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Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2012-00010885

BK **13937** PG **741-745**

Stacey C. Rogers AT0010765

Preparer Information: Stacey C. Rogers, 210 N.E. Delaware Avenue, Suite 200, Ankeny, Iowa 50021; (515) 964-8777
After Filing Return To: Stacey C. Rogers, 210 N.E. Delaware Avenue, Suite 200, Ankeny, Iowa 50021

RETURN TO:

TEMPORARY TURNAROUND EASEMENT AGREEMENT

This Temporary Turnaround Easement Agreement ("Agreement") is made and entered the 29th day of June, 2011, by and between **LOVELAND PROPERTIES IOWA, L.L.C.**, an Iowa Limited Liability Company ("Grantor"), as owner of Outlot X, Meadow Vista Estates Plat 1, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa, and **Altoona Development, L.L.C.**, an Iowa Limited Liability Company ("Grantee"), as owner of All Lots in Meadow Vista South, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa.

RECITALS:

A. Grantor is the owner of the following described real estate (the "Grantor Real Estate"):

A PART OF OUTLOT 'X', MEADOW VISTA ESTATES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ALTOONA, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'X'; THENCE SOUTH 89°46'49" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'X', 185.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°46'49" WEST ALONG SAID SOUTH LINE, 100.00 FEET; THENCE NORTH 00°00'47" EAST, 120.00 FEET; THENCE NORTH 89°46'49" EAST, 100.00 FEET; THENCE SOUTH 00°00'47" WEST, 120.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.28 ACRES (12,000 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

B. Grantee is the owner of the following described real estate (the "Grantee Real Estate"):

All Lots in Meadow Vista South, an Official Plat, now included in and forming a part of the City of Altoona, Polk County, Iowa.

1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, and its successors and assigns, a temporary turnaround easement with the right to erect, construct, install, lay and thereafter use, a temporary cul-de-sac, under, over and across the real estate legally described in paragraph A above (the "Easement Area"), for the purpose of allowing the public the ability to use said cul-de-sac as a vehicle turnaround only and not for storage or parking.

2. **Termination.** The Temporary Turnaround Easement will terminate at such time construction commences to extend 26th Avenue SW to the North. The Grantor, its successor in interest, or assign shall record a Plat to indicate the change and the Temporary Turnaround Easement shall terminate upon recording of the Plat.

3. **Restoration.** Upon termination of the Temporary Turnaround Easement, Grantee shall promptly restore the Easement Area in a good and workmanlike manner to a condition comparable to its condition before the construction, reconstruction or alteration of the cul-de-sac, including restoration of sidewalks, if any, except that Grantee shall not be required to seed, sod, or otherwise restore vegetation or lawns.

If Grantee fails to restore the Easement Area, in accordance with the foregoing provisions, within twenty (20) days following written notice of from Grantor, Grantor may restore the Easement Area, at Grantee's cost, and Grantee shall pay to Grantor, upon demand, all costs and expenses incurred by Grantor in restoring the Easement Area and shall pay to Grantor all costs and expenses, including, but not limited to, attorneys' fees, incurred by Grantor in recovering such costs and expenses from Grantee, with interest at the rate of ten percent (10%) per annum on any unpaid amount of such demand from the due date of such payment until such amount is paid in full. Grantee will not allow any liens to attach to the Grantor Real Estate as a result of any activities in the Easement Area of the Grantee or its employees, agents, representatives, contractors or subcontractors.

3. **Indemnification.** Grantee agrees to indemnify and hold harmless Grantor and its employees, agents, representatives and attorneys from and against any and all claims or demands for liabilities, losses, damages, costs and expenses (including attorneys' fees) arising from or related to (i) acts or omissions of Grantee, its agents, representatives, employees, contractors and subcontractors in connection with the use by Grantee of the Easement Area or (ii) the failure by Grantee to perform its obligations hereunder.

4. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon Grantor and Grantee and their respective successors and assigns. All of the provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Agreement as of the date first above written.

Signed this 29th day of June, 2011.

Loveland Properties Iowa, L.L.C., an Iowa Limited Liability Company, Grantor

Altoona Development, L.L.C. an Iowa Limited Liability Company, Grantee

By: Daniel J. Brabec, VP
Daniel J. Brabec, its Vice President

By: [Signature]
Ed Skinner, its Manager

Nebraska
STATE OF ~~IOWA~~)
) ss:
COUNTY OF ~~POLK~~)
Douglas

On this 29th day of June, 2011, before me, a Notary Public in and for the said State, personally appeared Daniel J. Brabec, to me personally known, who being by me duly sworn did say that s/he is the Vice President of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Manager or other officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



July 9, 2014 Karrin C. Kreutzberg
Notary Public in and for said State

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 5th day of July, 2011, before me, a Notary Public in and for the said State, personally appeared Ed Skinner, to me personally known, who being by me duly sworn did say that he is the Manager of Altoona Development, L.L.C., that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



[Signature]
Notary Public in and for said State

PT OUTLOT 'X' – MEADOW VISTA ESTATES PLAT 1
TEMPORARY TURNAROUND EASEMENT DESCRIPTION

A PART OF OUTLOT 'X', MEADOW VISTA ESTATES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ALTOONA, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'X'; THENCE SOUTH 89°46'49" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'X', 185.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°46'49" WEST ALONG SAID SOUTH LINE, 100.00 FEET; THENCE NORTH 00°00'47" EAST, 120.00 FEET; THENCE NORTH 89°46'49" EAST, 100.00 FEET; THENCE SOUTH 00°00'47" WEST, 120.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.28 ACRES (12,000 SQUARE FEET).

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EASEMENT PLAT

OWNER

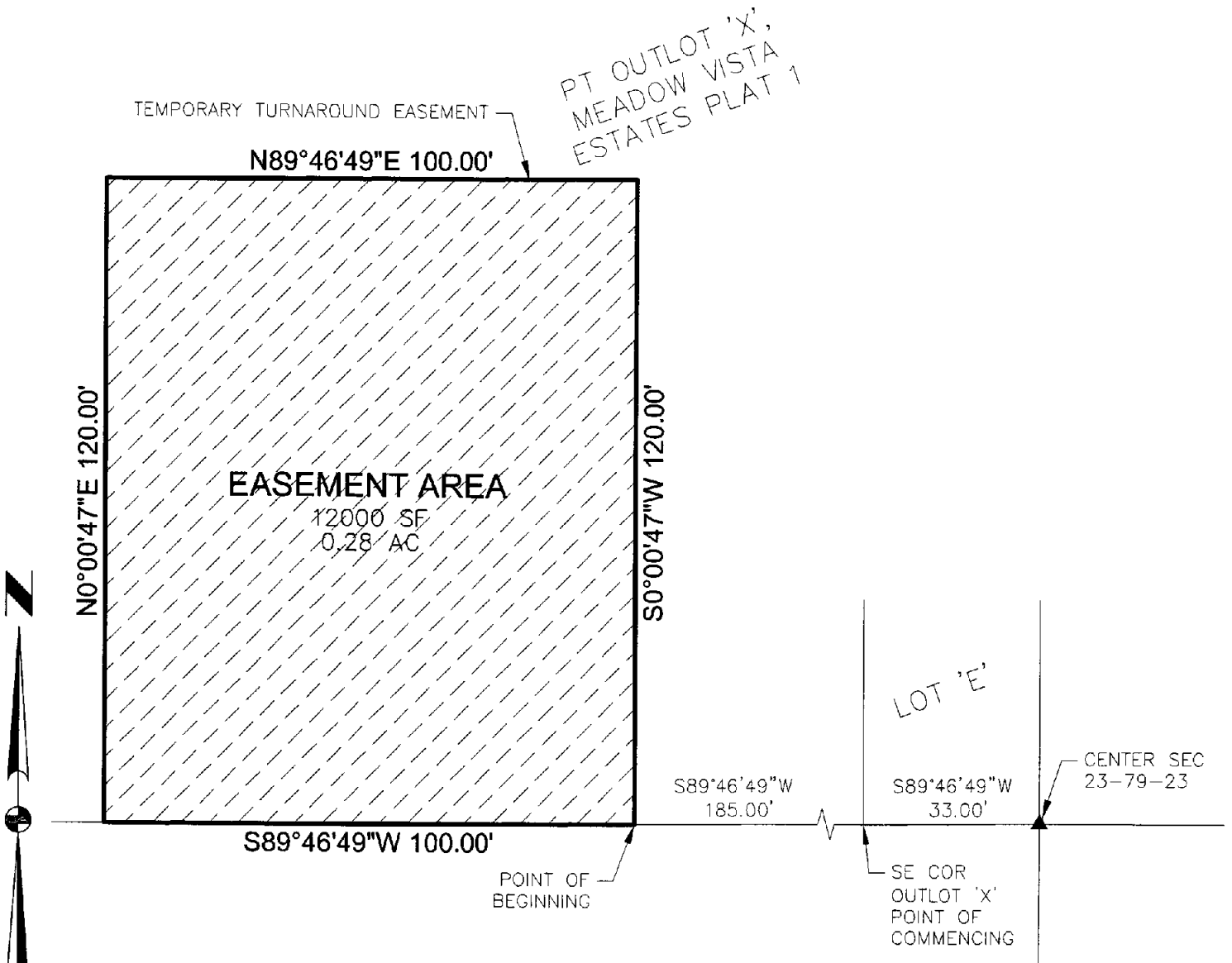
LOVELAND PROPERTIES IOWA LLC
9290 W DODGE ROAD, SUITE 203
OMAHA, NE 68114-3320

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SCALE (FEET)