

17 BF  
2008



Doc ID: 024993010003 Type: GEN  
Kind: EASEMENT  
Recorded: 08/05/2011 at 08:44:10 AM  
Fee Amt: \$17.00 Page 1 of 3  
Revenue Tax: \$0.00  
Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2012-00009320

BK 13931 PG 202-204

## ENCROACHMENT EASEMENT AGREEMENT

### Recorder's Cover Sheet

**Preparer Information:** (name, address and phone number)

Robert J. Douglas, Jr.

Davis, Brown, Koehn, Shors & Roberts, P.C.  
4201 Westown Parkway, Suite 300  
West Des Moines, IA 50266  
Phone: (515) 288-2500

**RETURN TO:**

**Return Document To:** (name and complete address)

Robert J. Douglas, Jr.

Davis, Brown, Koehn, Shors & Roberts, P.C.  
4201 Westown Parkway, Suite 300  
West Des Moines, IA 50266  
Phone: (515) 288-2500

**Grantor:** AZ, LLC

**Grantee:** 3801 LLC

**Legal Description:** See Page 2

## ENCROACHMENT EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement") is made as of the 7<sup>th</sup> day of ~~July~~ <sup>August</sup>, 2011, by and between AZ, LLC ("Owner"), and 3801 LLC ("Beneficiary").

### WITNESSETH

WHEREAS, Owner is the owner of Lots 38, 39, 40, 41, 42 (except highway) in Block P in Aviation Park, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa ("Owner's Parcel"); and

WHEREAS, Beneficiary is the owner of a part of lots 34 through 37 and Lots 43 through 54, Block P, Aviation Park, an Official Plat, Des Moines, Polk County, Iowa more particularly described as follows: Beginning at the NE Corner of Lot 43, Block P, Aviation Park, an Official Plat, Des Moines, Polk County, Iowa, thence S00°01'22"W, 146.75 feet along the East line of said Lot 43 to the North right-of-way line of Douglas Avenue as it is presently established; thence N 86°16'39"W, 128.08 feet along said North right-of-way line; thence N87°36'26"W 67.92 feet along said North right-of-way line; thence N55°59'15"W, 13.98 feet along said North right-of-way line; thence N26°40'35"W, 20.41 feet along said North right-of-way line to the East right-of-way line of Merle Hay Road (State Highway 28) as it is presently established; thence N00°14'29"E, 228.99 feet along said East right-of-way line to the North line of Lot 54, Block P in said Aviation Park; thence N89°51'04"E, 225.34 feet along said North line and along the North Line of Lot 34, Block P, in said Aviation Park; thence S00°01'22"W, 120.15 feet to the North line of Lot 42, Block P, in said Aviation Park; thence S89°51'04"W, 9.77 feet along said North line to the NE Corner of said Lot 43 and to the Point of Beginning (the "Benefited Parcel"); and

WHEREAS, Beneficiary is constructing an entrance onto Douglas Avenue (Station 827+01.10 on U.S. Highway 6) on its southeast corner and the entry encroaches onto a portion of the Owner's Parcel (the "Encroaching Improvements"); and

WHEREAS, Owner is willing to grant and convey to Beneficiary a right of easement for the Encroaching Improvements over the Owner's Parcels for the benefit of Beneficiary in accordance with and subject to the terms and conditions set forth herein.

NOW, THEREFORE, KNOW ALL MEN by these presents that for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, Owner and Beneficiary do hereby agree as follows:

- I. Incorporation by Reference: The preamble paragraphs described above are incorporated by reference as if more fully set forth herein.
- II. Grant of Right: Subject to the terms and conditions set forth below, Owner hereby grants to Beneficiary, their successors and assigns, and Beneficiary hereby accepts from Owner the following non-exclusive easements:

- A. An easement for the Encroaching Improvements, and the right to use such Encroaching Improvements for ingress and egress for the purpose of allowing the continued existence, use, operation, and maintenance of the Encroaching Improvements on the south 10 feet of the west 10 feet of the Owner's Property.
- III. Covenants Running with the Land: This Easement Agreement and the easements granted herein shall run with the land and shall survive any and all conveyances of the Owner's Parcels by Owner to any third-party.
- IV. Indemnification: The owner of the Beneficiary Parcel hereby agrees to indemnify and hold the owner of the Owner's Parcel harmless from any and all injuries or claims arising from the use of the easement area, and shall maintain at its expense such Encroaching Improvements.
- V. This easement shall constitute the entire agreement between the parties hereto relating to the subject matter hereof and shall be interpreted and governed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed the day and year first above written.

AZ, LLC

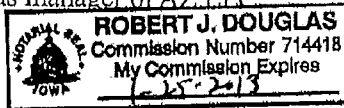
3801 LLC

By: Rich Eychaner, Manager

By: Rich Eychaner, Manager

STATE OF IOWA )  
 ) ss  
COUNTY OF POLK )

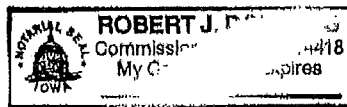
The foregoing instrument was acknowledged before me this 4th day of August, 2011, by Rich Eychaner as manager of AZ, LLC.



Robert J. Douglas  
Notary Public in and for said State

STATE OF IOWA )  
 ) ss  
COUNTY OF POLK )

The foregoing instrument was acknowledged before me this 4th day of August, 2011, by Rich Eychaner as manager of 3801 LLC.



Robert J. Douglas  
Notary Public in and for said State

