

5492  
 Doc. No. \_\_\_\_\_ Fee \$ 31 - Pd.  
 WOODBURY COUNTY, IOWA-Filed for Record  
 9:15 AM Mo. Sept Day 27 Yr. 19 99  
 PATRICK E. GILL, Auditor & Recorder  
 By \_\_\_\_\_ Deputy

Preparer Information ROSEMARY SHEEHAN, 614 PIERCE STREET, SIOUX CITY, (712) 277-4561  
 Individual's Name Street Address City Phone

**EASEMENT FOR INGRESS AND EGRESS  
 AND PARKING PURPOSES**

This agreement (hereinafter referred to as "Agreement") is made this 23<sup>rd</sup> day of September, 1999 by and between **Robin Investments, Inc.**, an Iowa corporation, (hereinafter referred to as "Grantor") whose address for purposes of this Agreement is 2201 East Fourth Street, Sioux City, Iowa 51101 and **James C. Johnson and Larry L. Book, Co-Trustees of the Fred and Martha Grandchild Trust dated December 30, 1992**, (hereinafter referred to as "Grantee") whose address for purposes of this Agreement is 1104 - 6th Street, Sioux City, Iowa 51101.

RECITALS:

The parties recite and declare as follows:

1. Grantor is the owner of certain real estate (hereinafter referred to as the "Servient Tenement") described on Exhibit "A" attached hereto and incorporated herein by this reference.
2. Grantee is the owner of certain real estate (hereinafter referred to as the "Dominant Tenement") described on Exhibit "B" attached hereto and incorporated herein by this reference.
3. Grantee desires to use the Servient Tenement for purposes of ingress and egress to its property and non-exclusive parking purposes.
4. Grantee desires to acquire, and Grantor agrees to grant, an easement over the Servient Tenement as set forth more particularly below.

In consideration of the above Recitals, the terms and covenants of this Agreement and One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee an easement for ingress and egress over, through and across the Servient Tenement and for non-exclusive parking on the Servient Tenement which shall benefit the Dominant Tenement.
2. Grantor's Responsibilities. The Grantor, notwithstanding this easement, shall be responsible for and perform all necessary maintenance on the property described on Exhibit "A" including but not limited to snow and ice removal and repair and

replacement of the area surfaced at the time of this grant of easement.

3. Indemnification and Insurance. Grantee, its successors and assigns, agree to protect, indemnify and save harmless Grantor, its successors and assigns, from and against any and all loss, costs, damages and expenses occasioned by, or arising out of any accident or occurrence causing or inflicting injury and/or to any person or property, happening or done in, upon or about the Servient Tenement, due, directly or indirectly, to the easement, its use or occupancy thereof, or any part thereof by Grantee or persons claiming through or under the Grantee. Grantee, its successors and assigns, covenant and agree at their own expense to maintain liability insurance on the Servient Tenement in a responsible company authorized to do business in Iowa in an amount not less than \$ \_\_\_\_\_ combined single limit with Grantor named as an additional insured.

4. Limitation of Grantee's Liability. The liability of the Grantee, in any event, shall be limited to the assets of the Trust.

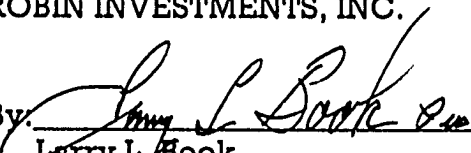
5. Binding Effect. This easement shall run with the Servient Tenement and Dominant Tenement and shall be binding on the Grantor's and Grantee's heirs, successors and assigns, tenants, subtenants or any person or entity that shall acquire title to the Grantor's or Grantee's real estate described herein.

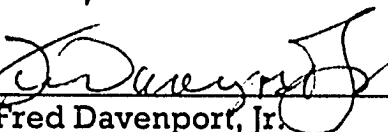
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties and any modification of this Agreement shall be binding only if evidenced in writing signed by each party.

Dated as above first written.

**GRANTOR**

ROBIN INVESTMENTS, INC.

By:   
Larry L. Book  
Its President

By:   
Fred Davenport, Jr.  
Its Vice President and Secretary

FRED AND MARTHA GRANDCHILD TRUST  
DATED DECEMBER 30, 1992

By: *[Signature]*  
James C. Johnson, Co-Trustee

By: *[Signature]*  
Larry L. Book, Co-Trustee

STATE OF IOWA, COUNTY OF WOODBURY, ss:

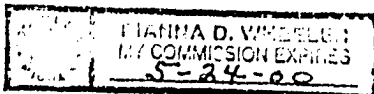
On this 23<sup>rd</sup> day of September, 1999, before me, a Notary Public, in and for said State, personally appeared Larry L. Book and Fred Davenport, Jr., to me personally known, who being by me duly sworn did say that they are the President and Vice President and Secretary of said corporation, that no seal has been procured by the said corporation and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Larry L. Book and Fred Davenport, Jr., acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.



*[Signature]*  
Notary Public - State of Iowa

STATE OF IOWA, COUNTY OF WOODBURY, ss

On this 23<sup>rd</sup> day of September, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Larry L. Book and James C. Johnson, Trustees of the Fred and Martha Grandchild Trust dated December 30, 1992, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they, as Co-Trustees of the above named Trust, executed the instrument as the voluntary act and deed of them and of the Trust.



*[Signature]*  
Notary Public - State of Iowa

**EXHIBIT "A"**

A tract of land being part of the West One-Half of the Northeast One-Quarter of the Southeast One-Quarter, and part of Government Lot 8, all being located in Section 1, Township 88 North, Range 48 West of the Fifth Principal Meridian, Woodbury County, Iowa, and being more particularly described as follows:

Commencing at the Northeast corner of the West One-Half of the Northeast One-Quarter of the Southeast One-Quarter of Section 1, Township 88 North, Range 48 West; thence North  $89^{\circ}59'59''$  West (Assumed Bearing), along the South Right-of-Way line of Glenn Avenue, a distance of 25.00 feet; thence South  $00^{\circ}41'52''$  West along a line parallel with and 25.00 feet West of the East line of the West One-Half of the Northeast One-Quarter of the Southeast One-Quarter of Section 1, being also the West Right-of-Way line of South Rustin Street, a distance of 888.10 feet; thence South  $89^{\circ}46'33''$  West a distance of 810.00 feet to the POINT OF BEGINNING; thence continuing South  $89^{\circ}46'33''$  West a distance of 172.65 feet to a point on the Easterly Right-of-Way line of U.S. Highway Number 75; thence along said Easterly Right-of-Way line of U.S. Highway Number 75, North  $03^{\circ}22'26''$  East a distance of 224.59 feet; thence South  $86^{\circ}37'34''$  East a distance of 160.00 feet; thence South  $00^{\circ}04'41''$  West a distance of 214.11 feet to the Point of Beginning.

EXHIBIT "B"

All that part of the West half (W 1/2) of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) and all that part of Government Lot eight (8) of section one (1), described as follows: Beginning at a point on the East line of the West half (W 1/2) of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4), eight hundred eighty-eight (888) feet South of the Northeast corner of said West half (W 1/2) of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4); thence South along said East line four hundred thirty (430) feet; thence with an angle to the right of eighty-nine (89) degrees eleven (11) minutes along the South line of said West half (W 1/2) of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) and along the south line of said Government Lot Eight (8) for ten hundred twenty-nine and six-tenths (1029.6) feet to a point on the East right-of-way line of Highway #75; said point being eighty-five (85) feet East of the centerline of said Highway as now located and established; thence with an angle to the right of ninety-three (93) degrees thirty (30) minutes along said right-of-way line (which is eighty-five (85) feet East of and parallel with the centerline of said Highway) for four hundred thirty and eight-tenths (430.8) feet; thence with an angle to the right of eighty-six (86) degrees thirty (30) minutes across said Government Lot eight (8) and across said West half (W 1/2) of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) for one thousand three and three-tenths (1003.3) feet to the point of beginning, excepting therefrom the East twenty-five (25) feet of that part of said West half (W 1/2) of the Northeast quarter (NE 1/4) of the Southeast quarter (SE 1/4) above described conveyed to the City of Sioux City, Iowa, for street purposes by deed filed August 6, 1962 and recorded in Book 1010, page 35 and excepting therefrom easements described in agreement for easements filed September 15, 1962 and recorded in Book 1018, page 54, all in Township eighty-eight (88), North, Range forty-eight (48), West of the Fifth Principal Meridian, in the County of Woodbury and State of Iowa.

## EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY

All that part of the West half (W 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and all that part of Government Lot Eight (8) of Section One (1), Township Eighty-eight (88), North Range Forty-eight (48) West of the Fifth Principal Meridian, in the County of Woodbury and State of Iowa, described as follows:

Beginning at a point on the East Line of the W 1/2 of the NE 1/4 of said SE 1/4 which is 888 feet South of the Northeast corner thereof; thence South along the East line for 430 feet; thence West along the South line of the W 1/2 of the NE 1/4 of the SE 1/4 and along the South line of said Government Lot 8 for a distance of 835.0 feet; thence North parallel to the said East line for a distance of 430 feet; thence East parallel to the said South line for a distance of 835.0 feet to the place of beginning.

Except the East 25 feet thereof as recorded in Book 1010, Page 35 for So. Rustin Street, subject to an easement over and across the North 30 feet thereof, together with the use of an easement 30 feet wide adjacent to the North line thereof. Easements are recorded in Book 1018, Page 54.

That part of Government Lot Nine (9), in Section One (1), Township Eighty-Eight (88) North, Range Forty-Eight (48) West of the 5th Principal Meridian, Woodbury County, Iowa, and more particularly described as follows: Beginning at the Northeast corner of said Lot 9; thence West along the North line of said Lot 9 for a distance of 349.6 feet to a point on the centerline of the old Sergeant Bluff Road; thence with an angle to the left of  $98^{\circ} 45'$  for a distance of 197.8 feet along said centerline; thence East 319.5 feet to a point on the east line of said Lot 9; said point being 195.5 feet south of the point of beginning; thence north along said east line for a distance of 195.5 feet to the point of beginning.