

MAR 23 2001

2:40 PM Fee \$ 81.00  
This PATRICK F. GILL, Auditor & Recorder  
By S. Mungley Designee

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

**SECOND AMENDMENT TO EASEMENT WITH COVENANTS AND  
RESTRICTIONS AFFECTING LAND ("ECR")**

THIS SECOND AMENDMENT TO EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("Second Amendment") is made and entered into this 8th day of August, 2000, by and between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware business trust, successor in interest to Wal-Mart Stores, Inc., a Delaware corporation by virtue of that certain assignment dated October 31, 1996, the successor in interest to Wal-Mart Properties, Inc., a Delaware corporation by merger effective January 31, 1991 ("Wal-Mart"), FRED DAVENPORT, JR., a single person, ("Davenport"), JAMES C. JOHNSON and LARRY L. BOOK as Co-Trustees of the FRED AND MARTHA GRANDCHILD TRUST dated December 30, 1992 ("Trust"), I.L.L., INC., an Iowa corporation, successor to Menard, Inc., a Wisconsin corporation ("I.L.L.") and EDGEBROOK LANE LIMITED PARTNERSHIP, f/k/a INLAND EDGEBROOK LANE LIMITED PARTNERSHIP, an Illinois Limited Partnership, and NORTH MEADOW APARTMENTS LIMITED PARTNERSHIP, an Illinois Limited Partnership, (collectively "LPs").

**RECITALS:**

**WHEREAS**, that certain Easements with Covenants and Restrictions Affecting Land ("ECR Agreement") was entered into on the 10th day of February, 1989, covering certain real property located in Sioux City, Woodbury County, Iowa, which document was duly recorded December 15, 1989 in Book 224, pages 1361-1377 inclusive in the office of the Woodbury County Recorder; and

**WHEREAS**, the First Amendment to said ECR Agreement was entered into on the 13th day of January, 1990, and recorded in Roll 226, Image 978; and

**WHEREAS**, Fred Davenport, Jr., now owns Outlot A described on Exhibit A hereto and Trust now owns Outlot B described on Exhibit B hereto; and

**WHEREAS**, the undersigned parties desire to amend the ECR Agreement to allow Davenport and the Trust to construct freestanding buildings on Outlots A and B or any part of Outlots A and B, or either of Outlots A and B, more fully described in the Plats of Survey attached hereto as Exhibits A and B and incorporated herein by reference (hereinafter the "Outlots") as well as to extinguish any ingress/egress easements or rights of way across Outlots A and B as now described and to establish replacement ingress/egress easements.

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**WHEREAS**, LPs are the current owners of the property described in Exhibit C, attached hereto and made a part hereof, and lease said property and improvements to Wal-Mart by virtue of that certain Lease dated June 27, 1990, and recorded on July 16, 1990 in Book 233, Page 90-93. LPs and Wal-Mart confirm their consent to this amendment by signing hereinbelow; and

**WHEREAS**, attached hereto marked Exhibit D is the legal description of additional property owned by Trust; and Exhibit E is the legal description of the property owned by I.L.L.

**NOW THEREFORE**, for and in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, the undersigned parties do hereby readopt and reaffirm the above referenced ECR Agreement and further adopt this Amendment to the aforementioned ECR Agreement. The parties, therefore, further agree as follows:

1. **Construction on Outlots.** Davenport and Trust may construct freestanding buildings on Outlots A and B (as described on Exhibit A and Exhibit B hereto) or any part of Outlots A and B, or either of Outlots A and B, subject to all applicable federal, state and local laws and the provisions of the ECR and the restrictions contained herein.

2. **Ingress-Egress.** The undersigned parties extinguish any and all ingress/egress easements and public right of ways affecting Outlots A and B as described on Exhibits A and B hereto. In lieu thereof, Tract 1, Tracts 3-A and 3-B, as shown on Exhibit F-1 and Exhibit F-2, shall provide the ingress/egress. The undersigned acknowledge and agree that Tract 1 has been dedicated to the City of Sioux City, Iowa as a public street and that Tracts 3-A and 3-B, have been dedicated to the City of Sioux City, Iowa as a non-exclusive ingress/egress easement.

3. **Easements.**

a. Davenport, I.L.L., and Trust grant to the undersigned parties, their agents, customers, invitees, licensees, tenants and employees, a non-exclusive easement over and through Tract 3-A and Tract 3-B, as shown on Exhibit F-2, for roadway and ingress/egress purposes ("Access Easements").

b. Davenport and Trust jointly and severally agree to construct the improvements to modify the entrance and will construct the nine (9) additional parking places on the Wal-Mart parcel prior to completion of the entrance modification, according to plans approved by all applicable government agencies and reasonably approved by Wal-Mart, as well as the modifications to the Wal-Mart parking lot at the westerly end of Tract 3-A according to plans approved by all applicable government agencies and reasonably approved by Wal-Mart within fourteen (14) days after receipt by Wal-Mart. In the event Wal-Mart fails to either object to or approve said plans within the aforesated period, the plans shall be deemed approved as submitted as more fully shown on Exhibit F-2 hereto.

c. **Maintenance.** I.L.L., Davenport and Trust, being the owners of the underlying fee simple title (collectively the "Owner") shall maintain the Access Easements until such time as said Access Easements are dedicated to and maintained by the public.

(1) **Standards.** The Owner shall maintain the Access Easements in good condition and repair. The maintenance is to include, without limitation, the following:

- (a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;
- (b) Promptly removing all papers, ice and snow, mud and sand, debris, broken glass, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- (c) Placing, and promptly repairing and replacing any necessary appropriate directional signs, markers and lines;
- (d) Operating, and promptly repairing and replacing, where necessary, such artificial lighting facilities as shall be reasonably required; and
- (e) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary to maintain such landscaping in a healthy and attractive manner consistent with a first class shopping center.

(2) **Expenses.** Except as otherwise specifically set forth herein, the respective owners of a parcel where the Access Easements are located shall pay the maintenance expense of their tracts.

d. **Unperformed Covenants.**

- (1) If any owner of any Access Easement (the "Defaulting Party") fails to perform any of the maintenance obligations (but not the construction obligations) on its part to be performed as set forth in this Section, any of the owners of any benefitting tract, (the "Curing Party") may (but shall not be required to) (i) if no emergency exists, perform the



b. **Size.** Any building to be constructed on either Outlot shall be in full compliance with all applicable zoning for the area rated, as well as all building codes, laws, regulations and ordinances and shall not exceed seven thousand eight hundred (7,800) square feet and shall not exceed twenty-eight feet (28') in height.

c. **Rooftop Equipment.** Any rooftop equipment shall be in full compliance with all applicable zoning laws, building codes, regulations and ordinances and shall be screened in a commercially reasonable manner.

d. **Rooftop Signs.** No rooftop sign shall be erected on any building constructed;

e. **Signs.** No freestanding identification sign may be erected on the Outlots which shall unreasonably affect the visibility of the Wal-Mart store. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be in full compliance with all applicable zoning and building laws, regulations and ordinances and shall be of a monument type, not to exceed eight feet (8') in height. Each Outlot may have one monument sign only, in all respects in compliance with all governmental requirements and shall not unreasonably affect the visibility of the Wal-Mart store.

f. **Parking Ratio.** In developing and using the Outlots, the owner(s) of the Outlots shall continuously provide and maintain a parking ratio on such Outlots(s) in full compliance with all applicable zoning and building laws, regulations or ordinances and equal to twelve (12) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use in excess of five thousand (5,000) square feet, (the same ratio shall be provided for a McDonald's Restaurant, notwithstanding a building footprint of less than five thousand (5,000) square feet; or ten (10) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use less than 5,000 square feet (subject to the exception above); or five (5) spaces for every one thousand (1,000) square feet of building space for any and all other uses. In addition, the owner of the Outlot(s) shall cause landscaping areas to be added and maintained in conjunction with any building or other improvement.

g. **Maintenance.** The Outlots shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.

h. **Use.** No Outlot shall be used as a cafeteria, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages which derives in excess of fifty percent (50%) of its income from the sale of alcoholic beverages without the written consent of the owner of the Wal-Mart property and Wal-Mart so long as Wal-Mart or any affiliate of Wal-Mart, is the user of the property described in Exhibit C attached hereto. The owners of the Outlots recognize that said businesses may inconvenience customers of Wal-Mart (or subsequent

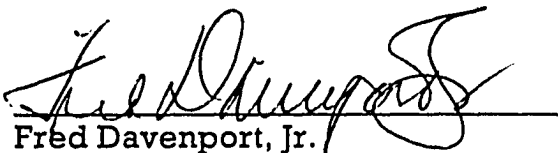
occupiers of the property) and adversely affect their business. In addition, the owners of the Outlots covenant that as long as Wal-Mart or any affiliate of Wal-Mart is the user of the property subject of this Agreement, either as owner or lessee, no space in or portion of the Outlots shall be leased, occupied by or conveyed to any other party for use as a discount store, drug store, pharmacy, gasoline station, or a grocery store. In the event of a breach of this covenant, Wal-Mart or any other benefitted party, whether owner or tenant, shall have the right, in its sole discretion, to seek injunctive relief to terminate such use and to terminate any or all of the easement(s) granted to the Outlots owners (but not the obligations imposed upon the said parties) in the ECR Agreement and to seek any and all remedies afforded by either law or equity.

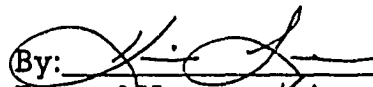
i. **Insurance.** The owner(s) of the Outlot(s) shall procure and maintain in full force and effect throughout the term of the ECR Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than (i) \$2,000,000.00 for each occurrence (ii) provide for full replacement value for the buildings and improvements covered thereunder and (iii) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to the property owner and Wal-Mart or other tenant. Each party shall provide the other party with certificates of such insurance from time to time to evidence that insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by the ECR Agreement.

5. **Ratification.** That in all respects, except as amended hereby, the original ECR Agreement dated February 10, 1989, as amended January 13, 1990, be and the same are hereby ratified, confirmed and approved as amended hereby. The terms of this Amendment shall be in addition to and not in lieu of, the original ECR Agreement, and shall not modify said Agreement, except that the terms hereof shall be controlling to the extent that they directly conflict with the ECR Agreement.

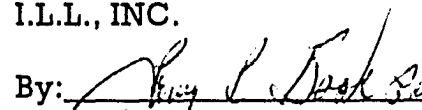
Executed by the undersigned parties this 8<sup>th</sup> day of August, 2000.

Wal-Mart Real Estate Business Trust

  
Fred Davenport, Jr.

By:   
Printed Name: Kim Paul  
Title: Asst. Vice President  
Trustee

I.L.L., INC.

By:   
Larry L. Book, President

James C. Johnson and Larry L. Book,  
Co-Trustees of the Fred and Martha  
Grandchild Trust dated  
December 30, 1992

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

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

Edgebrook Lane Limited Partnership  
f/k/a Inland Edgebrook Lane Limited  
Partnership

By: Patricia A. DelRosso, Senior VP  
Inland Real Estate Investment Corporation  
Its general partner  
PATRICIA A. DelRosso  
SENIOR, V. P.

ATTEST: [Signature]  
Catherine L. Lynch, Secretary

North Meadow Apartments Limited  
Partnership

By: Patricia A. DelRosso, Senior VP  
Inland Real Estate Investment Corporation, a Delaware corporation  
Its General Partner  
PATRICIA A. DelRosso  
SENIOR V. P.

ATTEST: [Signature]  
Catherine L. Lynch, Secretary

STATE OF IOWA, WOODBURY COUNTY, ss,

On this 17<sup>th</sup> day of July, 2000, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Fred Davenport, Jr. a single person, to me known to be the identical persons named in and who executed the within and foregoing instruments, and acknowledged that they executed the same as their voluntary act and deed.



Dianna D. Wheeler  
Notary Public in and for said State

STATE OF Arkansas, Benton COUNTY, ss:

On this 8th day of August, 2000, notary public in and for the State of Arkansas, personally appeared Kim Lane, to me personally known, who being by me duly sworn, did say that she is the Asst. Vice President of said corporation executing the within and foregoing instrument, as Trustee, that no seal has been procured by said corporation; that the said instrument was signed on behalf of said corporation by authority of its board of directors; and that the said Kim Lane as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by her voluntarily executed.

NOTARY SEAL  
Washington County, State of Arkansas  
My Commission Expires 10/30/2008

Laura D. Milligan  
Notary Public in and for said State

~~STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, ss:~~

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_ respectively of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its board of directors; and that the said \_\_\_\_\_ and \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.~~

~~Notary Public in and for said State~~

STATE OF IOWA, WOODBURY COUNTY, ss:

On this 17<sup>th</sup> day of July, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Larry L. Book, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its board of directors; and that the said Larry L. Book as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

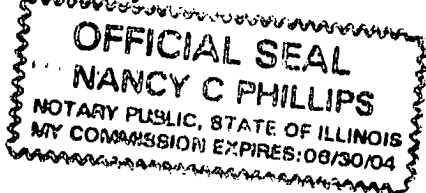
DIANNA D. WHEELER  
MY COMMISSION EXPIRES  
5-24-01

Dianna D. Wheeler  
Notary Public in and for said State



STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF DUPAGE )

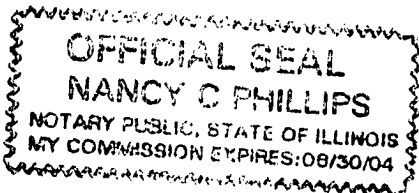
On this 2<sup>nd</sup> day of January, 2001, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Patricia A. DelRosso, to me personally known, who being by me duly sworn did say that the person is the Sr. Vice President of Inland Real Estate Investment Corporation, General Partner of Edgebrook Lane Limited Partnership, an Illinois limited partnership, executing the foregoing instrument, that the instrument was signed on behalf of the corporation as General Partner of Edgebrook Lane Limited Partnership, by authority of the corporation's Board of Directors and that Patricia A. DelRosso as that officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by the officer voluntarily executed.



Nancy C. Phillips  
 Notary Public in and for said State

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF DUPAGE )

On this 2<sup>nd</sup> day of January, 2001, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Patricia A. DelRosso, to me personally known, who being by me duly sworn did say that the person is the Sr. Vice President of Inland Real Estate Investment Corporation, General Partner of North Meadow Apartments Limited Partnership, an Illinois limited partnership, executing the foregoing instrument, that the instrument was signed on behalf of the corporation as General Partner of North Meadow Apartments Limited Partnership, by authority of the corporation's Board of Directors and that Patricia A. DelRosso as that officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by the officer voluntarily executed.



Nancy C. Phillips  
 Notary Public in and for said State

STATE OF IOWA, WOODBURY COUNTY, ss:

On this 17 day of July, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James C. Johnson and Larry L. Book, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that the persons, as the fiduciaries, executed the instrument as the voluntary act and deed of the persons and of the fiduciary.



Dianna D. Wheeler  
 Notary Public in and for said State





PARCEL I.

A tract of land being part of the Southwest Quarter of the Southwest Fractional Quarter of Section 31, Township 89 North, Range 46 West of the Fifth Principal Meridian, and also being part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 89 North, Range 47 West of the Fifth Principal Meridian, all located in Woodbury County, Iowa, and being more particularly described as follows: Commencing at the Southeast corner of the Southeast Quarter of Section 36, Township 89 North, Range 47 West, being also the Southwest corner of the Southwest Fractional Quarter of Section 31, Township 89 North, Range 46 West; thence North  $00^{\circ} 14' 30''$  West, along the East line of said Southeast Quarter of Section 36, being also the West line of said Southwest Fractional Quarter of Section 31, a distance of 136.01 feet to the point of beginning; said point being on the Northerly right-of-way line of State Route 12; thence along said Northerly right-of-way of State Route 12, the following bearings and distances: (1) North  $88^{\circ} 41' 58''$  West a distance of 290.11 feet, (2) North  $00^{\circ} 14' 30''$  West a distance of 85.89 feet, (3) North  $76^{\circ} 50' 20''$  West a distance of 82.52 feet, (4) South  $89^{\circ} 43' 23''$  West a distance of 44.56 feet; thence North  $02^{\circ} 32' 38''$  East a distance of 320.60 feet; thence North  $05^{\circ} 50' 48''$  East a distance of 272.89 feet; thence North  $89^{\circ} 55' 52''$  East a distance of 370.31 feet to a point on the East line of the Southeast Quarter of Section 36, said point being also on the West line of the Southwest Fractional Quarter of Section 31; thence continuing North  $89^{\circ} 55' 52''$  East a distance of 44.72 feet; thence North  $61^{\circ} 28' 23''$  East a distance of 115.42 feet; thence North  $89^{\circ} 55' 52''$  East a distance of 200.21 feet; thence South  $00^{\circ} 08' 25''$  East a distance of 120.00 feet; thence North  $89^{\circ} 55' 52''$  East a distance of 18.50 feet; thence South  $00^{\circ} 04' 08''$  East a distance of 646.93 feet to a point on the Northerly right-of-way line of State Route 12; thence along said Northerly right-of-way line of State Route 12, North  $88^{\circ} 41' 58''$  West a distance of 363.03 feet to the Point of Beginning. Together with non-exclusive easement rights set out in easements, covenants and restrictions set forth in "Easement with Covenants and Restrictions and Restrictions Affecting Land" (ECR Agreement) made by and between Wal-Mart Properties, Inc., Fred Davenport, Jr., Martha Davenport, and Dian Realty, filed for record on December 16, 1989, in Roll 224, Image 1361-1377, as amended by instrument recorded February 7, 1990, in Roll 226, Image 978-987.

PARCEL II.

An easement in favor of Wal-Mart Properties, Inc. for the use of motor vehicles making deliveries to or from the building presently located on the adjacent premises (Parcel I: as described above), over, upon and across the following described real estate: Commencing at the Southwest corner of the Southwest Fractional One-Quarter of Section 31, Township 89 North, Range 46 West; thence North  $00^{\circ} 14' 30''$  West (assumed bearing) along the West line of said Southwest Fractional One-Quarter of Section 31, a distance of 160.60 feet to a point on the Northerly right-of-way line of State Route No. 12; thence North  $89^{\circ} 05' 28''$  East along said Northerly right-of-way line of State Route No. 12 a distance of 364.30 feet; thence North  $00^{\circ} 04' 08''$  West a distance of 447.92 feet to the point of beginning; thence continuing North  $00^{\circ} 04' 08''$  West a distance of 135.00 feet; thence North  $89^{\circ} 55' 52''$  East a distance of 35.00 feet; thence South  $00^{\circ} 04' 08''$  East a distance of 135.00 feet; thence South  $89^{\circ} 55' 52''$  West a distance of 35.00 feet to the point of beginning; created by an instrument executed by Fred Davenport, Jr. and Martha Davenport, filed May 2, 1990, in Roll 229, Image 1665.

A tract of land being part of the Southwest One-Quarter of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West of the 5th Principal Meridian, Woodbury County, Iowa, with said part being also part of Tax Lots 6, 7, and 9, and being more particularly described as follows:

Commencing at the Southwest corner of the Southwest One-Quarter of the Southwest One-Quarter of Section 31; thence North  $00^{\circ}14'30''$  West, along the West line of the Southwest One-Quarter of Section 31, a distance of 136.01 feet to a point on the Northerly Right-of-Way line of State Highway No. 12 (Gordon Drive); thence South  $88^{\circ}41'58''$  East, along said Northerly Right-of-Way line of State Highway No. 12 (Gordon Drive), a distance of 363.03 feet; thence North  $00^{\circ}04'08''$  West a distance of 259.01 feet to the Point of Beginning; thence North  $00^{\circ}04'08''$  West a distance of 387.92 feet; thence South  $89^{\circ}55'52''$  West a distance of 18.50 feet; thence North  $00^{\circ}08'25''$  West a distance of 120.00 feet; thence North  $89^{\circ}55'52''$  East a distance of 432.60 feet; thence South  $00^{\circ}08'25''$  East a distance of 20.00 feet; thence South  $16^{\circ}56'43''$  East a distance of 99.53 feet; thence South  $00^{\circ}04'08''$  East a distance of 389.99 feet; thence South  $89^{\circ}55'52''$  West a distance of 207.02 feet; thence South  $00^{\circ}04'08''$  East a distance of 158.82 feet to a point on the Northerly Right-of-Way line of State Highway No. 12 (Gordon Drive); thence South  $78^{\circ}46'00''$  West, along said Northerly Right-of-Way line of State Highway No. 12 (Gordon Drive), a distance of 66.26 feet; thence North  $00^{\circ}04'08''$  West a distance of 168.97 feet; thence South  $89^{\circ}55'52''$  West a distance of 170.85 feet to the Point of Beginning---

## PARCEL I:

All that part of the Southwest Quarter of the Southwest fractional Quarter of Section 31, Township 89 North, Range 46 West of the 5<sup>th</sup> Principal Meridian, Woodbury County, Iowa, and more particularly described as follows: Commencing at the Southwest corner of said Southwest Quarter of the fractional Southwest Quarter; thence North 00°14'30" West along the West line of said Southwest Quarter of the fractional Southwest Quarter for 160.60 feet to a point on the northerly right-of-way of State Route 12; thence North 85°05'28" East along said northerly right of way for 364.30 feet; thence North 85°05'28" East for 68.47 feet; thence North 78°46'00" East for 233.00 feet; thence South 87°36'00" East for 47.00 feet; thence South 87°29'00" East for 159.26 feet to the point of beginning; thence North 00°04'08" West for 466.88 feet; thence South 89°55'52" West for 36.00 feet; thence North 16°56'43" West for 182.20 feet; thence North 00°08'25" West for 20.00 feet; thence North 00°08'25" West for 292.39 feet; thence South 89°57'59" East for 74.43 feet; thence North 41°36'57" East for 9.03 feet; thence North 78°14'52" East for 182.71 feet; thence North 89°55'52" East for 324.46 feet; thence South 00°04'08" East for 44.65 feet; thence South 00°04'08" East for 411.35 feet to a point on a 643.71 foot radius curve concave northwesterly; thence southwesterly along said curve for 174.25 feet, the chord bearing of said curve is South 18°32'41" West; and the chord distance is 173.72 feet; thence South 26°17'59" West for 290.42 feet to a point on a 267.00 foot radius curve concave northwesterly; thence southwesterly along said curve for 218.81 feet, the chord bearing of said curve is South 54°45'35" West and the chord distance is 212.74 feet to a point on the northerly right-of-way of State Route 12; thence North 87°29'00" West for 136.34 feet along said northerly right-of-way to the point of beginning, containing 466,416 square foot subject to restrictive covenants or easements of record if any.

## PARCEL II:

A tract of land being part of the Southwest One-Quarter of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West of the 5<sup>th</sup> Principal Meridian, Woodbury County, Iowa, and being more particularly described as follows:

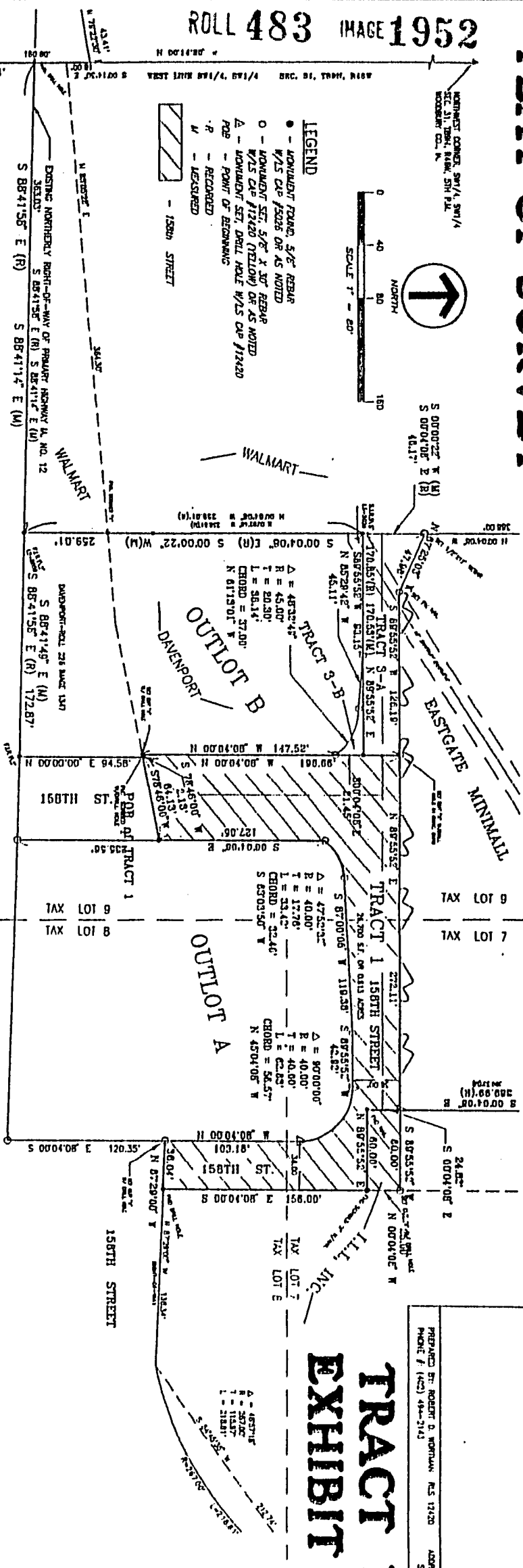
Commencing at the Southwest corner of the Southwest One-Quarter of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West; thence North 00°14'30" West, along the West line of the Southwest One-Quarter of Section 31, a distance of 136.01 feet to a point on the Northerly Right-of-Way line of State Highway No. 12 (Gordon Drive); thence South 88°41'58" East, along said Northerly Right-of-Way line of State Highway No. 12 (Gordon Drive), a distance of 535.90 feet; thence North 00°00'00" East, along the Westerly Right-of-Way line of State Highway No. 12 (Gordon Drive), a distance of 94.58 feet to a point on the Northerly Right-of-Way line of State Highway No. 12 (Gordon Drive) thence along said Northerly Right of way line of State Highway No. 12 (Gordon Drive) the following bearings and distances: (1) North 78°46'00" East a distance of 126.27 feet, (2) South 87°36'00" East a distance of 47.00 feet, and (3) South 87°29'00" East a distance of 159.26 feet; thence North 00°04'08" West a distance of 156.00 feet to the point of beginning; thence South 89°55'52" West a distance of 60.00 feet; thence North 00°04'08" West a distance of 389.99 feet; thence South 16°56'43" East a distance of 82.67 feet; thence North 89°55'52" East a distance of 36.00 feet; thence South 00°04'08" East a distance of 310.88 feet to the Point of Beginning, and containing 19,602 square feet or 0.4500 acres more or less.

PLAT OF SURVEY

PLAT OF SURVEY TO BE DEDICATED  
AS PART OF 158th STREET

RECORDED FOR RECORD

ROLL 483 IMAGE 1952



TRACT 1  
EXHIBIT F-1

PREPARED BY: ROBERT D. WORTMAN, PLS# 12420  
ADDRESS: 1020 WEST 21ST STREET, SUITE 100, ST. LOUIS, MO 63103  
PHONE: (417) 494-2143

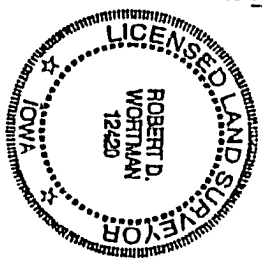
SURVEYOR NOTES

- 1) BEARINGS BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, T89N, R46W, 5TH P.M. AS BEING NORTH 00°14'30" WEST

CERTIFICATION

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Robert D. Wortman 5-18-2000  
ROBERT D. WORTMAN PLS# 12420 DATE  
LICENSE RENEWAL DATE: DEC. 31, 2001  
PAGES COVERED BY THIS SEAL: 1 of 1



REVISION 5/17/2000

LEGAL DESCRIPTION TRACT 1

A tract of land being part of the Southwest One-Quarter of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West of the 5th Principal Meridian to the City of Sioux City, Woodbury County, Iowa, with said part being also part of Tax Lots 1, 5, and 9, and being more particularly described as follows:

Commencing at the Southwest corner of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West, thence North 00 degrees 14 minutes 30 seconds West, along the West line of the Southwest One-Quarter of Section 31, a distance of 136.01 feet to a point on the Northern Right-of-Way line of Primary Highway No. 12 (Gordon Drive); thence South 88 degrees 41 minutes 58 seconds East along said Northern Right-of-Way line of Primary Highway No. 12 (Gordon Drive), a distance of 515.90 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 94.58 feet to the POINT OF BEGINNING; thence South 78 degrees 46 minutes 00 seconds West a distance of 2.13 feet; thence North 00 degrees 04 minutes 05 seconds West a distance of 195.66 feet; thence North 89 degrees 55 minutes 52 seconds East a distance of 272.11 feet; thence South 00 degrees 04 minutes 05 seconds East a distance of 515.90 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 94.58 feet to the beginning of a Curve connected to the Southwest corner of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West, a distance of 103.15 feet to the beginning of a Curve connected to the Southwest corner of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West, a distance of 42.97 feet; thence South 87 degrees 00 minutes 00 seconds West a distance of 118.38 feet to the beginning of a Curve connected to the Southwest corner of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West, a distance of 32.46 feet bearing South 83 degrees 03 minutes 50 seconds West; thence South 00 degrees 04 minutes 05 seconds East a distance of 127.05 feet; thence South 78 degrees 46 minutes 00 seconds West a distance of 84.13 feet to the Point of Beginning; and containing 26,700 square feet or 0.613 acres, more or less.

AND  
A tract of land being part of the Southwest One-Quarter of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West of the 5th Principal Meridian to the City of Sioux City, Woodbury County, Iowa, with said part being also part of Tax Lot 7, and more particularly described as follows:

Commencing at the Southwest corner of the Southwest One-Quarter of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West; thence North 00 degrees 14 minutes 30 seconds West, along the West line of the Southwest One-Quarter of Section 31, a distance of 136.01 feet to a point on the Northern Right-of-Way line of State Highway No. 12 (Gordon Drive); thence South 88 degrees 41 minutes 58 seconds East, along said Northern Right-of-Way line of State Highway No. 12 (Gordon Drive), a distance of 515.90 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 94.58 feet; thence North 78 degrees 46 minutes 00 seconds East a distance of 126.27 feet; thence South 87 degrees 35 minutes 00 seconds East a distance of 47.00 feet; thence South 87 degrees 25 minutes 00 seconds East a distance of 156.26 feet; thence North 00 degrees 04 minutes 05 seconds West a distance of 156.00 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 04 minutes 05 seconds West a distance of 24.82 feet; thence South 89 degrees 55 minutes 52 seconds West a distance of 60.00 feet; thence South 00 degrees 04 minutes 05 seconds East a distance of 24.82 feet; thence North 89 degrees 55 minutes 52 seconds East a distance of 60.00 feet to the Point of Beginning; and contains 1,489 square feet or 0.0342 acres, more or less.

DRAWN BY	RDW	DATED	4-10-2000
CHECKED BY	RDW	DRAWING #	EASTGATE\PLAT
JOB NO.	99-600.04	SHEET	1 OF 1

SATRANG ENGINEERING ASSOCIATION, INC.  
1212 1/2 N. 1ST ST. & 1ST AVE. S.E.  
NORTH SUITE CITY, IA 50706  
PH 402-494-2143  
FAX 402-494-0801

SEA



EASEMENT PLAT

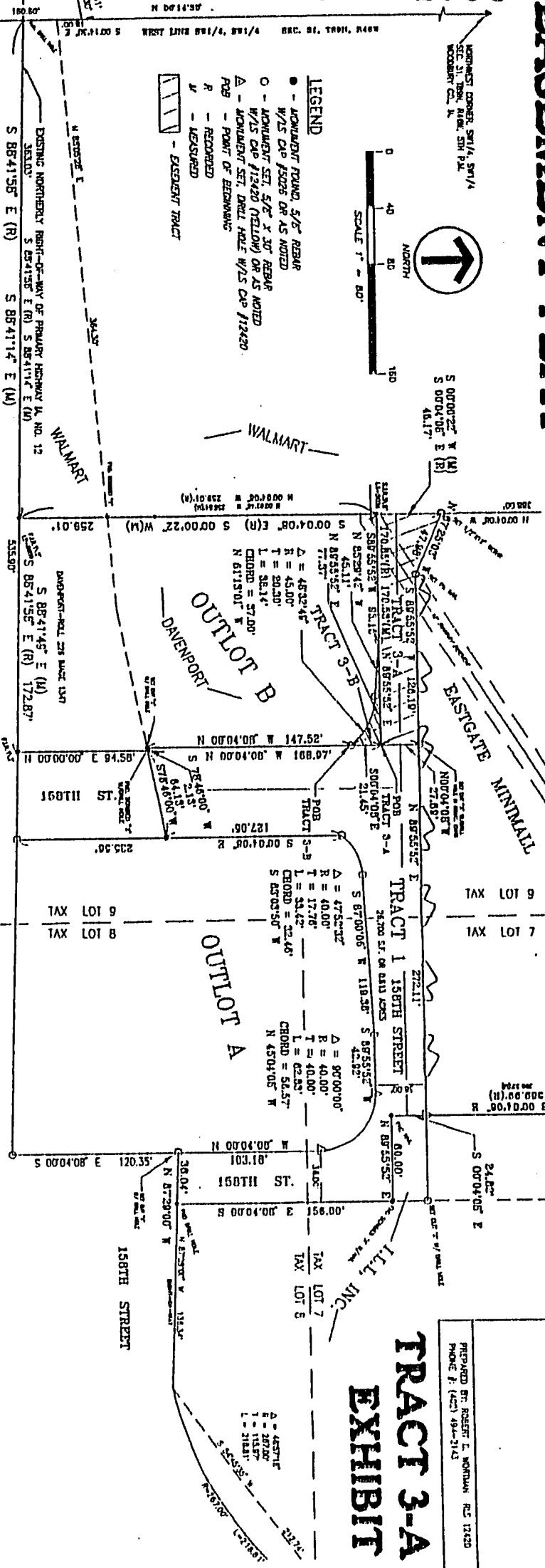
PLAT OF SURVEY OF EASEMENT TRACTS  
FOR TRUCK ACCESS TO WALMART

NORTHWEST CORNER, SW1/4, SW1/4  
SEC. 31, T89N, R46W, 5TH P.M.  
WOODBURY CO., IA.



LEGEND

- - MONUMENT FOUND, 5/8" REBAR
- - MONUMENT SET, 5/8" X 30" REBAR
- △ - MONUMENT SET, 5/8" X 30" REBAR
- ▽ - MONUMENT SET, 5/8" X 30" REBAR
- - POINT OF BEGINNING
- - RECORDED
- - UNRECORDED
- - EASEMENT TRACT



PREPARED BY: ROBERT L. WORTMAN, R.L. 12420  
PHONE: (515) 464-2142

ADDRESS: 1030 WEST 21ST STREET  
SOUTH DAKOTA CITY, NE 68776

TRACT 3-A and 3-B  
EXHIBIT F-2

5-17-2000

DRAWN BY	RDW	DATE	4-10-2000
CHECKED BY	RDW	DESCRIPTION	EASTGATE PLAT
NO. OF	99-600.04	SHEET	1 OF 1

SURVEYOR NOTES

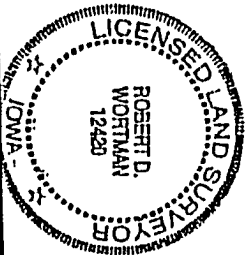
- BEARINGS BASED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, T89N, R46W, 5TH P.M. AS BEING NORTH 071.43° WEST

CERTIFICATION

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Robert D. Wortman 5-18-2000

ROBERT D. WORTMAN, PLS# 12420  
LICENSE RENEWAL DATE: DEC. 31, 2001  
PAGES COVERED BY THIS SEAL: 1 of 1



LEGAL DESCRIPTION OF EASEMENT TRACT 3-A

A tract of land being part of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West of the 5th Principal Meridian to the City of Sioux City, Woodbury County, Iowa, with said part being also part of Tax Lot 9, and being more particularly described as follows:

Commencing at the Southwest corner of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West; thence North 00 degrees 14 minutes 30 seconds West along the West line of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West, a distance of 136.01 feet to a point on the Northern Right-of-Way line of Primary Highway 14, No. 12 (Gordon Drive); thence South 88 degrees 41 minutes 58 seconds East along said Northern Right-of-Way line of Primary Highway 14, No. 12 (Gordon Drive) a distance of 535.90 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 94.55 feet; thence South 78 degrees 46 minutes 00 seconds West a distance of 2.13 feet; thence North 00 degrees 04 minutes 08 seconds West a distance of 188.97 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 04 minutes 08 seconds West a distance of 27.69 feet; thence South 89 degrees 55 minutes 52 seconds West a distance of 47.98 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 46.17 feet; thence North 89 degrees 55 minutes 52 seconds East a distance of 170.85 feet (170.53 Feet Measured) to the Point of Beginning; and containing 5147 square feet or 0.118 acres, more or less.

LEGAL DESCRIPTION OF EASEMENT TRACT 3-B

A tract of land being part of the Southwest One-Quarter of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West of the 5th Principal Meridian to the City of Sioux City, Woodbury County, Iowa, with said part being also part of Tax Lot 9, and being more particularly described as follows:

Commencing at the Southwest corner of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West; thence North 00 degrees 14 minutes 30 seconds West, along the West line of the Southwest One-Quarter of Section 31, Township 89 North, Range 46 West, a distance of 136.01 feet to a point on the Northern Right-of-Way line of Primary Highway 14, No. 12 (Gordon Drive); thence South 88 degrees 41 minutes 58 seconds East, along said Northern Right-of-Way line of Primary Highway 14, No. 12 (Gordon Drive) a distance of 535.90 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 94.55 feet; thence South 78 degrees 46 minutes 00 seconds West a distance of 2.13 feet; thence North 00 degrees 04 minutes 08 seconds West a distance of 188.97 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 04 minutes 08 seconds West a distance of 27.69 feet; thence South 89 degrees 55 minutes 52 seconds West a distance of 47.98 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 46.17 feet; thence North 89 degrees 55 minutes 52 seconds East a distance of 170.85 feet (170.53 Feet Measured) to the Point of Beginning; and containing 386 square feet or 0.009 acres, more or less.

SATIRANG ENGINEERING ASSOCIATION, INC.  
1001 W. 21st St.  
Sioux City, IA 50201  
PH 402-414-2142  
FAX 402-414-0001

SEA