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Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2014-00058104

BK 15088 PG 729-750

RETURN

Prepared by & Return to: Larry James Jr., Faegre Baker Daniels, 801 Grand Ave., 33rd Floor Des Moines, IA 50309

(515) 447-4731

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

THIS AMENDED, RESTATED AND SUBSTITUTED CROSS ACCESS AND JOINT USE AGREEMENT (this "Amendment") is made this 12th day of January, 2014, by and among, **Ingersoll Square Condominium Association, Inc.**, an Iowa non-profit corporation ("Association"), **Ingersoll Square II Investments, L.L.C.**, an Iowa limited liability company (Ingersoll Square II), **Veridian Credit Union** ("Veridian"), **Ingersoll Land Co., L.C.**, an Iowa limited liability company ("Ingersoll Land"), (collectively the "Parties"), and the **City of Des Moines, Iowa** ("City") relating to the real property described on Exhibits "A" and "B" attached hereto and made a part hereof (the "Real Estate").

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 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, the Parties entered into that certain Amended, Restated and Substituted Cross Access and Joint Use Agreement, effective as of March 25, 2013, and filed in the Office of the Polk County Recorder on March 25, in Book 14711, Page 461 (the "Agreement"), pursuant to which the Parties agreed to certain access, utility and parking easements, maintenance of the same, and use of the Real Estate; and

WHEREAS, Veridian has entered into a purchase agreement to develop the Veridian Property into a mixed-use building with commercial space and apartments and has reconfigured its site plan, which impacts parking layout, existing parking use agreements, and use of the Facilities; and

WHEREAS, the Agreement calls for the City to sign any amendment or termination of the Agreement; and

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

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, Ingersoll Land, by authority of its Members, 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, sidewalk, and stairs located on the Condominium Property, Ingersoll Land Property, and Veridian Property for vehicular and pedestrian ingress and egress as depicted as Easement Area E, (all Easement Areas set forth in Exhibits "C-1" and "C-2"), attached hereto and made a part hereof); (b) cross parking in Easement Area A; (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, the Ingersoll Land Property, and the Veridian Property, as applicable.
2. Grant of Easements to Association. Ingersoll Square II, by authority of its Members, Ingersoll Land, by authority of its Members, and Veridian, as applicable, hereby grants to the Association a perpetual, non-exclusive easement for (a) the shared use, maintenance and replacement of the driveway, sidewalk, and stairs located on the Apartment Property, Ingersoll Land Property, and Veridian Property for vehicular and pedestrian ingress and egress as depicted as Easement Area E; (b) cross parking (Easement Area A); (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); (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, Ingersoll Land Property, and Veridian Property, as applicable.
3. Grant of Easements to Veridian. The Association, by authority of its Members/Shareholders, Ingersoll Square II, by authority of its Members, and Ingersoll Land, as applicable, hereby grants to Veridian a perpetual, non-exclusive easement for (a) the shared use, maintenance and replacement of the driveway, sidewalk, and stairs located on the Condominium Property, Ingersoll Land Property, and Apartment Property for vehicular and pedestrian ingress and egress as depicted as Easement Area E; and (b) cross parking in Easement Area H, all over, on, under and/or across the Condominium Property the Ingersoll Land Property, and the Apartment Property, as applicable.
 4. Grant of Easements to Ingersoll Land. The Association, by authority of its Members/Shareholders, Veridian, and Ingersoll Square II, by authority of its Members, as applicable, hereby grants to Ingersoll Land a perpetual, non-exclusive easement for (a) the shared use, maintenance and replacement of the driveway, sidewalk, and stairs located on the Condominium Property, the Veridian Property, and the Ingersoll Square II Property for vehicular and pedestrian ingress and egress as depicted as Easement Area E; and (b) parking in Easement Area A, all over, on, under and/or across the Condominium Property the Veridian Property, and the Ingersoll Square II Property, as applicable.
 5. Grant of Recreational and Fitness Facilities Easement. The Association, by authority of its Members/Shareholders, hereby grants to Ingersoll Square II's and Veridian's residential tenants, guests, and invitees a perpetual, non-exclusive easement to use and enjoy the swimming pool, hot tub, sun deck, fitness room, party room, and any related common element that may be constructed in the future (collectively "Facilities") located on the Condominium Property. The Easement set forth in this Paragraph 5 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. Further, the Association may, in its sole and absolute discretion, temporarily or permanently relocate, reduce in size, limit accessibility and/or use, deny access to, 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 and/or Veridian shall have the option of keeping the Facilities open and operating at its/their 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.
 6. Grant of 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.
 7. 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-2". Except as otherwise set forth in 8(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 by the Parties whose Properties are served

by such utility line that was maintained or repaired. Each Party's share shall be equal to the total amount of the maintenance or repair costs multiplied by a fraction, the numerator of which is the total square footage of all buildings on such Party's Property and the denominator of which is the total square footage of all buildings on 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 served by such utility line that was maintained or repaired 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.

8. Maintenance of Easements/Facilities.

(a) Facilities. The Association at all times shall be responsible for operation, repair, maintenance or replacement of the Facilities, the decision for which shall be at the Association's sole and absolute discretion; provided, however, all costs and capital improvements associated therewith shall be shared pro-rata, the numerator of which is the number of residential units on the Veridian, Ingersoll II, and Association Properties, respectively, and the denominator of which is the total number of residential units in the Veridian, Ingersoll II, and Association Properties collectively. The Association's costs and capital improvements associated with the Facilities shall be reimbursed by Ingersoll Square II and Veridian to the Association monthly, commencing upon 50% occupancy of the Apartment Property building and upon 50% occupancy of the Veridian Property building, respectively. The Association's costs of managing the Facilities and the capital improvements for the Facilities shall be subject to review and testing by a CPA of Ingersoll Square II's and Veridian's choosing, at Ingersoll Square II's and Veridian's sole cost and expense. In the event Ingersoll Square II or Veridian 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, the defaulting owner's use of the Facilities shall be suspended in its entirety until such default is fully remedied.

(b) Access/Parking Easements. The Parties shall each be responsible for the maintenance and repair of all access and parking easement areas located within their respective properties. All access and parking 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. Notwithstanding the foregoing, Veridian and Ingersoll Land shall share responsibility for the maintenance and repair for that portion of Area G that runs north/south from Ingersoll Ave. Veridian's and Ingersoll Land's respective shares shall be equal to the total amount of the maintenance or repair costs multiplied by a fraction, the numerator of which is the total square footage of all buildings on such Party's Property and the denominator of which is the total square footage of all buildings on Veridian's and Ingersoll Land's Properties. In addition, Ingersoll Square II and the Association shall share responsibility for the maintenance and repair for that portion of Area E that runs across the Condominium Property. Veridian's and Ingersoll Land's respective shares shall be equal to the total amount of the maintenance or repair costs multiplied by a fraction, the numerator of which is the number of residential units on the Ingersoll II, and Condominium Properties, respectively, and the denominator of which is the total number of residential units in the Ingersoll II and Condominium Properties collectively.

(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, 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 any 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. Notwithstanding the foregoing, in the event failure to perform any repair or maintenance causes an emergency, or performance of such repair or maintenance causes an emergency, or performance of such repair or maintenance is necessary to prevent or relieve an emergency, thence the notice required to be given hereunder need only be such reasonable notice, if any, as is warranted by the nature of the specific conditions involved. If appropriate action is not timely taken by the Party failing to perform, the other Parties or any of them shall be entitled immediately to perform such repairs or maintenance.

9. Building Setback. A portion of the building located on the Apartment Property adjoins 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.

10. 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

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 equally 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.

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RDC
SRM

(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.

11. 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.

12. Staircase and Dumpster Enclosure. Prior to completing construction on the Veridian Property, the then owner of the Veridian Property shall construct a staircase, sidewalk, and dumpster enclosure on the Ingersoll Land Property as shown on Exhibit "C-1" and the Parties shall share in the cost of construction. Ingersoll Land, by authority of its Members, and Association, by authority of its Members/Shareholders, hereby grant to Veridian a temporary, non-exclusive easement for the construction of the staircase, sidewalk, and dumpster enclosure located on the Ingersoll Land Property and Condominium Property, which shall terminate upon completion of construction. Each

Party's share shall be equal to the total cost of the staircase, sidewalk, and dumpster enclosure divided by four (4). The Parties shall share equally the cost to maintain and repair the staircase and adjacent sidewalk. Ingersoll Land shall be solely responsible for the cost to maintain and repair the dumpster enclosure.

13. 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.
14. 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.
15. 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~~

P.O. Box 27061
West Des Moines, IA 50265

JP
RJC
SEM

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~~

P.O. Box 27061
West Des Moines, IA 50265

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RJC
SEM

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~~

P.O. Box 27061
West Des Moines, IA 50265

JP
RJC
SEM

If to City of Des Moines:

City of Des Moines, Iowa

If to City of Des Moines: City of Des Moines, Iowa
Legal Department
Attention: Roger Brown
400 Robert D. Ray Drive
Des Moines, Iowa 50309

16. 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.
17. 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. The term "Veridian" shall refer to any present or future owner or owners of legal or equitable title to all or any portion of the Veridian Property, and any mortgagee(s) of the Veridian Property, and their respective successors, assigns, lessees, invitees and licensees during any period of ownership. The term "Ingersoll Land" shall refer to any present or future owner or owners of legal or equitable title to all or any portion of the Ingersoll Land Property, and any mortgagee(s) of the Ingersoll Land Property, and their respective successors, assigns, lessees, invitees and licensees during any period of ownership.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. 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.
24. 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.
25. 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.
26. 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 and City have executed this Agreement as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

"ASSOCIATION"

INGERSOLL SQUARE CONDOMINIUM ASSOCIATION, INC.

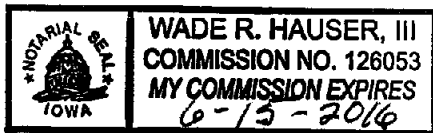
BY: *[Signature]*

ITS: *Manager / President*

STATE OF IOWA)
) ss.
COUNTY OF POLK)

This instrument was acknowledged before me on *January 20*, 2014, by *Robert J. Caluzzi*, as *Manager / President* of Ingersoll Square Condominium Association, Inc..

Waide R. Hauser III
Notary Public in and for the State of Iowa



"INGERSOLL SQUARE II"

INGERSOLL SQUARE II INVESTMENTS, L.L.C.

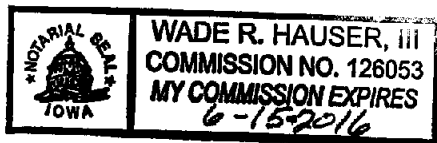
BY: *Robert J. Caluzzi*

ITS: *Manager / member*

STATE OF IOWA)
) ss.
COUNTY OF POLK)

This instrument was acknowledged before me on *January 20*, 2014, by *Robert J. Caluzzi*, as *Manager & Member* of Ingersoll Square II Investments, L.L.C.

Wade R. Hauser III
Notary Public in and for the State of Iowa



"VERIDIAN"

VERIDIAN CREDIT UNION

BY: William V. Kalanov

ITS: Commercial Lending Manager

STATE OF IOWA)
) ss.
COUNTY OF Polk)

This instrument was acknowledged before me on January 16, 2014, by William Kalanov, as Commercial Lending Manager of Veridian Credit Union

J. Ward
Notary Public in and for the State of Iowa



"INGERSOLL LAND"

INGERSOLL LAND CO., L.C.

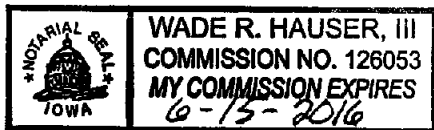
BY: *R J Caluzzi*

ITS: *Manager*

STATE OF IOWA)
COUNTY OF *Polk*) ss.

This instrument was acknowledged before me on *January 20*, 2014, by *Robert J. Caluzzi*, as *Manager* of Ingersoll Land Co., L.C..

Waide R. Hauser III
Notary Public in and for the State of Iowa



"CITY"

ACCEPTANCE BY CITY:

The preceding conveyance an interest in real estate is hereby accepted by the City of Des Moines, Iowa. This Acceptance is made by the City Manager under authority delegated to the City Manager by §2-201 of the Municipal Code of the City of Des Moines, Iowa.

Date: January 22, 2014

City of Des Moines, Iowa

By: Larry Hulse
Larry Hulse, Acting City Manager

FORM APPROVED:

Roger K. Brown
Roger K. Brown
Assistant City Attorney

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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-1"

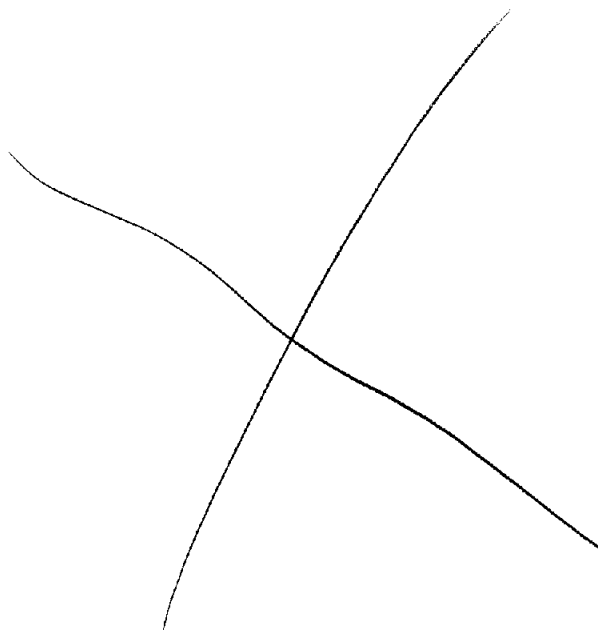
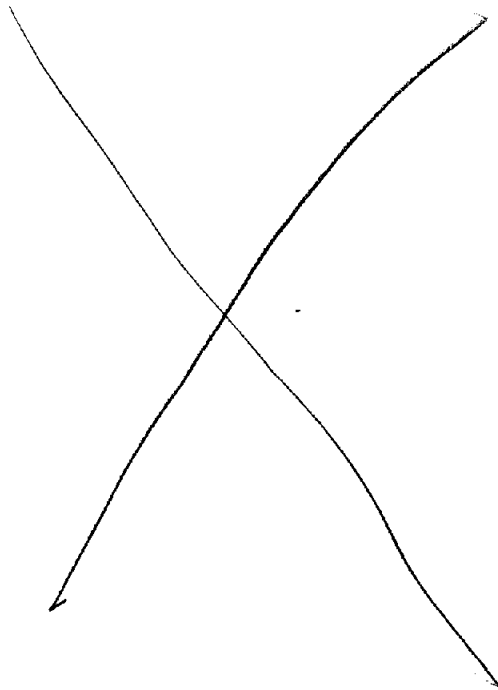


EXHIBIT "C-2"



EASEMENTS

WATERMAIN EASEMENTS

STORM SEWER EASEMENTS

SANITARY SEWER EASEMENTS

COOPER CRAWFORD
& ASSOCIATES, L.L.C.

ASSOCIATES, L.L.C.
CIVIL ENGINEERS

475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 274-1345

FAX: (515) 224-1345	DATE: 2-6-2013	JOB NUMBER
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JOB NUMBER 55

1274

EASEMENTS
INGERSOLL SQUARE II, LP

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