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Fee Amt: \$22.00 Page 1 of 4  
Revenue Tax: \$0.00  
Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2012-00019740  
BK 13973 PG 943-946

Stacey C. Rogers AT0010765

Preparer Information: Stacey C. Rogers, 210 N.E. Delaware Avenue, Suite 200, Ankeny, Iowa 50021; (515) 964-8777

RETURN TO:

After Filing Return To: Stacey C. Rogers, 210 N.E. Delaware Avenue, Suite 200, Ankeny, Iowa 50021

**AMENDED AND RESTATED ACCESS AND USE EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that this AMENDED AND RESTATED ACCESS AND USE EASEMENT is intended to fully amend and restate the Clubhouse Access and Cross Use Easement dated August 1, 2011 and recorded on August 11, 2011 at Book 13937, Page 796-799 of the Records of Polk County, Iowa; and

FURTHER, that the undersigned property owner (the "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto MEADOW VISTA PARKSIDE, LLC, an Iowa limited liability company (the "Grantee"), a perpetual easement for access to and use of the Clubhouse and adjacent parking located on the following described real estate ("Easement Area"):

LOT 60 MEADOW VISTA SOUTH, AN OFFICIAL  
PLAT, NOW INCLUDED IN AND FORMING A PART  
OF THE CITY OF ALTOONA, POLK COUNTY,  
IOWA

for the limited purposes set forth below and subject to the following terms and conditions:

1. CLUBHOUSE ACCESS AND USE. Residents under an existing lease with Grantee, and employees, agents and business invitees of Grantee are hereby granted access to the Easement Area and nearby parking for the purposes of:
  - a) showing, leasing, and conducting normal maintenance and property management services to the residents of Grantee;
  - b) inquiring about available rental units located on the property owned by Grantee;

- c) conducting regular business with an agent of Grantee, including the payment of rent, requesting maintenance on a unit, and responding to requests from an agent of Grantee;
  - d) with prior approval of Grantor as to date, time and number of attendees, conducting meetings, seminars or classes for the benefit of the current residents of Grantee in accordance with requirements of the Iowa Housing Finance Agency, or its successor, or any other regulatory agency with jurisdiction over Grantee; and **[Karen – yes, this is an agency requirement for the residents of Parkside – Home Ownership Counseling.]**
  - e) with the prior consent of Grantor, other access and uses of a type normally related to the operation, management and maintenance of a Low Income Housing Tax Credit (LIHTC) property.
  - f) Notwithstanding the foregoing, no easement or right of use is hereby granted to Grantee, employees, agents or business invitees of Grantee to utilize any other portion of the easement area or Grantor's property other than the Clubhouse for any purpose.
2. **ADDITIONAL USE CONDITION.** Use of the easement shall also be conditioned upon first obtaining the permission of the Owner of Meadow Vista Senior Villas, LLC, its successor or assign, such permission not to be reasonably withheld.
3. **INGRESS AND EGRESS.** Ingress and egress to and from the Clubhouse located on the Easement Area, shall be by public or private streets and sidewalks as they currently exist or may hereafter be constructed. This Easement shall extend to allow for parking but not for other ancillary uses.
4. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
5. **EASEMENT SUBJECT TO MODIFICATION.** This Easement may be modified by the parties from time to time by written agreement only and effective when filed with the Office of the Polk County Recorder, Polk County, Iowa.

Grantor does **HEREBY COVENANT** with Grantee that (i) Grantor holds the real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to **WARRANT AND DEFEND** the Easement Area against the claims of all persons whomsoever.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

*SIGNATURES TO APPEAR ON FOLLOWING PAGES*

SIGNATURE PAGE TO AMENDED AND RESTATED ACCESS AND USE EASEMENT

Executed this 15<sup>th</sup> day of September, 2011.

GRANTOR:

*TMP* MEADOW VISTA SENIOR VILLAS, LLC  
an Iowa limited liability company  
By: MV Meadow Vista Senior Villas LLC  
an Ohio limited liability company  
Its: Managing Member  
By: Miller-Valentine Apartments III LLC  
an Ohio limited liability company  
Its: Sole Member

By: *[Signature]*  
Name: Jack H. Goodwin  
Its: Authorized Signer

*[Signature]*  
By: *[Signature]*  
Name: David R. Liette  
Its: Authorized Signer

STATE OF OHIO )  
 ) ss:  
COUNTY OF WARREN )

On this 15th day of September, a Notary Public in and for the said State, personally appeared Jack H. Goodwin and David R. Liette, known to me personally, who being duly cautioned and sworn did say that they are Authorized Signers for Miller-Valentine Apartments III LLC, an Ohio limited liability company, the Sole Member of MV Meadow Vista Senior Villas LLC., an Ohio limited liability company, the Managing Member of MEADOW VISTA SENIOR VILLAS, LLC, an Iowa limited liability company, and that this instrument was signed on behalf of the said limited liability companies by authority of their respective members and managers and the said Authorized Signers acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it and by them voluntarily executed.



MARILEE F. BROWN, Notary Public  
In and for the State of Ohio  
My Commission Expires 12/12/15

*[Signature]*  
Notary Public in and for said State

