

IN THE
POLK COUNTY, IOWA,
FILED FOR RECORD AND
ATTESTED TO THIS 21st DAY OF
RENE H. MAUL, CLERK.

Whereas, the parties whose signatures are affixed
hereunto are the various owners and constitute the total ownership
of the following described property:

Lots 51 to 87, inclusive, and the west

10 feet of Lot 88, in the

City of Des Moines, Iowa, now included

and forming a part of the City of

Des Moines, Iowa, and

Whereas, said signatory parties desire to promote,
encourage and effect a unified commercial development of and
upon the above described property, for their mutual benefit
and welfare and for the benefit and welfare of the City of Des
Moines, Iowa, and of the general public, and

Whereas, the property hereinabove described, which is
presently included in an R-2 zoning district as defined by the
zoning ordinance of the City of Des Moines, Iowa, is or will be
before the City Council of Des Moines, Iowa, for the purpose of
re-zoning said property to a C-1 commercial district as defined
by said ordinance, which said re-zoning would be necessary to
effect the purposes of this agreement,

Now, Therefore, In consideration of each of the pro-
mises and agreements, each to the other and to the City of Des
Moines, Iowa, and to the general public hereinabove and herein-
after set forth, and in order to effect the above mentioned
purposes, the signatory parties hereto agree between and among
themselves for their individual and mutual benefit and welfare
and for the benefit and welfare of the City of Des Moines, Iowa,
and of the general public, as follows:

1. That the property hereinabove described, shall
only be developed on a unified basis, with the same or similar
general architectural scheme and pattern, including a common
set-back requirement for the erection of buildings which said
set-back shall be for a distance of not less than fifty (50)
feet from the curb line of Maple Hay Road as presently es-
tablished and located, all for the purpose of establishing a
parking area and for the further purpose of utilizing said prop-
erty to its best advantage and for the further purpose of

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providing a suitable and reasonably accessible parking.

That in order to facilitate parking arrangements
now or in future, ingress and egress of customers and visitors to
said area, there shall be a common parking area for said property
located upon Harle Hay Road, with ingress and egress onto Harle
Hay Road, subject to the regulations of the Highway Commission
of the State of Iowa, and that each signatory party hereto shall
execute and cause to be executed all necessary easements; and
shall do and cause to be done all other acts necessary, to effect
the purposes of this paragraph and to effect the establishment,
control and maintenance of said parking area.

3. That in the development of the above described prop-
erty, there shall be an adequate screening provided and maintained
by the signatory parties hereto on or near the east boundary line
of said property, either in the form of a suitable and well con-
structed, closed, permanent fence or in the form of shrubs
and trees suitable to effect said screening, or in both of said
forms.

4. That the conditions and covenants herein contained
and each and all of them are expressly made an essential part
of this agreement and shall remain, for a period of twenty-five
(25) years from date of this agreement, an obligation on the part
of the signatory parties hereto in respect to the said premises
and their heirs, successors and assigns, for the welfare and bene-
fit of each and all of them and of their properties hereabove
described and for the welfare and benefit of the City of Des
Moines, Iowa, and of the general public;

5. That this agreement shall have no force and effect
unless and until the property, hereinafore described is zoned to
permit commercial development, by action of the City Council of
the City of Des Moines, Iowa, and that this agreement shall remain
in effect so long as said property can legally be used for com-
mercial purposes, under zoning restrictions similar to those allowed
in commercial districts as defined by the zoning ordinance of the
City of Des Moines, Iowa, but not for a period to exceed twenty
five (25) years from the date of this agreement.

6. That all signatory parties hereto further agree
that this instrument shall be recorded in the Polk County Recorder's

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office, Polk County, Iowa, by Donald B. Rennings within ten (10) days of the publication of amendment to the zoning ordinance of the City of Des Moines, Iowa, which classifies the above described property as C-1, Commercial.

Executed this 10th day of March, 1961, in the City of Des Moines, Polk County, Iowa.

Donald B. Rennings
3131 Maple Hwy Rd.

George F. Gaven
39161 Maple Hwy Rd.

Arnold S. Plankard
3941 Maple Hwy Rd.

Francis J. Lauer
3827 Maple Hwy Rd.

Shelley E. Tietz
3925 Maple Hwy Rd.

Walter W. Wiegert

George F. Gaven
3827 Maple Hwy Rd.

Walter W. Wiegert
Harris Investment Company, Inc.
By: Donald B. Rennings

John H. Hartung Res.
By: Donald B. Rennings

Ralph W. Johnson
3941 Maple Hwy Rd.

Donald B. Rennings
3925 Maple Hwy Rd.

Hillman Johnson
3941 Maple Hwy

Gene P. Olson

Francis J. Lauer

Walter W. Wiegert

D. Rennings and Company

By: Donald B. Rennings
President

By: Donald B. Rennings
Secretary

State of Iowa

O - SS:

County of Polk

On this 20th day of March, A. D. 1961, before me, a Notary Public in and for Polk County, personally appeared Frank P. Vazquez, LaVonne L. Vazquez, Joseph J. Burd, Rita M. Burd, Arnold Johansen, Willa Mae Johansen, Frances Ivorene Atchison, Gene F. Atchison, Shirley Fitzgerald, Francis Fitzgerald, Wilbur M. Warburton, Alta M. Warburton, George J. Craven and Walter O. Freed, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Leerle L. Larson

Notary Public in and for
Polk County, Iowa.

State of Iowa

O - SS:

County of Polk

On this 20th day of March, A. D. 1961, before me, a Notary Public in and for Polk County, personally appeared John H. Hartung and Donald B. Runking, to me personally known, who, being by me duly sworn did say that they are the president and secretary, respectively, of Harrk Investment Company, Inc.; that no seal has been procured by the said corporation, and that said instrument was signed on behalf of the Harrk Investment Company, Inc. by authority of its board of directors; and said John H. Hartung and Donald B. Runking acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by them duly executed.

Leerle L. Larson

Notary Public in and for
Polk County, Iowa.

State of Iowa

County of Polk

On this 20th day of March, A. D. 1961, before me, a Notary Public in and for Polk County, personally appeared Donald B. Running and D. L. Morrett, to me personally known, who, being by me duly sworn did say that they are the president and secretary, respectively, of D. Running and Company, that no seal has been procured by the said corporation, and that said instrument was signed on behalf of the D. Running and Company by authority of its board of directors, and said Donald B. Running and D. L. Morrett acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

I O V.

Leland C. Clark
Notary Public in and for
Polk County, Iowa.