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PATRICK F GILL, AUDITOR AND RECORDER  
WOODBURY COUNTY IOWA *cm*

**AMENDED AND RESTATED  
EASEMENT FOR INGRESS AND EGRESS  
Recorder's Cover Sheet**

**Preparer Information:**

Cody M. McCullough, 614 Pierce Street, Sioux City, IA, 51101, Phone: (712) 277-4561

**Taxpayer Information:**

Not applicable

**Return Address:**

Cody M. McCullough  
614 Pierce Street  
Sioux City, IA 51101

**Grantor:**

I.L.L., Inc.

**Grantees:**

James C. Johnson and Larry L. Book, Co-Trustees of the Davenport Health and Education Trust  
dated September 20, 1993

**Legal Description:** See Page 2

**Document or instrument number if applicable:** Roll 443, Image 357

**AMENDED AND RESTATED  
EASEMENT FOR INGRESS AND EGRESS**

This Amended and Restated Easement for Ingress and Egress (hereinafter referred to as the "**Amended and Restated Easement**") is made effective this 19<sup>th</sup> day of February, 2009, by and between *I.L.L., Inc.*, an Iowa corporation, successor to 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 Davenport Health and Education Trust dated September 20, 1993* (hereinafter referred to as "**Grantee**") whose address for purposes of this Agreement is 520 Nebraska Street, Suite 233, Sioux City, Iowa, 51101.

**RECITALS:**

WHEREAS, Robin Investments, Inc., an Iowa corporation entered into an Easement For Ingress and Egress and Parking purposes with James C. Johnson and Larry L. Book, Co-Trustees of the Fred and Martha Grandchild Trust dated December 30, 1992 which was dated September 23, 1999 and filed for record in the Offices of the Woodbury County Auditor and Recorder in Roll 443, Image 357 (the "**Easement**");

WHEREAS, the parties hereto desire to amend and restate the Easement;

WHEREAS, Grantor is the owner of the real estate described on **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Easement Area**");

WHEREAS, Grantee is the owner of certain real estate described on **Exhibit "B"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Grantee's Real Estate**");

WHEREAS, Grantee desires to acquire, and Grantor agrees to grant, an easement over the Easement Area as set forth more particularly below; and

WHEREAS, the Grantee owned the Grantee's Real Estate at the time the Easement was entered into and Larry L. Book and James C. Johnson as Co-Trustees of the Fred and Martha Grandchild Trust dated December 30, 1992 execute the Disclaimer of Interest attached hereto as **Exhibit "C"** and incorporated herein by this reference for the purpose of disclaiming any right in the Easement Area or Grantee's Real Estate.

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. Amended and Restated Easement. This Amended and Restated Easement shall supersede and replace the Easement effective upon the effective date of this Amended and Restated Easement set forth above.

2. Grant of Easement. Grantor hereby grants to Grantee a perpetual and non-exclusive easement for vehicular ingress and egress over, through and across the Easement Area for the benefit of the Grantee's Real Estate on the terms and conditions set forth herein.

3. Grantor's Responsibilities. The Grantor shall be responsible for and perform all necessary maintenance for the Easement Area including but not limited to snow and ice removal and repair and replacement of the paving.

4. Grantee's Responsibilities.

A. Grantee shall be responsible to pay, within ten (10) days after receipt of an invoice from Grantor, a sum equal to twenty five percent (25%) of the cost of all paving repair and replacement reasonably necessary to keep the Easement Area in good condition and repair. Grantor shall give Grantee reasonable notice that it intends to undertake paving repair and replacement within the Easement Area.

B. Grantee shall not have the right to modify any part of the Easement Area and its rights hereunder are solely limited to the right to use the Easement Area for ingress and egress as set forth in Section 1.

C. Grantee shall promptly remove all debris, dirt, refuse, and other hazards created by Grantee's use of the Easement Area.

5. Unimpeded Access. The parties hereto covenant that at all times free access over the Easement Area shall not be impeded and will be maintained and at no time shall any parking be allowed in the Easement Area. No hedge, fence, wall or similar barrier will be constructed over the Easement Area by Grantor, except for curbing to assist with traffic control and except as may be necessary to prevent a public dedication of the Easement Area.

6. Indemnification and Insurance. Grantee agrees to protect, indemnify and save harmless Grantor 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 Easement Area, 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 covenants and agrees at its own expense to maintain liability insurance for its use of the Easement Area in a responsible company authorized to do business in Iowa in an amount not less than \$1,000,000 combined single limit with Grantor named as an additional insured.

7. Binding Effect. The easement rights and obligations granted herein shall run with Grantee's

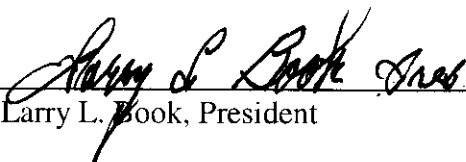
Real Estate and the Easement Area and shall be binding on and benefit the Grantor's and Grantee's heirs, successors and assigns, tenants, subtenants or any person or entity that shall acquire title to the Grantor's or Grantee's real estate described herein.

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

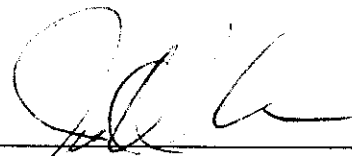
Dated as above first written.

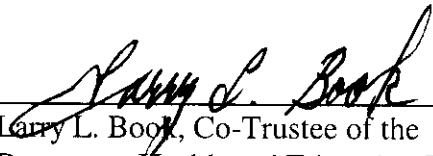
**GRANTOR:**

I.L.L., Inc.

By:   
Larry L. Book, President

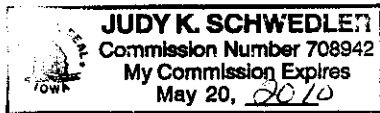
**GRANTEE:**

  
James C. Johnson, Co-Trustee of the  
Davenport Health and Education Trust  
Dated December 20, 1993

  
Larry L. Book, Co-Trustee of the  
Davenport Health and Education Trust  
Dated December 20, 1993

STATE OF IOWA, WOODBURY COUNTY, ss:

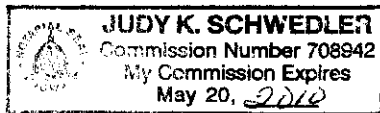
This instrument was acknowledged before me on the 19<sup>th</sup> day of February, 2009, by Larry L. Book as President of I.L.L., Inc.



Judy K. Schwedler  
Notary Public - State of Iowa

STATE OF IOWA, WOODBURY COUNTY, ss:

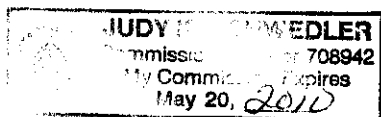
This instrument was acknowledged before me on this 19<sup>th</sup> day of February, 2009, by James C. Johnson, Co-Trustee of the Davenport Health and Education Trust dated September 20, 1993.



Judy K. Schwedler  
Notary Public - State of Iowa

STATE OF IOWA, WOODBURY COUNTY, ss:

This instrument was acknowledged before me on this 19<sup>th</sup> day of February, 2009, by Larry L. Book, Co-Trustee of the Davenport Health and Education Trust dated September 20, 1993.



Judy K. Schwedler  
Notary Public - State of Iowa

**Exhibit "A"**

**(Easement Area)**

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"**

**(Grantee's Real Estate)**

That part of Government Lot Nine (9), in Section One (1), Township Eighty-Eight (88) North, Range Forty-Eight (48) West of the 5<sup>th</sup> 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° 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.

AND

All that part of the West Half (W ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) 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 ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼), Eight Hundred Eighty-Eight (888) feet South of the Northeast corner of said West Half (W ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼); 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 ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) 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 ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) 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 ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) 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, EXCEPTING therefrom the following described property:

All that part of the West Half (W ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) 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 ½ of the NE ¼ of said SE ¼ 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 ½ of the NE ¼ of the SE ¼ 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.



Exhibit "C"

DISCLAIMER OF INTEREST

The undersigned mistakenly entered into the Easement For Ingress and Egress and Parking Purposes dated September 23, 1999 and filed for record on September 27, 1999 in Roll 443, Image 357 and hereby disclaims all right, title and interest in and to the property described on Exhibit "A" and Exhibit "B" attached to this Amended and Restated Easement for Ingress and Egress.

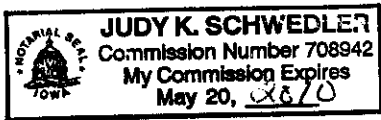
Dated this 19th day of February, 2009

*Larry L. Book*  
Larry L. Book, Co-Trustee of the Fred and Martha Grandchild Trust dated December 30, 1992

*James C. Johnson*  
James C. Johnson, Co-Trustee of the Fred and Martha Grandchild Trust dated December 30, 1992

STATE OF IOWA, WOODBURY COUNTY, ss:

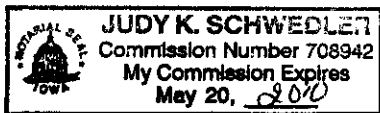
This instrument was acknowledged before me on the 19th day of February, 2009, by Larry L. Book, Co-Trustee of the Fred and Martha Grandchild Trust dated December 30, 1992.



*Judy K. Schwedler*  
Notary Public - State of Iowa

STATE OF IOWA, WOODBURY COUNTY, ss:

This instrument was acknowledged before me on the 19th day of February, 2009, by James C. Johnson, Co-Trustee of the Fred and Martha Grandchild Trust dated December 30, 1992.



*Judy K. Schwedler*  
Notary Public - State of Iowa