and liabilities (including reasonable attorneys' fees and costs) arising from property loss or damage or personal injury or death occurring on the indemnifying owner's parcel by reason of any act or omission of the indemnifying owner or its employees, agents, licensees, contractors and invitees, except for claims, costs and liabilities to the extent arising from the gross negligence or willful misconduct of an Indemnified Party.

11. Eminent Domain of Easement Area. If an easement area, or any part thereof, is taken by eminent domain or conveyed under threat of eminent domain, then any award for such a taking or damages paid as a result of such taking shall be the sole and exclusive property of the owner of the property taken. The other owner may, however, file a collateral claim with the condemning authority over and above the value of the easement area (or portion thereof) being so taken to the extent of any damage suffered by the other owner resulting from the taking of access to the other owner's property or use of the taken property.

12. Notice. All notices or other communications provided for herein shall be in writing and shall be deemed validly given when (a) delivered personally; (b) sent by certified or registered mail, postage prepaid; (c) sent by reputable overnight delivery service; or (d) sent by telephone facsimile transmission, receipt confirmed, and pending the designation of another address, addressed as follows:

If to Association: Ingersoll Square Condominium Association, Inc.
 Attention: President
 1906 Ingersoll Avenue Suite 4
 Des Moines, Iowa 50309

If to Ingersoll Square II: Ingersoll Square II Investments, L.L.C.
 Attention: Robert J. Caluzzi
 1906 Ingersoll Avenue, Suite 4
 Des Moines, Iowa 50309

If to Veridian: Veridian Credit Union
 Attn: Vice President of Branches
 1827 Ansborough Avenue
 Waterloo, Iowa 50701

If to Ingersoll Land: Ingersoll Land Co., L.C.
 Attention: Robert J. Caluzzi
 1906 Ingersoll Avenue, Suite 4
 Des Moines, Iowa 50309

13. Easements Runs With the Land. The easements granted herein run with the land and binds and benefits the Parties hereto, their successors, assigns, lessees, invitees and licensees.
14. Owners. The term "Association" shall refer to entity responsible for the management of all common areas on behalf of any present or future owner or owners of legal or equitable title to all or any portion of the Condominium Property, and any mortgagee(s) of the Condominium Property, and their respective successors, assigns lessees, invitees and licensees during any period of ownership. The term "Ingersoll Square II" shall refer to any present or future owner or owners of legal or equitable title to all or any portion of the Apartment Property, and any mortgagee(s) of the Apartment Property, and their respective successors, assigns, lessees, invitees and licensees during any period of ownership.
15. Non-Exclusive Use. The easements granted hereby shall be non-exclusive and shall be used in common by the Parties hereto and their employees, agents, occupants, invitees, lessees, successors and assigns.
16. Amendment and Termination. This Agreement may not be amended or terminated except by an instrument in writing signed by the parties affected by such amendment and the City of Des Moines, or their respective successors and/or assigns, and any attempted amendment or termination without all such signatures shall be of no force or effect.
17. No Merger. No easement granted hereby shall be extinguished by the doctrine of merger, regardless of common ownership of the burdened and benefited properties or any other fact, and merger of an easement granted hereunder with any other interest may be effected only by a writing signed by the Parties.
18. Not a Public Dedication. No use hereunder shall be deemed to constitute all or any portion of the easement areas as a public way or a quasi-public way, but to the contrary the easement area shall constitute and remain the private property of its respective owners.
19. Rules and Regulations. In addition to the permissible restrictions discussed in this Agreement, the easements granted herein shall be subject to each Party's right to adopt and enforce reasonable rules and regulations with respect to such easements and that Party's property.
20. Miscellaneous. All provisions of this Agreement are severable and the invalidity or unenforceability of any provision of this Agreement will not affect the validity or unenforceability of any other provision. This Agreement will be governed by and construed in accordance with the laws of the State of Iowa.
21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement shall be recorded in the Office of the Polk County Recorder.
22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
23. Default/Attorney Fees. In the event of default by either Party pursuant to any of the terms of this Agreement for more than sixty (60) days following written notice of such, the prevailing party in

any litigation or enforcement action shall be entitled to reimbursement by the defaulting party for any of the prevailing party's reasonable attorney fees, court costs, and other associated costs of enforcement. In addition to the foregoing, the defaulting party is subject to liquidated damages of \$1,000/day until the default is remedied. The Parties agree and acknowledge that damages in the event of default by either party would be difficult or impracticable to ascertain and the liquidated damages provided for herein are fair and reasonable under the circumstances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

"ASSOCIATION"

INGERSOLL SQUARE CONDOMINIUM ASSOCIATION, INC.

BY: *[Signature]*

ITS: *Manager Robert J. Caluzzi*

"INGERSOLL SQUARE II"

INGERSOLL SQUARE II INVESTMENTS, L.L.C.

BY: *[Signature]*

ITS: *Manager Robert J. Caluzzi*

"VERIDIAN"

VERIDIAN CREDIT UNION

BY: *Mark Ke*

ITS: *Mark Koppedayer VP of Branches*

"INGERSOLL LAND"

INGERSOLL LAND CO., L.C.

BY: *[Signature]*

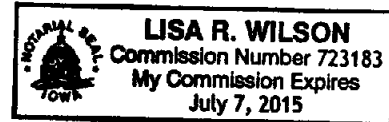
ITS: *Manager Robert J. Caluzzi*

STATE OF IOWA)
) ss.
COUNTY OF POLK)

This instrument was acknowledged before me on March 25, 2013, by Robert J. Caluzzi, as President of Ingersoll Square Condominium Association, Inc..

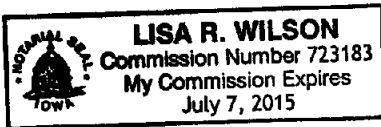
Lisa Wilson
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
COUNTY OF POLK)



This instrument was acknowledged before me on March 25, 2013, by Robert J. Caluzzi, as Manager of Ingersoll Square II Investments, L.L.C.

Lisa Wilson
Notary Public in and for the State of Iowa



STATE OF IOWA)
) ss.
COUNTY OF Linn)

This instrument was acknowledged before me on March 22, 2013, by Mark Kopperdogen, as VP of Branches of Veridian Credit Union



Carrie Severson
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
COUNTY OF Polk)

This instrument was acknowledged before me on March 25, 2013, by Robert J. Caluzzi, as Manager of Ingersoll Land Co., L.C..

Lisa Wilson
Notary Public in and for the State of Iowa

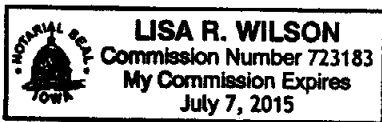


EXHIBIT "A"

Condominium Property

A PART OF LOTS 1-8, OF WEST AND BURTON'S ADDITION, AN OFFICIAL PLAT, AND A PART OF THE VACATED ALLEY LYING BETWEEN SAID WEST AND BURTON'S ADDITION AND HARDING ROAD PLACE, AN OFFICIAL PLAT, CITY OF WEST DES MOINES, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, WEST AND BURTON'S ADDITION, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF 19TH STREET AS IT IS PRESENTLY ESTABLISHED AND ON THE SOUTH RIGHT-OF-WAY LINE OF HIGH STREET AS IT IS PRESENTLY ESTABLISHED; THENCE S00°18'39"E, 269.70 FEET ALONG EAST LINE OF SAID LOT 1 AND THE SAID WEST RIGHT-OF-WAY LINE; THENCE S89°32'22"W, 508.92 FEET TO THE EAST RIGHT-OF-WAY OF MARTIN LUTHER KING JR. PARKWAY, AS IT IS PRESENTLY ESTABLISHED; THENCE N00°29'14"W, 269.82 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SAID HIGH STREET SOUTH RIGHT-OF-WAY LINE, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID LOT 8; THENCE N89°33'09"E, 509.75 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3.155 ACRES MORE OR LESS.

SAID TRACT OF LAND SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

EXCEPT

A TRACT OF LAND BEING A PART OF PARCEL 'A' OF THE PLAT OF SURVEY OF A PART OF LOTS 1 - 8 OF WEST AND BURTON'S ADDITION, RECORDED AT BOOK 12613 PAGE 296 IN THE OFFICE OF THE POLK COUNTY RECORDER. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE N89°33'09"E, 242.15 FEET ALONG THE NORTH LINE OF SAID PARCEL 'A' AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF HIGH STREET AS IT IS PRESENTLY ESTABLISHED; THENCE S00°26'31"E, 76.44 FEET; THENCE S89°33'29"W, 9.00 FEET; THENCE S00°26'31"E, 145.88 FEET TO A NON-TANGENT 100.38 FEET RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY, 31.50 FEET ALONG SAID CURVE, SAID CURVE HAVING A CHORD LENGTH OF 31.37 FEET AND A CHORD BEARING OF N81°40'35"W; THENCE S89°32'24"W, 201.97 FEET TO THE WEST LINE OF SAID PARCEL 'A' AND TO THE EAST RIGHT-OF-WAY LINE OF MARTIN LUTHER KING JR. PARKWAY AS IT IS PRESENTLY ESTABLISHED; THENCE N00°29'14"W, 217.58 FEET ALONG SAID WEST LINE AND EAST RIGHT-OF-WAY LINE, TO THE NORTHWEST CORNER OF SAID PARCEL 'A' AND TO THE POINT OF BEGINNING.

SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 1.181 ACRES MORE OR LESS.

EXCEPT

AN IRREGULAR SHAPED PART OF PARCEL 'A' IN A PORTION OF WEST AND BURTON'S ADDITION TO DES MOINES, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA AS SHOWN IN BOOK 12613 AT PAGE 296 IN THE OFFICE OF THE POLK COUNTY RECORDER DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 'B' IN A PORTION OF HARDING ROAD PLACE AND IN A PORTION OF WEST AND BURTON'S ADDITION TO DES MOINES, OFFICIAL PLATS NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA AS SHOWN IN BOOK 12613 AT PAGE 296 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE N00°29'14"W (PREVIOUSLY RECORDED BEARING) ALONG THE WESTERLY LINE OF SAID PARCEL 'B', A DISTANCE OF 147.76 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'A' AND TO THE POINT OF BEGINNING; THENCE CONTINUING N00°29'14"W ALONG THE WESTERLY LINE OF SAID PARCEL 'A', A DISTANCE OF 52.24 FEET; THENCE N89°32'24"E, A DISTANCE OF 201.97 FEET; THENCE EASTERLY ALONG A 100.38 FEET RADIUS CURVE CONCAVE SOUTHERLY, A DISTANCE OF 54.98 FEET, SAID CURVE HAVING A CHORD BEARING OF S74°46'09"E AND A CHORD LENGTH OF 54.29 FEET; THENCE S00°29'14"E, A DISTANCE OF 37.55 FEET TO THE SOUTH LINE OF SAID PARCEL 'A'; THENCE S89°32'24"W ALONG THE SOUTH LINE OF SAID PARCEL 'A', A DISTANCE OF 254.23 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 0.30 ACRES.

EXHIBIT "B"

Parcel 1
Apartment Property

A TRACT OF LAND BEING A PART OF PARCEL 'A' OF THE PLAT OF SURVEY OF A PART OF LOTS 1 - 8 OF WEST AND BURTON'S ADDITION, RECORDED AT BOOK 12613 PAGE 296 IN THE OFFICE OF THE POLK COUNTY RECORDER. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 'A'; THENCE N89°33'09"E, 242.15 FEET ALONG THE NORTH LINE OF SAID PARCEL 'A' AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF HIGH STREET AS IT IS PRESENTLY ESTABLISHED; THENCE S00°26'31"E, 76.44 FEET; THENCE S89°33'29"W, 9.00 FEET; THENCE S00°26'31"E, 145.88 FEET TO A NON-TANGENT 100.38 FEET RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY, 31.50 FEET ALONG SAID CURVE, SAID CURVE HAVING A CHORD LENGTH OF 31.37 FEET AND A CHORD BEARING OF N81°40'35"W; THENCE S89°32'24"W, 201.97 FEET TO THE WEST LINE OF SAID PARCEL 'A' AND TO THE EAST RIGHT-OF-WAY LINE OF MARTIN LUTHER KING JR. PARKWAY AS IT IS PRESENTLY ESTABLISHED; THENCE N00°29'14"W, 217.58 FEET ALONG SAID WEST LINE AND EAST RIGHT-OF-WAY LINE, TO THE NORTHWEST CORNER OF SAID PARCEL 'A' AND TO THE POINT OF BEGINNING.

SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 1.181 ACRES MORE OR LESS.

Parcel 2
Veridian Property

PARCEL "D" OF THE PLAT OF SURVEY OF A PART OF LOTS 1-6 OF HARDING ROAD PLACE AND A PART OF LOTS 5-9, BLOCK B, OF WEST AND BURTON'S ADDITION TO DES MOINES, RECORDED AT BOOK 14528, PAGE 338 IN THE OFFICE OF THE POLK COUNTY RECORDER.

Parcel 3
Ingersoll Land Property

PARCEL "B" OF THE PLAT OF SURVEY OF A PART OF LOTS 2, 3, 4, 5, 6, 7, 8 AND 9 OF HARDING ROAD PLACE AND A PART OF LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 OF BLOCK B, WEST AND BURTON'S ADDITION RECORDED AT BOOK 12613, PAGE 296 IN THE OFFICE OF THE POLK COUNTY RECORDER

EXCEPT:

AN IRREGULAR SHAPED PART OF PARCEL 'B' IN A PORTION OF WEST AND BURTON'S ADDITION TO DES MOINES, AND IN A PORTION OF HARDING ROAD PLACE, OFFICIAL PLATS NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA

AS SHOWN IN BOOK 12613 AT PAGE 296 IN THE OFFICE OF THE POLK COUNTY RECORDER DESCRIBED AS:

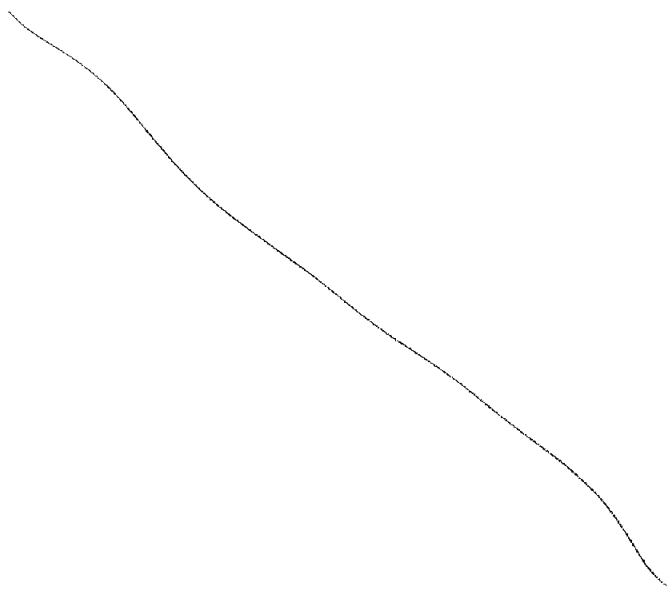
BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 'B'; THENCE N00°29'14"W (PLATTED BEARING) ALONG THE WESTERLY LINE OF SAID PARCEL 'B', A DISTANCE OF 147.76 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 'B'; THENCE N89°32'24"E ALONG THE NORTH LINE OF SAID PARCEL 'B', A DISTANCE OF 254.23 FEET; THENCE S00°29'14"E, A DISTANCE OF 148.61 FEET TO THE SOUTH LINE OF SAID PARCEL 'B'; THENCE S89°43'53"W ALONG THE SOUTH LINE OF SAID PARCEL 'B', A DISTANCE OF 254.23 FEET TO THE POINT OF BEGINNING.

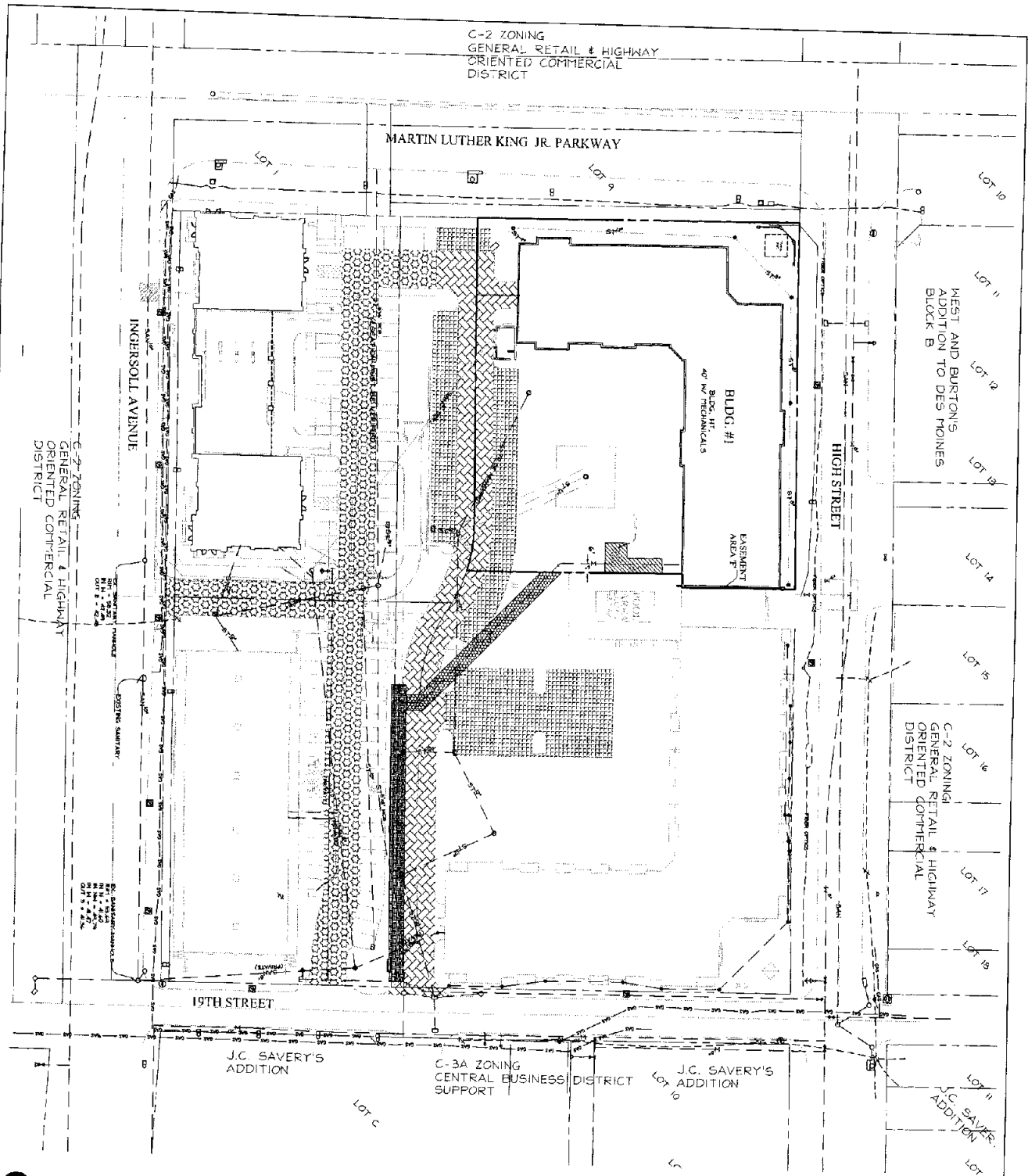
SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 0.86 ACRES.








EXHIBIT "C"

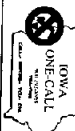
Site Plan/Easement Areas
(attached hereto)





EASEMENTS

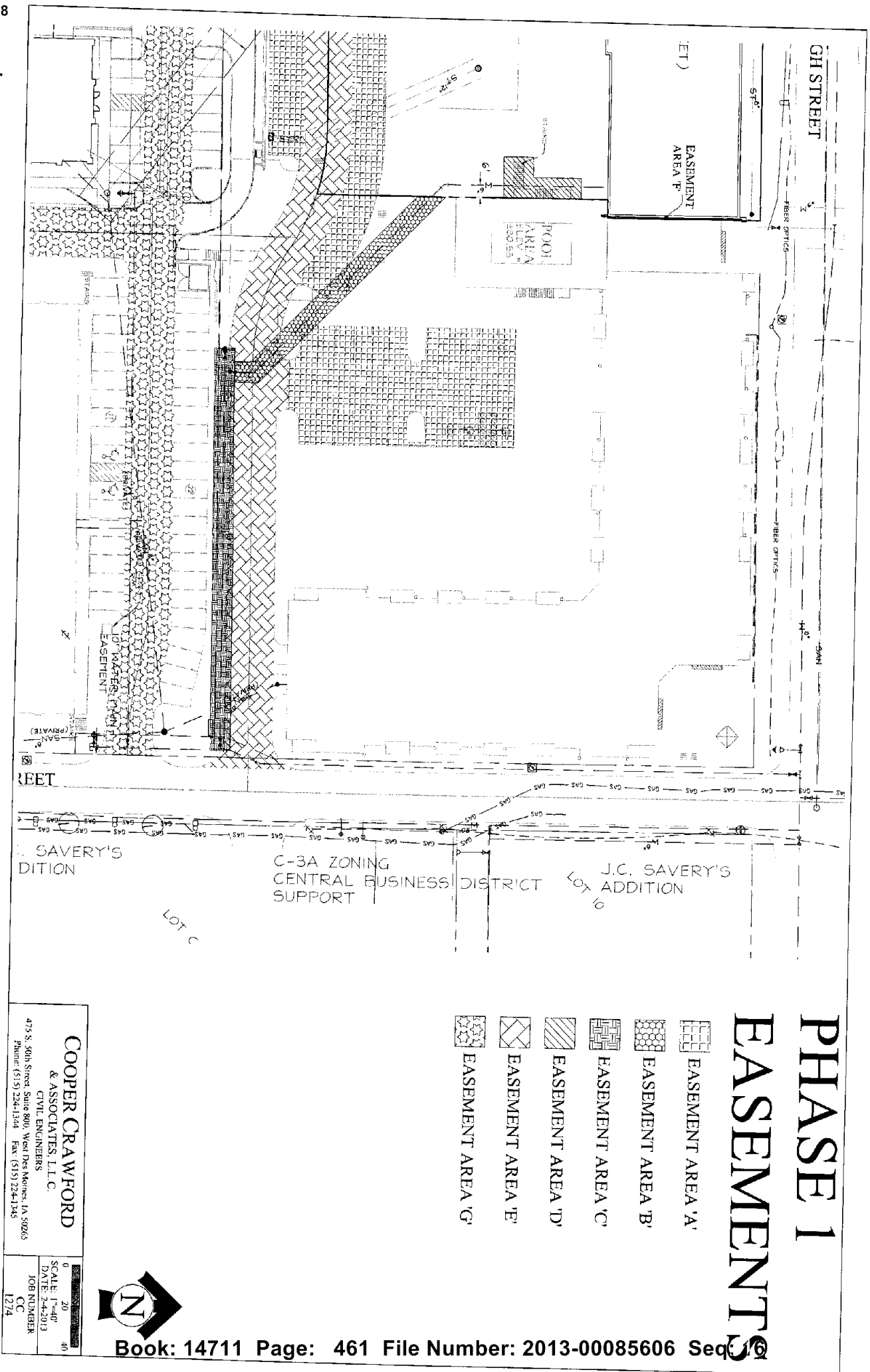
-  EASEMENT AREA 'A'
-  EASEMENT AREA 'B'
-  EASEMENT AREA 'C'
-  EASEMENT AREA 'D'
-  EASEMENT AREA 'E'
-  EASEMENT AREA 'F'
-  EASEMENT AREA 'G'









COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

479 S. 20th STREET, SUITE 200, WEST DES MOINES, IOWA 50304
PHONE: (515) 251-1314 FAX: (515) 251-1345
REVISED: 2-2-2013 JOB NUMBER: CC

EASEMENTS
SCALE: 1"=30'
SHEET 1 OF 1
1274



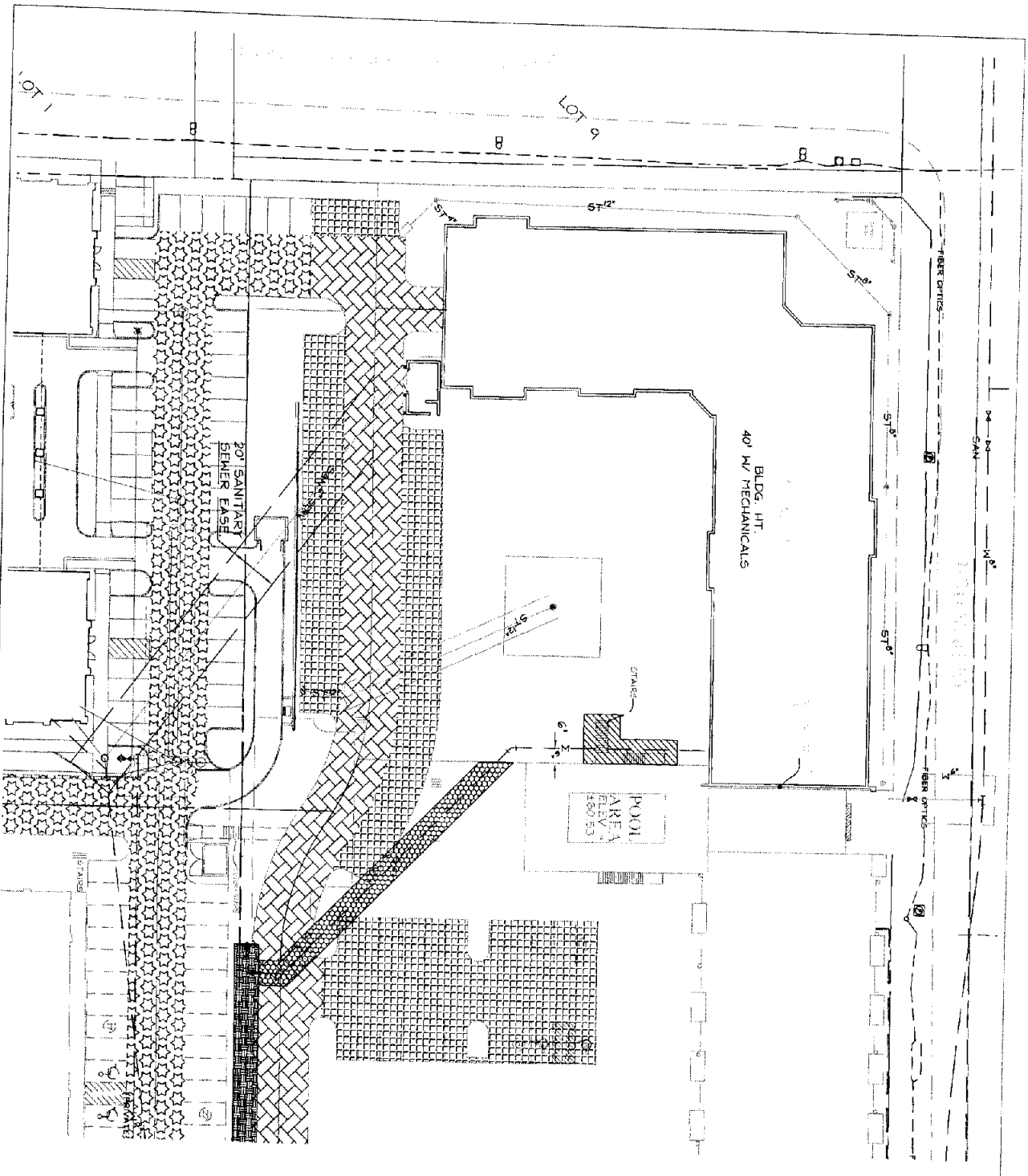
PHASE 1 EASEMENTS

-  EASEMENT AREA 'A'
-  EASEMENT AREA 'B'
-  EASEMENT AREA 'C'
-  EASEMENT AREA 'D'
-  EASEMENT AREA 'E'
-  EASEMENT AREA 'G'

COOPER CRAWFORD
 & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS
 475 S. 50th Street, Suite 800, West Des Moines, IA 50265
 Phone: (515) 224-1344 Fax: (515) 224-1345

0 20 40
 SCALE: 1"=40'
 DATE: 2-4-2013
 JOB NUMBER
 CC
 1274





PHASE 2
BASEMENTS

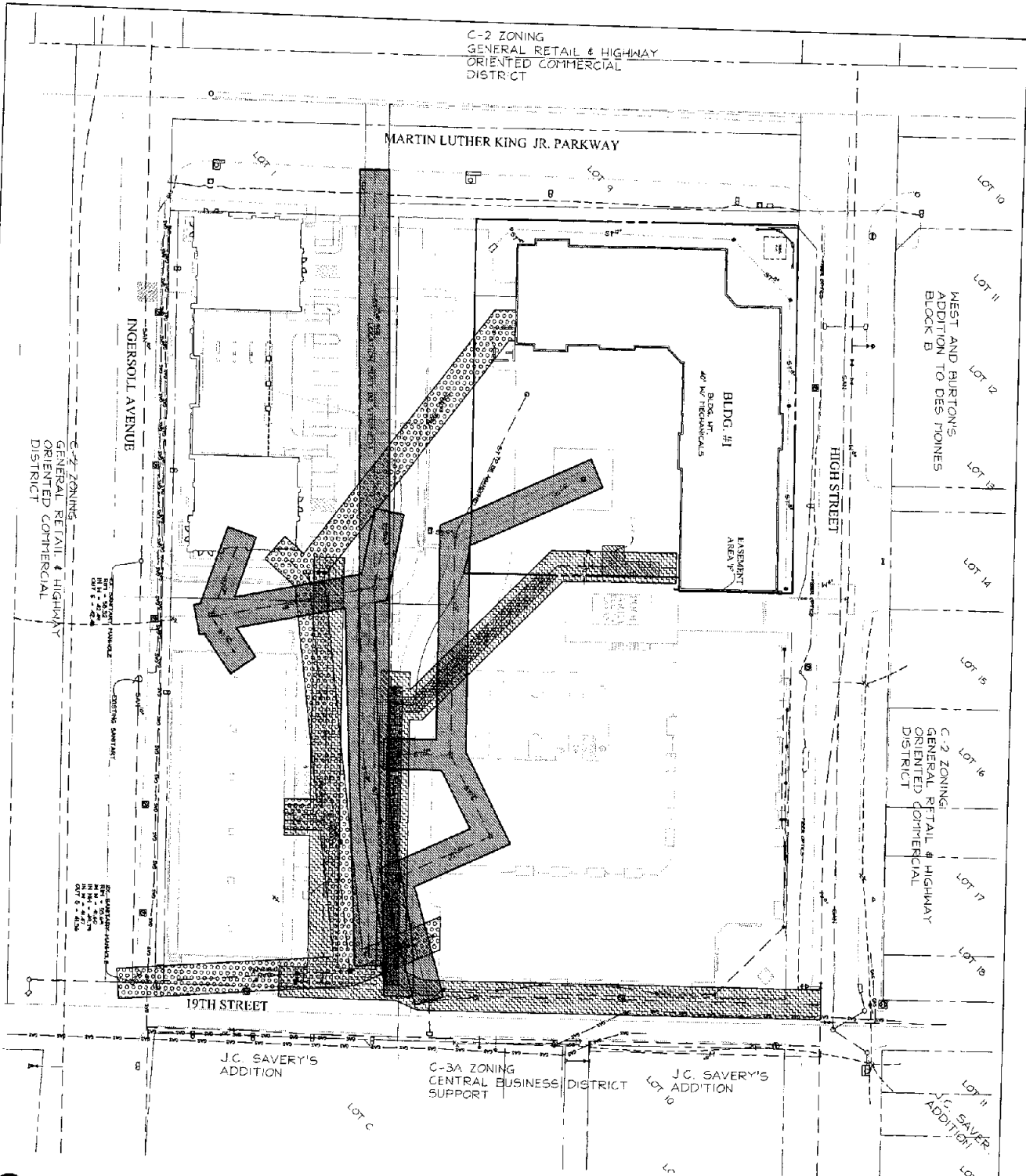
- 1.00' CONC. SLAB
- 2.00' CONC. SLAB
- 3.00' CONC. SLAB
- 4.00' CONC. SLAB
- 5.00' CONC. SLAB
- 6.00' CONC. SLAB
- 7.00' CONC. SLAB
- 8.00' CONC. SLAB
- 9.00' CONC. SLAB
- 10.00' CONC. SLAB

COOPER CRAWFORD
 & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS

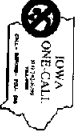
475 S. 50th Street, Suite 806, West Des Moines, IA 50365
 Phone: (515) 224-1344 Fax: (515) 224-1345

0 20 40
 SCALE: 1"=40'
 DATE: 2-4-2013
 JOB NUMBER
 CC
 1274





- UTILITY
EASEMENTS**
- WATERMAIN EASEMENTS
 - STORM SEWER EASEMENTS
 - SANITARY SEWER EASEMENTS



**COOPER CRAWFORD
& ASSOCIATES, L.L.C.**
CIVIL ENGINEERS

475 S. 50th STREET, SUITE 200
PIONEER, IOWA 50455
PHONE: (515) 272-1133
FAX: (515) 272-1134
DATE: 11.2013

1000
JOB NUMBER
CC
1274

UTILITY EASEMENTS
INGERSOLL SQUARE II, LP

SHEET
1 OF 1

SCALE: 1"=30'