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Kind: EASEMENT
Recorded: 12/13/2017 at 09:30:08 AM
Fee Amt: \$32.00 Page 1 of 6
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2017-00048771

BK 16758 PG 120-125

RETURN TO: Prepared by: David L. Wetsch, 974 - 73rd Street, Suite 20, Des Moines, IA 50324
Return Address: David L. Wetsch, 974 - 73rd Street, Suite 20, Des Moines, IA 50324
Title of Document: Easement for Temporary Grading and Street Turn-Around
Grantor's Name: Sunrise Developing Company a/k/a Sunrise Developing Co., Inc.
Grantee's Name: Yellowbanks, L.L.C.
Legal Description: Attached.

EASEMENT FOR TEMPORARY GRADING AND STREET TURN-AROUND

SUNRISE DEVELOPING COMPANY a/k/a SUNRISE DEVELOPING CO., INC., an Iowa corporation (hereinafter referred to as the "Grantor") in consideration of One Dollar (\$1.00) and other good and valuable consideration, does hereby grant and convey unto **Yellowbanks, L.L.C.**, an Iowa limited liability company (hereinafter referred to as "Grantee"), a Temporary Easement for Grading and Street Turn-Around over and across the property described on Exhibit "A", attached hereto and incorporated herein by this reference. Said Easement Area shall be for the purpose of grading and constructing a Temporary Street Turn-Around and general grading and construction activity.

This Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any structure over or within the Easement Areas without obtaining the prior written approval of the Grantee.
2. PLANTINGS. The planting of trees and shrubs is prohibited within the Easement Areas.
3. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Areas without obtaining the prior written consent of the Grantee.
4. RIGHT OF ACCESS. The Grantee, its agents, contractors, employees and assigns shall have the right of access to the Easement Areas and have all rights of ingress and egress reasonably

necessary for the use and enjoyment of the Easement Areas as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Areas.

- 5. EASEMENT RUNS WITH LAND. The Easements described above shall be deemed to run with the land and shall remain in effect until such time as the property owned by Grantor is platted. In the interim, the Easements created under this instrument shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in these Easements by Title in Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 25 day of October, 2017.

SUNRISE DEVELOPING COMPANY
a/k/a SUNRISE DEVELOPING CO., INC.

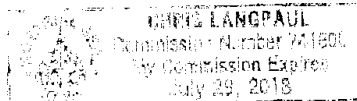
By Donna Thomas
Donna Thomas, President
or Vice-President

STATE OF IOWA)
)ss
COUNTY OF POLK)

This instrument was acknowledged before me on October 25, 2017, by Donna Thomas, as President of Sunrise Developing Company a/k/a Sunrise Developing Co., Inc.

Vice President
(cc)

Notary Signature
NOTARY PUBLIC - STATE OF IOWA



APPROVED AS TO FORM:

YELLOWBANKS, L.L.C.

By: *Karie Ramsey*
Karie Ramsey, Manager

STATE OF IOWA)
)ss
COUNTY OF POLK)

This record was acknowledged before me on the 31 day of Oct, 2017, by Karie Ramsey, to me personally known, who being by me duly sworn, did say that he is the Manager of the Limited Liability Company executing the within and foregoing instrument, that no seal has been procured by said Limited Liability Company; that said instrument was signed on behalf of the Limited Liability Company by authority of the Limited Liability Company; and that Karie Ramsey, as Manager, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Limited Liability Company, by it and by him voluntarily executed.

[Signature]
NOTARY PUBLIC - STATE OF IOWA

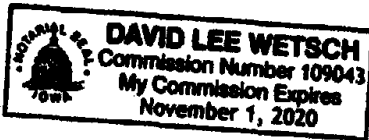


EXHIBIT C LEGAL.txt

LEGAL DESCRIPTION (TEMPORARY GRADING & TURN-AROUND EASEMENT):

*Part of Parcel F of the W 1/2
* Section 3-78-23, Pleasant Hill, Polk County, Ia DLW*

A PART OF PARCEL "2017-181", AS RECORDED IN BOOK 16677 PAGE 209-210 OF THE POLK COUNTY, IOWA, RECORDER'S OFFICE, PLEASANT HILL, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "2017-181"; THENCE S03°07'44"E ALONG THE EAST LINE OF SAID PARCEL "2017-181", A DISTANCE OF 90.00 FEET; THENCE S86°50'46"W, A DISTANCE OF 441.45 FEET TO A POINT; THENCE N60°59'14"W, A DISTANCE OF 174.44 FEET TO A POINT; THENCE S29°00'46"W, A DISTANCE OF 151.10 FEET TO A POINT; THENCE S24°45'31"E, A DISTANCE OF 377.10 FEET TO A POINT; THENCE S26°00'00"W, A DISTANCE OF 110.42 FEET TO A POINT; THENCE N89°30'00"W, A DISTANCE OF 615.21 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "2017-181"; THENCE N01°03'38"W ALONG THE WEST LINE OF SAID PARCEL "2017-181", A DISTANCE OF 80.16 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "2017-181", ALSO BEING THE SOUTHWEST CORNER OF PARCEL "2017-153" AS RECORDED IN BOOK 16620 PAGE 644-645 OF THE POLK COUNTY, IOWA RECORDERS OFFICE AND ALSO BEING THE SOUTHEAST CORNER OF PARCEL "E" OF SECTION 3&4, T78N,R23W OF THE 5TH P.M. POLK COUNTY, IOWA, AS RECORDED IN BOOK 15299 AND PAGE 349 OF THE POLK COUNTY, IOWA, RECORDER'S OFFICE; THENCE S85°55'02"E ALONG THE SOUTH LINE OF SAID PARCEL "2017-153" AND THE NORTH LINE OF SAID PARCEL "2017-181", A DISTANCE OF 207.46 FEET TO A POINT; THENCE N65°14'29"E ALONG THE SOUTH LINE OF SAID PARCEL "2017-153" AND THE NORTH LINE OF SAID PARCEL "2017-181, A DISTANCE OF 337.97 FEET TO A POINT; THENCE N24°45'31"W ALONG THE SOUTH LINE OF SAID PARCEL "2017-153" AND THE NORTH LINE OF SAID PARCEL "2017-181", A DISTANCE OF 132.25 FEET TO A POINT; THENCE ALONG THE SOUTH LINE OF SAID PARCEL "2017-153" AND THE NORTH LINE OF SAID PARCEL "2017-181" BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A LENGTH OF 253.39 FEET, AN INTERNAL ANGLE OF 53°46'17", A CHORD LENGTH OF 244.19 FEET, AND A CHORD BEARING OF N02° 07'37"E, TO A POINT; THENCE N29°00'46"E ALONG THE SOUTH LINE OF SAID PARCEL "2017-153" AND THE NORTH LINE OF SAID PARCEL "2017-181", A DISTANCE OF 104.51 FEET TO A POINT; THENCE ALONG THE SOUTH LINE OF SAID PARCEL "2017-153" AND THE NORTH LINE OF SAID PARCEL "2017-181" BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 8.00 FEET, A LENGTH OF 12.57 FEET, AN INTERNAL ANGLE OF 90°00'00", A CHORD LENGTH OF 11.31 FEET, AND A CHORD BEARING OF N74° 00'46"E, TO A POINT; THENCE S60°59'14"E ALONG THE SOUTH LINE OF SAID PARCEL "2017-153" AND THE NORTH LINE OF SAID PARCEL "2017-181", A DISTANCE OF 142.33' TO A POINT; THENCE ALONG SOUTH LINE OF SAID PARCEL "2017-153" AND THE NORTH LINE OF SAID PARCEL "2017-181" BEING CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A LENGTH OF 98.25 FEET, AN INTERNAL ANGLE OF 32°09'59", A CHORD LENGTH OF 96.96 FEET, AND A CHORD BEARING OF S77° 04'15"E, TO A POINT; THENCE N86°50'46"E ALONG THE SOUTH LINE OF SAID PARCEL "2017-153" AND THE NORTH LINE OF

EXHIBIT C LEGAL.txt

SAID PARCEL "2017-181",
A DISTANCE OF 421.43 FEET TO THE POINT OF BEGINNING, CONTAINING 4.086 ACRES MORE OR
LESS, SUBJECT TO
ANY EASEMENTS OR RESTRICTIONS OF RECORD.

