



TO OFFICE: Contracts

ATTENTION Cesar Cintron
Districts 1, 2, 3

FROM: Matt Sharp

OFFICE: Property Management

SUBJECT: **PARCEL INSPECTION
REMOVAL OF IMPROVEMENTS**

DATE: 6/3/2026

COUNTY: Woodbury

ROW PHASE NO: NHSN-012-1(39)—2R-97

CONST. PHASE NO: NHSX-012-1(048)—3H-97

PARCEL NO: 37

POSSESSION DATE: 6/3/2026

FORMER OWNER: Rodney J. and Diane M. Gaskell, husband and wife

ADDRESS: 2609 Gordon Drive, Sioux City, Iowa 51106

The above referenced property was inspected to determine the feasibility to demolish, sell, or rent such property. The inspection also addressed pest or rodent control, property maintenance requirements, and hazardous waste concerns. A pest and rodent inspection was completed on this date.

ITEM (approx. size)	FOUNDATION	PREVIOUS USE	DEMOLISH, SELL, RENT
Office Building (2,160 sq. ft.)	Concrete	Building	Demolish
Parking Lot (6,100 sq. ft.)	Asphalt	Parking Lot	Demolish
Sign (4’ wide x 8’ tall)	Wood	Sign	Demolish
North Sidewalk	Concrete	Sidewalk	Demolish
East Sidewalk	Concrete	Sidewalk	Demolish
West Sidewalk	Concrete	Sidewalk	Demolish

Approximate location of parcel

See address above - 2609 Gordon Drive, Sioux City, Iowa 51106.

Comments

Water has been turned off and the meter has been pulled. (City of Sioux City) Water Dept.- Frank Post (712)-898-0895.
Electric and gas have been turned off and will be prepped for demolition by MidAmerican Energy.
Sioux City Requirements:
1. The contractor needs to have a Master Plumbers License in the state of Iowa or be a city-licensed utility contractor
2. Utility Disconnect Permit fees are \$175 .00 for each sewer, water, and storm
3. ROW permits are required through engineering for traffic impacts
4. Water service is disconnected at the corporation stop.
5. Sanitary sewer is disconnected within 5 ft of the property line
6. Storm sewer disconnects at the point of connection
7. An inspection from City Utilities is required before a demo permit is issued.
Leave the public sidewalk on the south side of the property and remove all the rest of the pavement on the property. There is no defined sidewalk on the north side of the property.
Backfill, grade and seed the lot once demolition is complete.

Location of well (if known) ☒N/A

City Utilities

Location of septic system (if known) ☒N/A

City Sewer, Will need capped at demolition

Utilities have been notified. Yes ☒ No ☐ N/A ☐

There may be miscellaneous junk, debris, concrete and/or fencing located on this parcel.

Extermination of pest or rodent required? Yes ☐ No ☒

Buildings to be boarded or secured? Yes ☒ No ☐

Tanks were secure upon possession? Yes ☐ No ☐ N/A ☒

By copy of this memo we are also requesting an asbestos inspection.

MDS

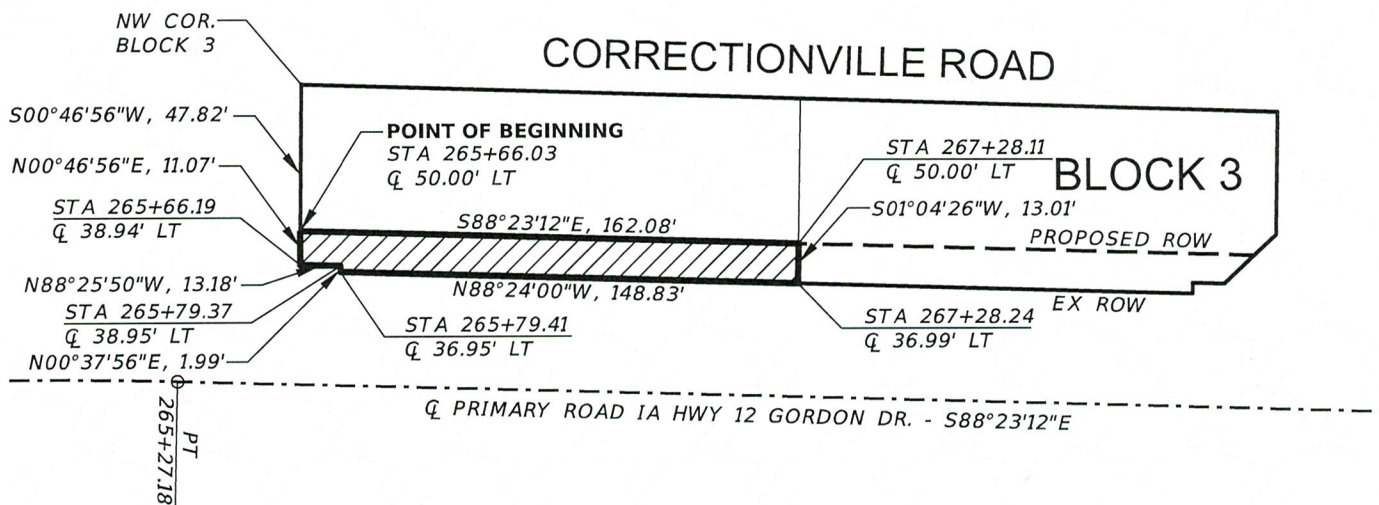
- cc: Don Johnson, Location and Environment Bureau
Eric Wright, Right of Way Design.
Brennan Dolan, Location and Environment Bureau
Jessica Felix, District 3 Engineer
Shane Tymkowicz, Assistant District 3 Engineer
Jason Klemme, District 3 Construction Engineer
Mat Gogerty, Property Manager
John Newell, Property Manager
Stacy Ryan, Contracts Bureau
Mustafa Qaisi, Contracts Bureau
Parcel File



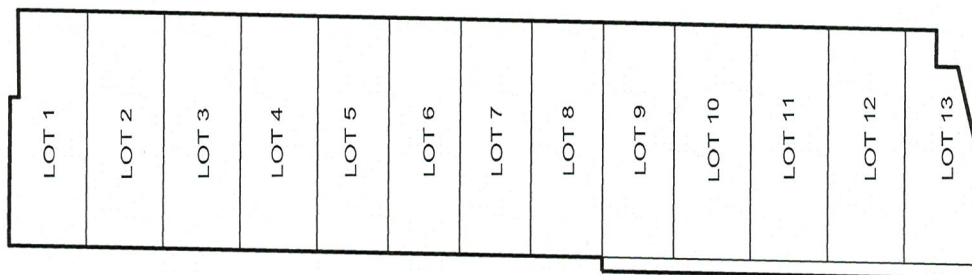
IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A" PLAT 1 OF 2

IOWA | DOT

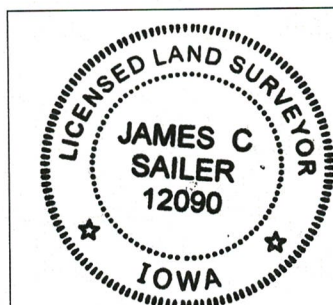
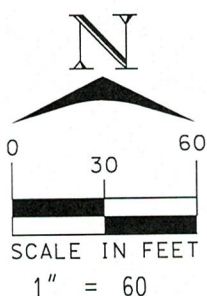
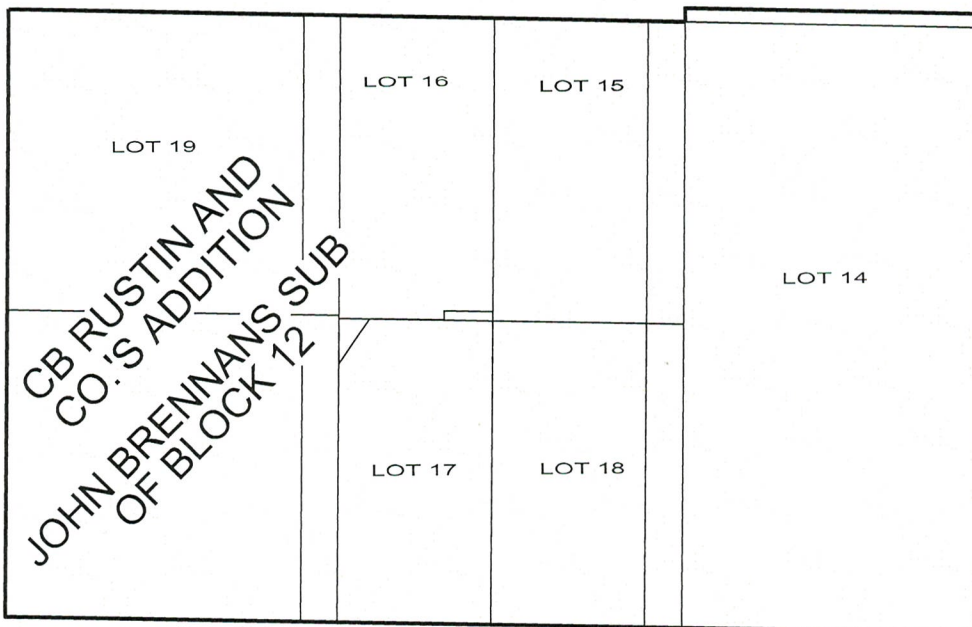
COUNTY WOODBURY STATE CONTROL NO. _____
PROJECT NO. NHSN-012-1(39)--2R-97 PARCEL NO. 37
SECTION 34 TOWNSHIP 89 NORTH RANGE 47 WEST
ROW - FEE 2.086 SQ FT EASE _____ QUIT CLAIM _____
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE _____
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE ROAD _____ SIDE _____
ACQUIRED FROM _____



LINN STREET



S. FAIRMOUNT STREET



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 Professional Land Surveyor under the laws of the State of Iowa.

James C. Sailer 3/26/25
James C. Sailer License No. 12090 Date

My license renewal date is December 31, 2026.

Pages or sheets covered by this seal: THIS SHEET ONLY.

DATE DRAWN KCB 03/13/2025

PWMain\Documents\Projects\9701201019\DistrictROW\Parcels\Parcel37\

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in part of Block 3 of CB Rustin and CO.'s Addition to the City of Sioux City, Woodbury County, Iowa, as shown on the Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof and more particularly described as follows:

Commencing at the Northwest Corner of Block 3; thence South 00°46'56" West, 47.82 feet along the West line of Block 3 to the Point of Beginning; thence South 88°23'12" East, 162.08 feet; thence South 01°04'26" West, 13.01 feet to the Existing North Right of Way line of Primary Road IA12/Gordon Drive and South line of Block 3; thence North 88°24'00" West, 148.83 feet along said North and South lines; thence North 00°37'56" East, 1.99 feet along said North line; thence North 88°25'50" West, 13.18 feet along said North line to the West line of Block 3; thence North 00°46'56" East, 11.07 feet along said West line to the Point of Beginning, containing 2,086 sq ft.



IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A" PLAT 2 OF 2

IOWA DOT

COUNTY WOODBURY STATE CONTROL NO. _____
PROJECT NO. NHSN-012-1(39)--2R-97 PARCEL NO. 37
SECTION 34 TOWNSHIP 89 NORTH RANGE 47 WEST
ROW - FEE 7,733 SQ FT* EASE _____ QUIT CLAIM _____
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE _____
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE ROAD _____ SIDE _____
ACQUIRED FROM _____

*ACQUIRED IN THE NAME OF THE CITY OF SIOUX CITY

NW COR. BLOCK 3
POINT OF BEGINNING
STA 265+65.34
Q 97.82' LT

S00°46'56"W, 47.82'

STA 265+66.03
Q 50.00' LT

STA 267+27.67
Q 97.53' LT

N88°17'05"W, 162.33'

CORRECTIONVILLE ROAD

N01°04'26"E, 47.53'

STA 267+28.11
Q 50.00' LT

BLOCK 3

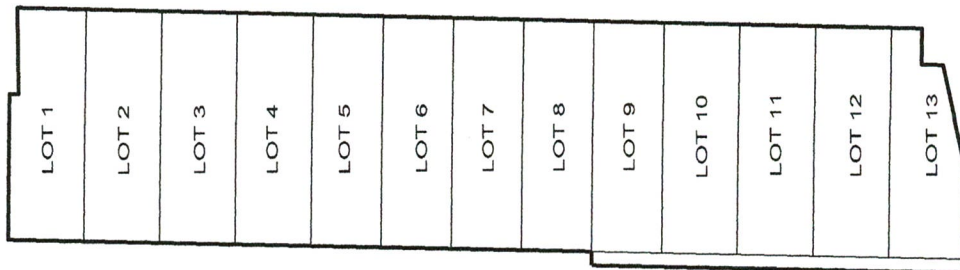
PROPOSED ROW

EX ROW

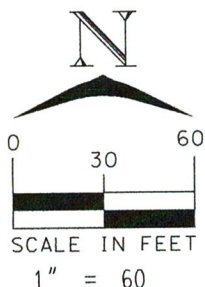
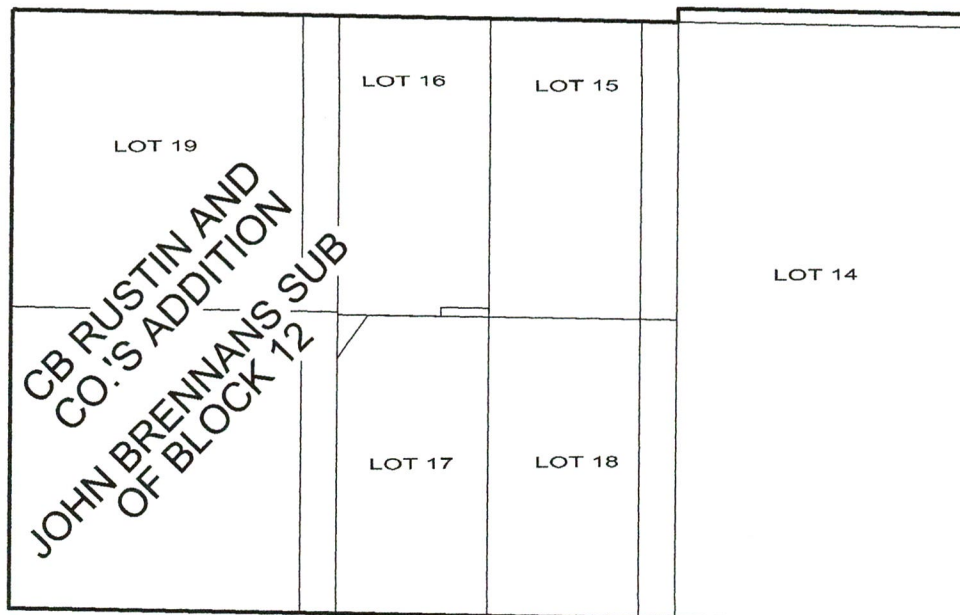
Q PRIMARY ROAD IA HWY 12 GORDON DR. - S88°23'12"E

PT
265+27.18

LINN STREET



S. FAIRMOUNT STREET



DATE DRAWN KCB 03/13/2025

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 Professional Land Surveyor under the laws of the State of Iowa.

James C. Sailer
James C. Sailer License No. 12090

3/26/25
Date

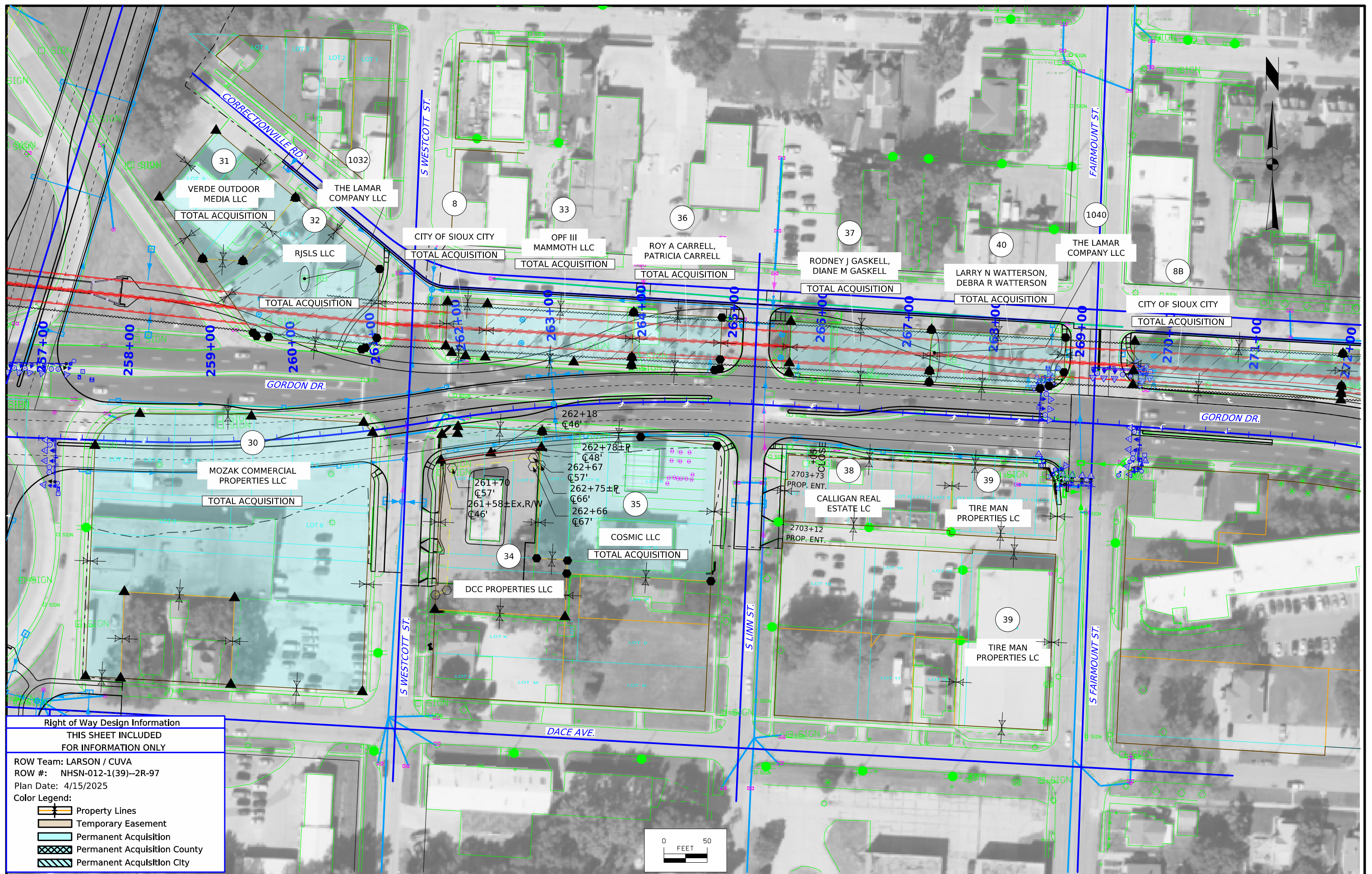
My license renewal date is December 31, 2026.

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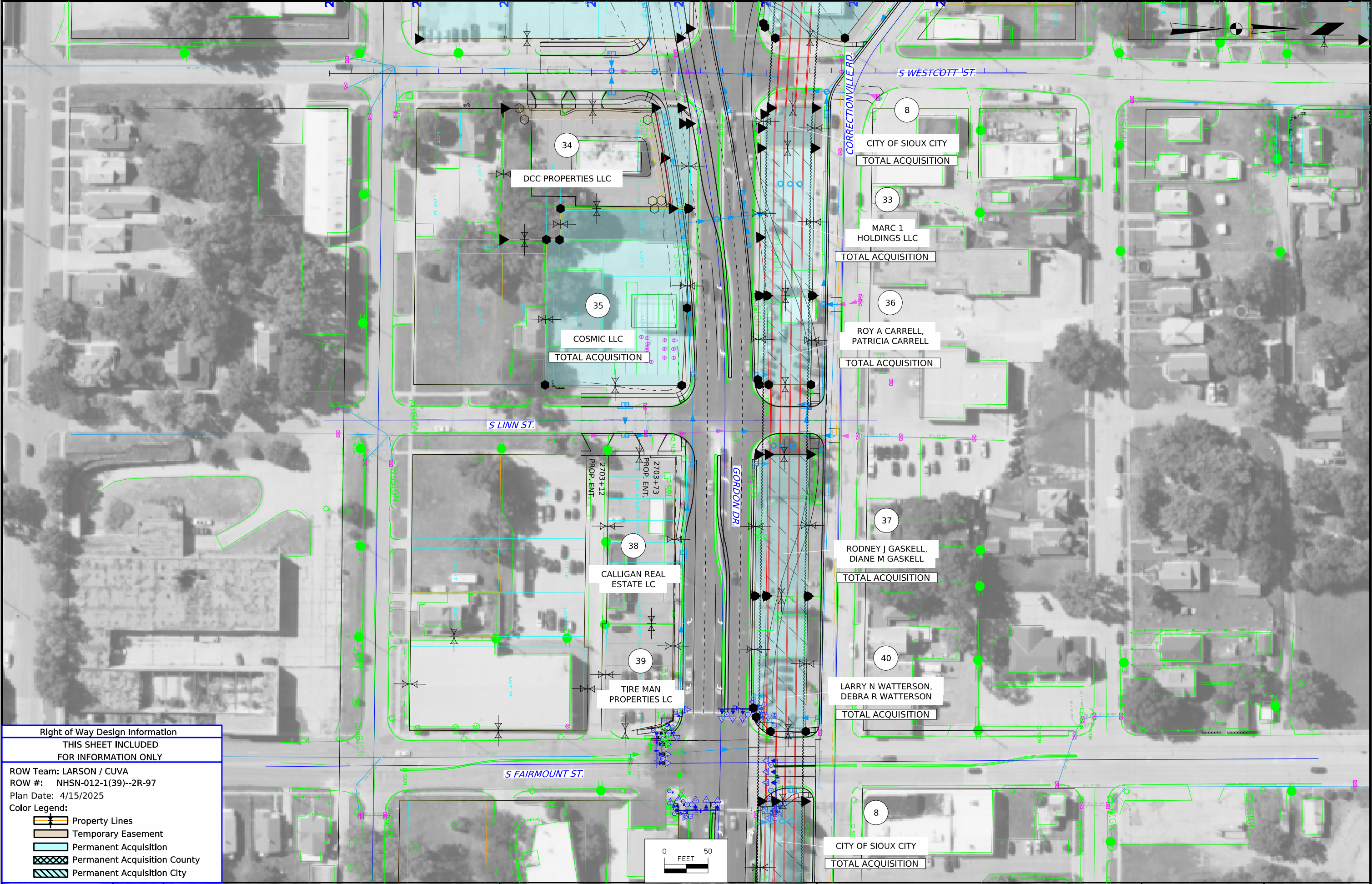
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Beginning at the Northwest Corner of Block 3; thence South $00^{\circ}46'56''$ West, 47.82 feet along the West line of Block 3; thence South $88^{\circ}23'12''$ East, 162.08 feet; thence North $01^{\circ}04'26''$ East, 47.53 feet to the North line of Block 3; thence North $88^{\circ}17'05''$ West, 162.33 feet along said North line to the Point of Beginning, containing 7,733 sq ft.



FILE NO.	ENGLISH	DESIGN TEAM Iowa DOT\HDR	WOODBURY COUNTY	PROJECT NUMBER NHSN-012-1(37)--19-97	SHEET NUMBER H.5	
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Right of Way Design Information

THIS SHEET INCLUDED
FOR INFORMATION ONLY

ROW Team: LARSON / CUVA
ROW #: NHSN-012-1(39)--2R-97
Plan Date: 4/15/2025
Color Legend:

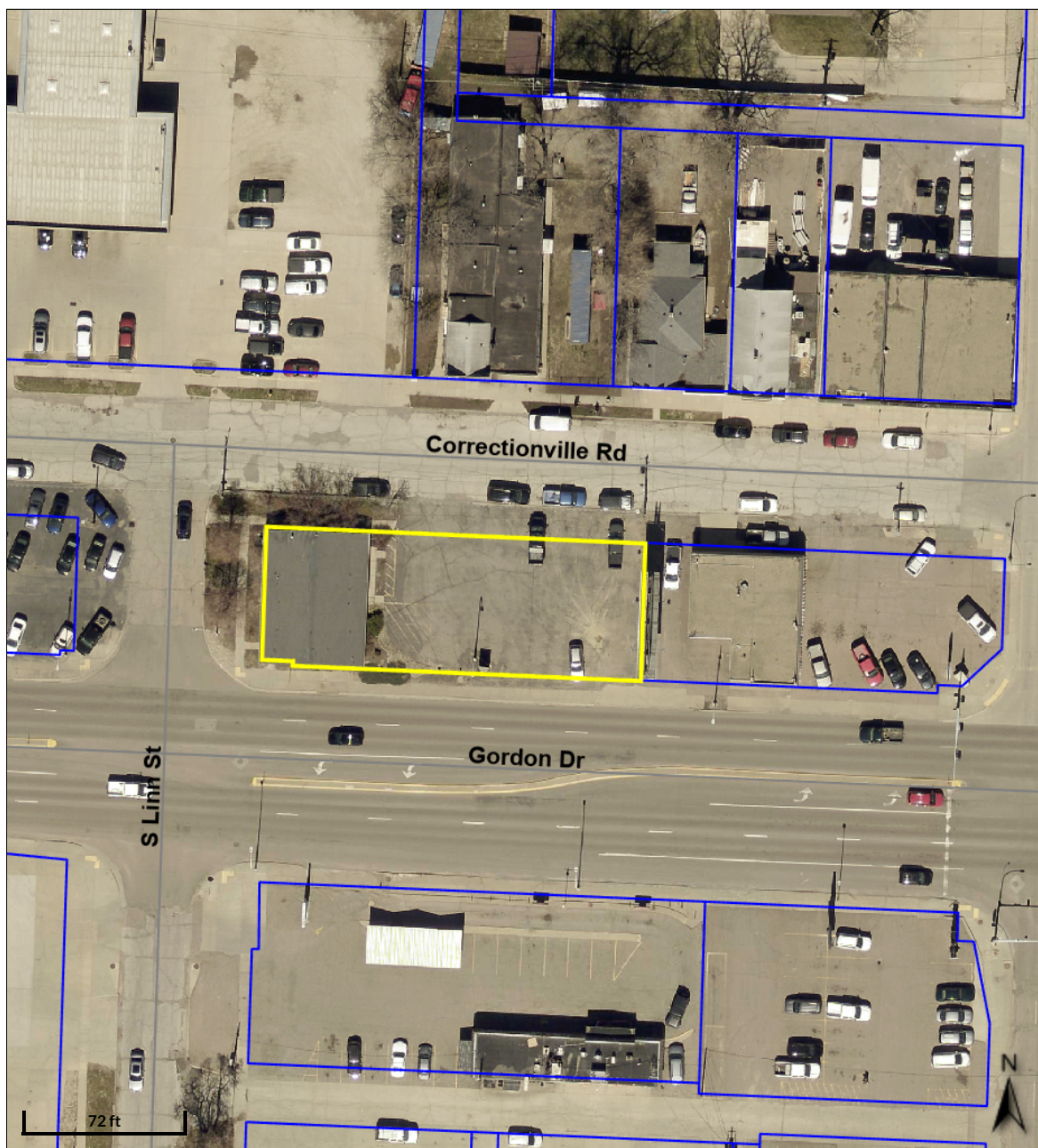
Property Lines

Temporary Easement

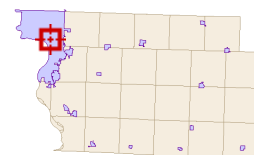
Permanent Acquisition

Permanent Acquisition County

Permanent Acquisition City



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Date created: 2/7/2025
Last Data Uploaded: 2/6/2025 10:05:35 PM

Developed by  **SCHNEIDER**
GEOSPATIAL

Woodbury County, IA / Sioux City

Summary

Parcel ID 894734226004
Alternate ID 454862
Property Address 2609 GORDON DR
SIOUX CITY
Sec/Twp/Rng 34-89-47
Brief CB RUSTIN & CO W 162 FT OF BLK 3 (EX ROAD
Tax Description ROW)
(Note: Not to be used on legal documents)
Deed Book/Page
Gross Acres 0.00
Net Acres 0.00
Adjusted CSR Pts 0
Zoning GC - General Commercial
District 0087 SIOUX CITY CITY/SIOUX CITY SCH
School District SIOUX CITY COMM
Neighborhood Commercial



Owner

Deed Holder
[GASKELL RODNEY J GASKELL DIANE M](#)
2609 GORDON DR
SIOUX CITY IA 51106
Contract Holder
Mailing Address
GASKELL RODNEY J GASKELL DIANE M
2609 GORDON DR
SIOUX CITY IA 51106

Land

Lot Area 0.25 Acres ;10,666 SF

Commercial Buildings

Type	Base Area	Year Built
Office - Medical / Dental	2160	2000

Yard Extras

#1 - (1) Paving - Asphalt 6,000 SF, Asphalt Parking, Average Pricing, Built 1968
#2 - (1) Paving - Concrete 100 SF, Concrete Parking, Low Pricing, Built 2000

Valuation

	2024	2023	2022	2021	2020
Classification	Commercial	Commercial	Commercial	Commercial	Commercial
+ Assessed Land Value	\$69,900	\$69,900	\$64,000	\$64,000	\$64,000
+ Assessed Building Value	\$296,500	\$296,500	\$235,500	\$235,500	\$221,200
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$366,400	\$366,400	\$299,500	\$299,500	\$285,200
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$366,400	\$366,400	\$299,500	\$299,500	\$285,200

Sioux City Special Assessments and Fees

[Click here to view special assessment information for this parcel.](#)

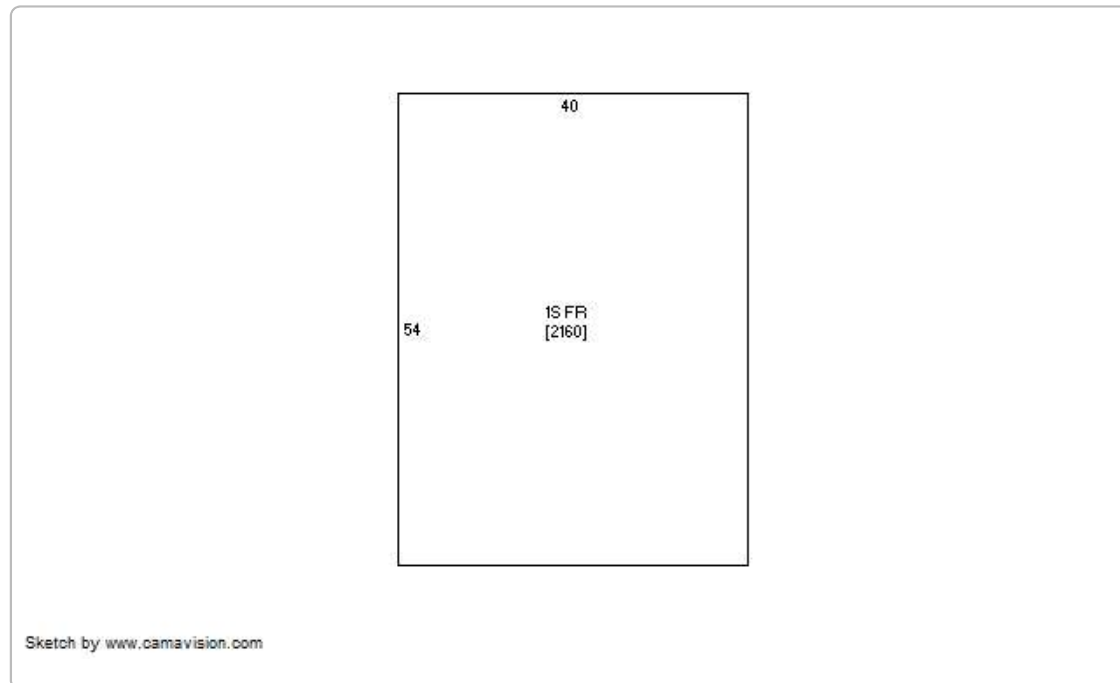
Sioux City Tax Credit Applications

Apply for Homestead or Military Tax Credits

Photos



Sketches



No data available for the following modules: Residential Dwellings, Agricultural Buildings, Sales, Permits, Woodbury County Tax Credit Applications, Sioux City Board of Review Petition.

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Developed by
 **SCHNEIDER**
GEOSPATIAL

Roll 733 Image 11725
Document Number: 9525
Recorded: 2/12/2014 at 12:54:58.0 PM
Fee Amount: \$27.00
Revenue Tax:
PATRICK F. GILL, AUDITOR AND RECORDER
Woodbury County, Iowa

Return to and Prepared by Valerie Goethals, Right of Way Office, Iowa Department of Transportation,
800 Lincoln Way, Ames, IA 50010, 515-239-1361

Form 634028 (01-14)



www.iowadot.gov

Office of Right of Way
800 Lincoln Way, Ames, Iowa 50010
Phone: 515-239-1135 FAX: 515-239-1247

PURCHASE AGREEMENT

Parcel Number: 6 County: Woodbury
Project Number: NHSN-12-1(32)--2R-97 Route Number: IA 12
Seller: Rodney J. Gaskell and Diane M. Gaskell, husband and wife

THIS AGREEMENT entered into this 10th day of February, 2014
by and between, Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

- 1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, in parts of the following: A parcel of land located in part of the West 162 feet of Block 3 of the C.B. Rustin and Company's Addition to the City of Sioux City, in the County of Woodbury, State of Iowa, and more particularly described on page 4 including the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein
- 2. The Buyer agrees to pay, and the Seller agrees to grant, the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below:

Payment Amount	Agreed Performance	Date of Performance			
\$750.00	On conveyance of title	45 days after Buyer approval			
\$0.00	On surrender of possession	Immediate			
	On possession and conveyance				
\$750.00	Total Lump-Sum Amount				
Breakdown	Ac/Sq. Ft.				
Land by fee title	26.00	sq. ft.	Fence	--	rods woven
Underlying fee title	--		Fence	--	rods barbed
Permanent easement	--				

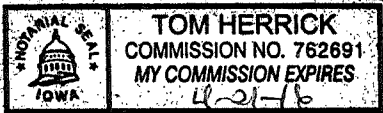
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 1-866-282-5809.
4. The Seller warrants that there are no tenants on the premises holding under lease, except none, owner occupies with business, Gaskell Chiropractic Services.
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2 and agrees to warrant good and sufficient title.
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to the Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. The Buyer agrees that any agricultural drain tiles that are located within the premises that are damaged or require relocation by highway construction shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes at no expense to the Seller. The Buyer has the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile, and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining it to restrain livestock.
8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, the Buyer will pay any remaining proceeds to the survivor of that joint tenancy, and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
10. The premises also includes all estates, rights, title, and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.
11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except none.
12. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
14. The Sellers grant to the Buyer temporary easement for the purpose of constructing sidewalk, The Right-of-Way Design Plot Plan, attached as a page 5 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
15. It is understood and agreed, severance damage for landscaping shall be \$390.00 and is included in the total lump-sum payment amount shown on page 1 of this agreement.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

By X Rodney J. Gaskell
Rodney J. Gaskell
2609 Gordon Drive
Sioux City, IA 51106

By X Diane M. Gaskell
Diane M. Gaskell

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>Iowa</u> }	☒ INDIVIDUAL
COUNTY OF <u>Woodbury</u> } ss:	☐ CORPORATE
On this <u>22</u> day of <u>January</u> A.D. <u>2014</u>	Title(s) of Corporate Officer(s):
before me, the undersigned, a notary public in and for said state, personally appeared <u>Rodney and Diane Gaskell</u>	
☐ to me personally known; or	☐ Corporate Seal is affixed
☒ proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	☐ No Corporate Seal procured
<u>[Signature]</u> (Sign in ink)	☐ Limited Partnership
<u>Tom Herrick</u> (Print/type name)	☐ General Partnership
Notary Public in and for the State of <u>Iowa</u>	☐ ATTORNEY-IN-FACT
My commission expires <u>4-21-16</u>	☐ EXECUTOR(s) or TRUSTEE(s)
(NOTARIAL SEAL)	☐ GUARDIAN(s) or CONSERVATOR(s)
	☐ Other:
	SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s)

BUYER'S APPROVAL	
Recommended by (Sign in ink): X <u>[Signature]</u>	(Date) <u>1/22/14</u>
(Printed Name): <u>Tom Herrick</u> Project Agent	
Approved by (Sign in ink): X <u>[Signature]</u>	(Date) <u>FEB 10 2014</u>
(Printed Name): <u>Martin J. Sankey</u> Right of Way Director	

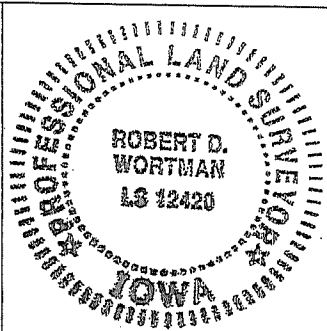
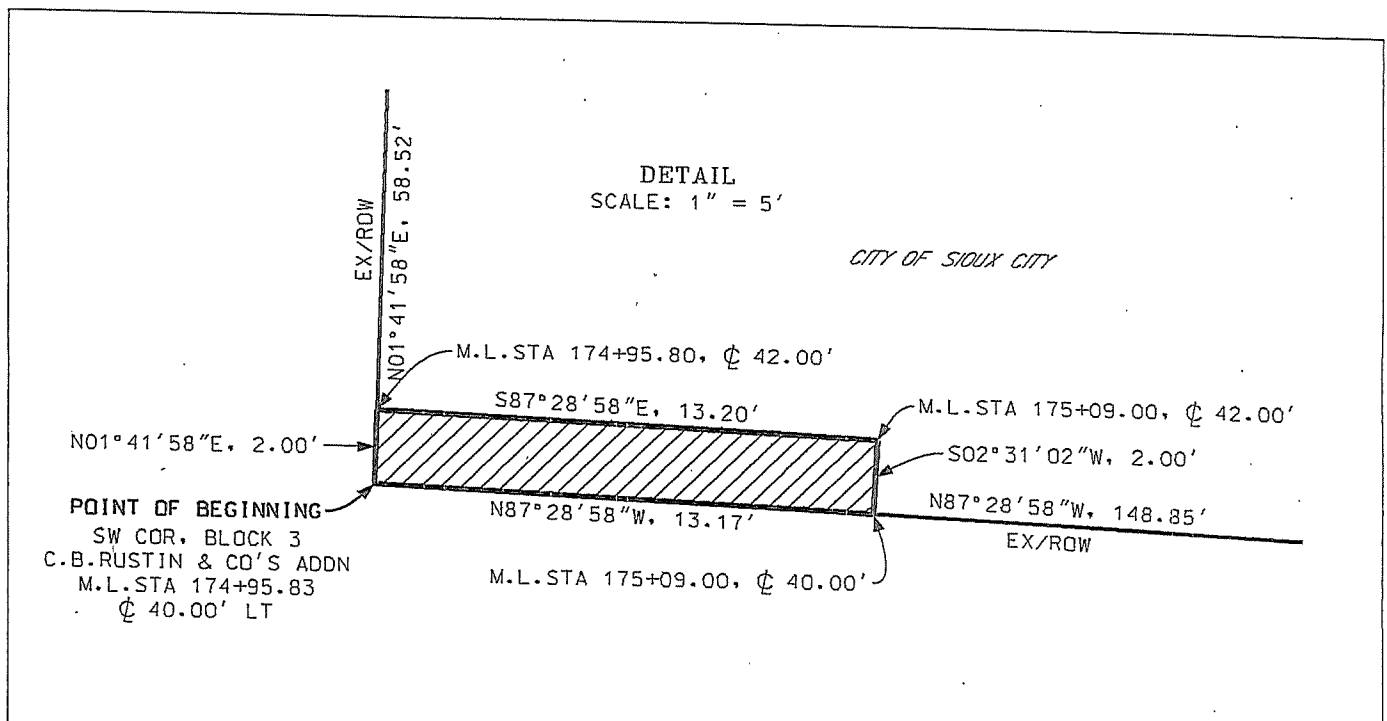
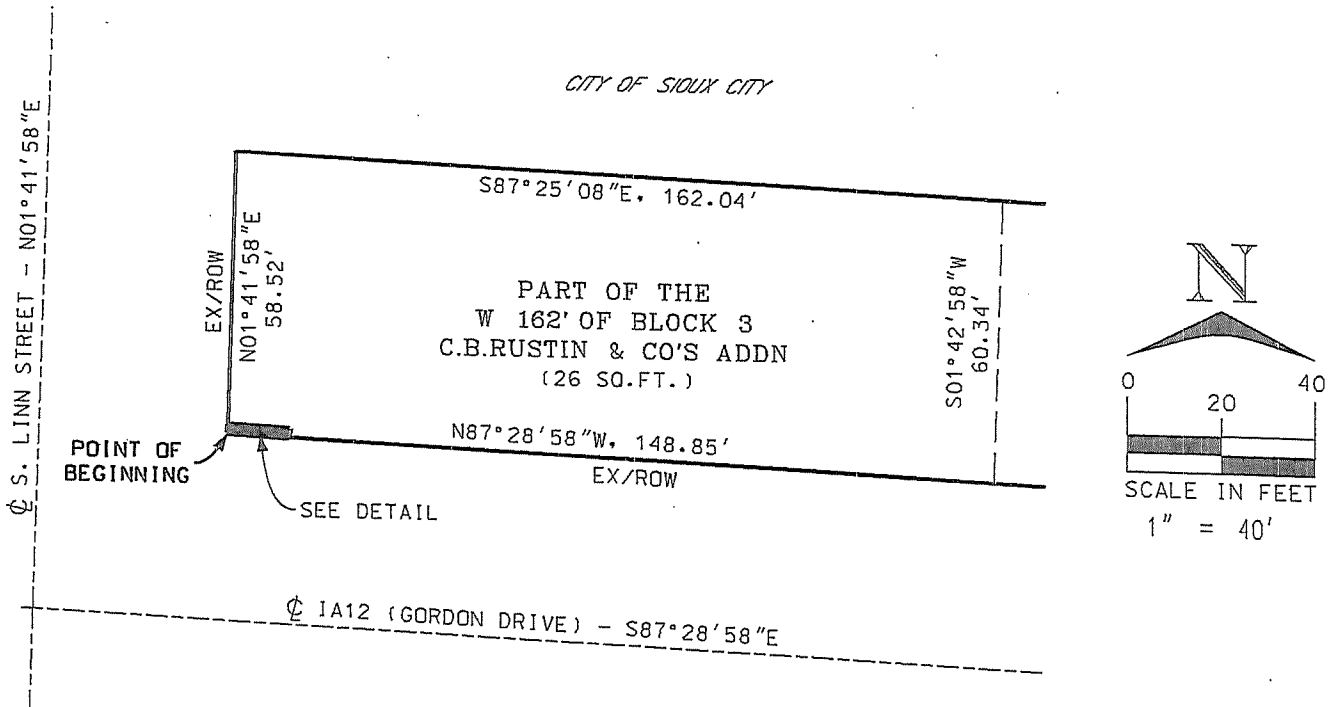
BUYER'S ACKNOWLEDGEMENT	
STATE OF IOWA }	
COUNTY OF STORY }	ss:
On this <u>10th</u> day of <u>February</u> <u>2014</u> , before me, the undersigned, personally appeared ROW Director, <u>Martin J. Sankey</u> known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.	
	<u>Cyndy Howell</u> Notary Public in and for the State of Iowa
(NOTARIAL SEAL)	



IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"



COUNTY WOODBURY STATE CONTROL NO. -
PROJECT NO. NHSN-012-1(032)-2R-97 PARCEL NO. 6
SECTION 34 TOWNSHIP 89N RANGE 47W
ROW - FEE 26 SQ.FT. EASE QUIT CLAIM
ACQUIRED ACCESS RIGHTS FROM STA. TO STA. MAIN LINE SIDE
ACQUIRED ACCESS RIGHTS FROM STA. TO STA. SIDE ROAD SIDE
ACQUIRED FROM



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 Professional Land Surveyor under the laws of the State of Iowa.

Robert D. Wortman 12-5-2013

Robert D. Wortman License No. 12420

Date

My license renewal date is December 31, 2013

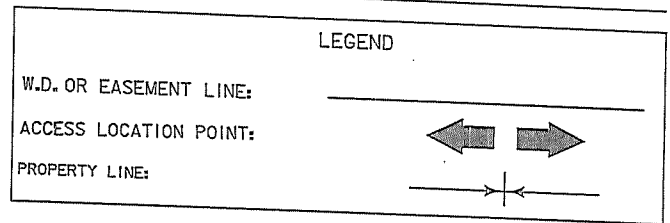
Pages or sheets covered by this seal: THIS SHEET ONLY

DATE DRAWN ALR 11/25/2013

9701201009\row\97012032. 6

PARCEL NO. 6

SCALE: 1" = 50'



N

CORRECTIONVILL RD.

S. LINN ST.

EX. R/W

EX. R/W

EX. R/W

EX. R/W

6 IOWA 12 / GORDON DR.

PROJECT NO. NHSN-12-1(32)--2R-97

Roll 734 Image 5260
Document Number: 10838
Recorded: 3/20/2014 at 11:13:51.0 AM
Fee Amount: \$22.00
Revenue Tax: \$0.00
PATRICK F. GILL, AUDITOR AND RECORDER
Woodbury County, Iowa



Prepared by: Michael J. Schneider, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-1029
Return to: Michael J. Schneider, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-1029
Address Tax Statements: **Tax Exempt-IA Code Sec. 427.1** (Prop Mgmt-ROW Office, IDOT, 800 Lincoln Way, Ames, IA 50010)

WARRANTY DEED

For the consideration of **TWO HUNDRED SIXTY AND NO/100-----(\$260.00)-----DOLLARS** and other valuable consideration in hand paid by Iowa Department of Transportation, **RODNEY J. GASKELL** and, **DIANE M. GASKELL**, husband and wife, do hereby convey to the **STATE OF IOWA**, the following described real estate in Woodbury County, Iowa:

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in a part of the West 162 feet of Block 3 of the C.B. Rustin and Company's Addition to the City of Sioux City, Woodbury County, Iowa, as shown on the Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof and more particularly described as follows:

Beginning at the Southwest Corner of said Block 3; thence North 01°41'58" East, 2.00 feet along the West line of said Block 3; thence South 87°28'58" East, 13.20 feet; thence South 02°31'02" West, 2.00 feet to a point on the existing North right of way line of Primary Road No. IA 12 (Gordon Drive); thence North 87°28'58" West, 13.17 feet along said existing North right of way line to the Point of Beginning, containing 26 square feet.

This deed is given in fulfillment of a certain Purchase Agreement dated February 10, 2014, and recorded in the Woodbury County Recorder's Office on February 12, 2014, in Roll 733, image 11725, except for those terms that survive the execution of this document.

The additional amount of **\$490.00**, as agreed to in the aforesaid Purchase Agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Deeds with a consideration of \$500.00 or less are exempt from transfer tax. Iowa Code Sec. 428A.2(21).

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances

except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

Dated 2/28/14, 2014

Rodney J. Gaskell (Sign in Ink)
Rodney J. Gaskell

Diane M. Gaskell (Sign in Ink)
Diane M. Gaskell

STATE OF Woodbury Iowa, COUNTY OF Woodbury, ss:

This instrument was acknowledged before me on Feb 28, 2014, by Rodney J. Gaskell and Diane M. Gaskell.



Kim Hodges (Sign in Ink)
Notary Public.

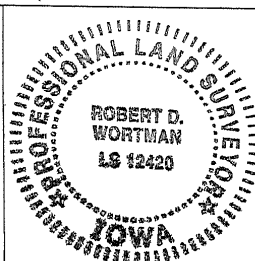
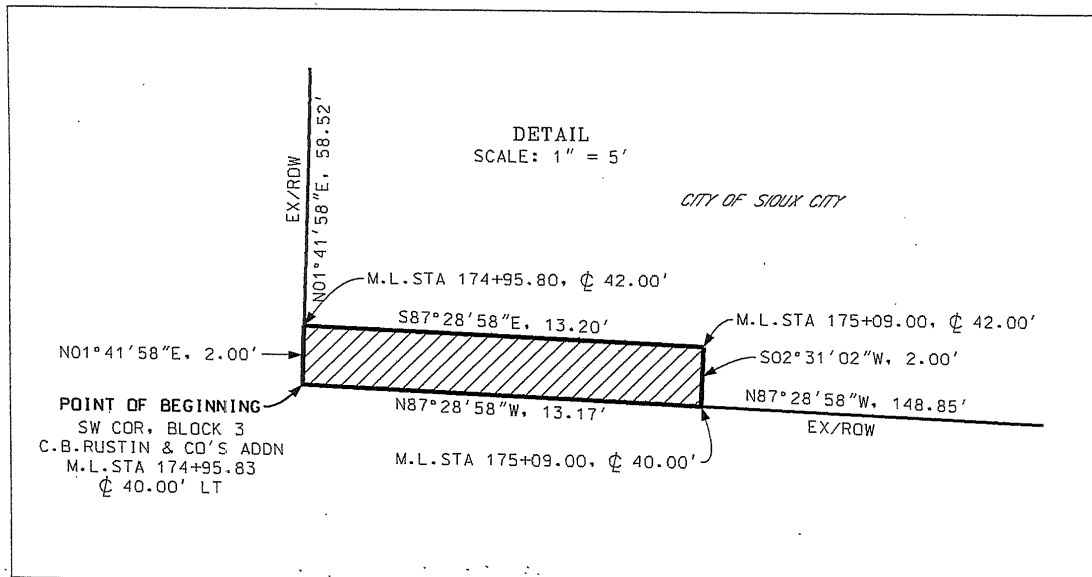
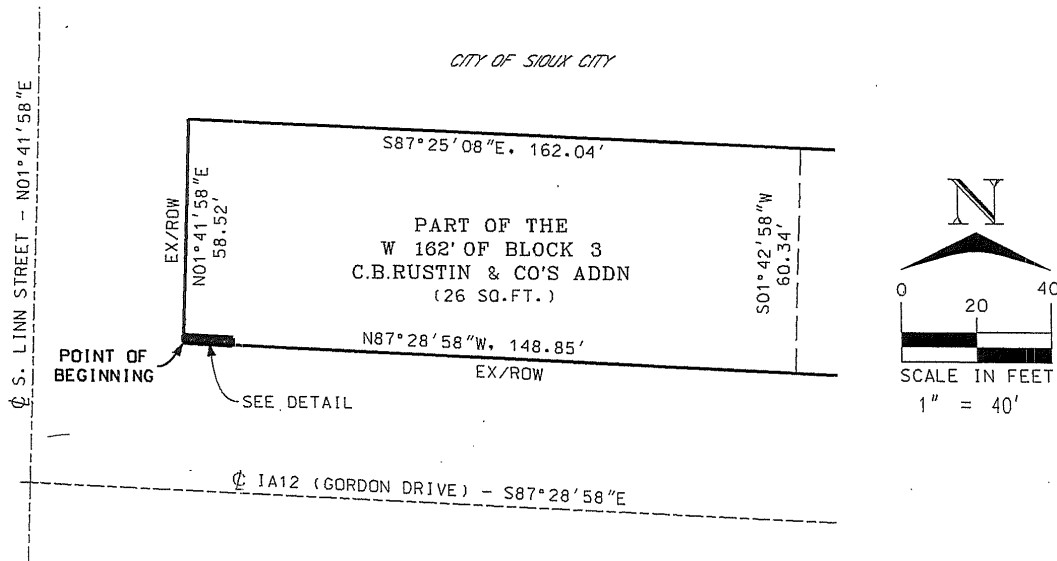
(AFFIX NOTARIAL SEAL ABOVE ▲)



IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"



COUNTY _____ WOODBURY _____ STATE CONTROL NO. _____
PROJECT NO. _____ NHSN-012-1(032)--2R-97 _____ PARCEL NO. _____ 6 _____
SECTION _____ 34 _____ TOWNSHIP _____ 89N _____ RANGE _____ 47W _____
ROW - FEE _____ 26 SQ.FT. _____ EASE _____ QUIT CLAIM _____
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE _____
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE ROAD _____ SIDE _____
ACQUIRED FROM Rodney S. Gaskell and Diane M. Gaskell



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 Professional Land Surveyor under the laws of the State of Iowa.

Robert D. Wortman 12-5-2013
Robert D. Wortman License No. 12420 Date

My license renewal date is December 31, 2013

Pages or sheets covered by this seal: THIS SHEET ONLY

DATE DRAWN ALR 11/25/2013

Document Number: 2024-04698
Recorded: 5/28/2024 at 12:24:08.0 PM
County Recording Fee: \$7.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$10.00
Revenue Tax:
PATRICK F GILL AUDITOR & RECORDER
Woodbury County, Iowa

-----State of South Dakota-----Space Above This Line For Recording Data-----
Prepared by and return to:
Mackenzie Trudeau, Peoples Bank
1901 Morningside Ave, Sioux City, IA 51106 (712) 276-5333

RELEASE OF ASSIGNMENT LEASES AND RENTS

The undersigned, the present owner(s) of the Mortgage hereinafter described, do acknowledge that a certain Assignment and Agreement executed by **Rodney Gaskell and Diane Gaskell, Husband and Wife**, dated on the 7th day of April, 2006 to **Peoples Bank f/k/a Pinnacle Bank** and recorded in the records of the County of **Woodbury**, State of **Iowa**. Roll **683 Image 1071-1072** on the 11th day of **April, 2006** is hereby released. Property is commonly known as **2609 Gordon Drive, Sioux City, IA 51106**.

Legal: The West One Hundred Sixty-Two Feet (162') of Block Three (3) C.B. Rustin and Co's Addition to Sioux City, Out Lots, In The County of Woodbury and State of Iowa, Except the North Thirty Three Feet (N 33') Thereof.

Dated this 23rd day of May, 2024

Peoples Bank

BY: *T. Matasovsky*
Timothy Matasovsky, Business Banking Officer

ACKNOWLEDGMENT:
STATE of Iowa, Woodbury COUNTY, ss.

On this 23rd day of May, 2024 before me, a Notary Public in the state of Iowa, personally appeared **Timothy Matasovsky**, to me personally known, who being by me duly sworn or affirmed did say that person is the **Business Banking Officer** of said entity and that said instrument was signed on behalf of the said entity by authority of its **Business Banking Officer** acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.



Mackenzie Trudeau
Notary Public

PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA



~ Prepared by & Return to: Kimm Cropley, Pinnacle Bank Sioux City, 1901 Morningside Ave. Sioux City IA
51106 Ph.712-276-5333

ASSIGNMENT OF LEASES AND RENTS

This Assignment is executed this 7TH day of APRIL 2006 by RODNEY J GASKELL AND DIANE M. GASKELL, HUSBAND AND WIFE (hereinafter referred to as "Assignor") for the benefit of PINNACLE BANK SIOUX CITY (hereinafter referred to as "Lender").

1. **ASSIGNMENT.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor irrevocably assigns, grants and conveys to Trustee, in trust for the benefit of Lender as additional security all the right, title and interest in the following:

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases).
- B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.
- C. The term "Property" as used in this Assignment shall include the following described real property:

LEGAL –

THE WEST ONE HUNDRED SIXTY-TWO FEET (W 162') OF BLOCK THREE (3) C.B. RUSTIN AND CO'S ADDITION TO SIOUX CITY, OUT LOTS, IN THE COUNTY OF WOODBURY AND STATE OF IOWA, EXCEPT THE NORTH THIRTY THREE FEET (N 33') THEREOF.

AKA/ 2609 GORDON DRIVE, SIOUX CITY

2. **SECURED DEBTS.** This Assignment will secure the following debts and all extensions, renewals, refinancings, modifications and replacements thereof: COMMERCIAL LOAN #175382 DATED 04/07/2006 and all other indebtedness with Lender, now held or hereafter acquired (hereinafter referred to as the "Secured Debts").

3. **COLLECTION OF RENTS.** Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default.

4. **DEFAULT.** Assignor will be in default if any of the following occur:

- A. **Payments.** Assignor fails to pay any Secured Debts when due or fails to perform any condition or to keep any promise or covenant of this Assignment.
- B. **Default - Other Obligations.** Assignor defaults under the terms of (i) any other obligation to Lender (ii) any document or agreement securing the Secured Debts or any other obligation to Lender, including but not limited to any mortgage, deed of trust or security agreement, or (iii) any other agreement Assignor has with Lender.



5. **REMEDIES.** After Assignor defaults, and after Lender gives any legally required notice and opportunity to cure the default, in addition to any other remedies Lender may have, Lender may at Lender's option do any one or more of the following:

- A. **Rents.** Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. After deducting all reasonable expenses of collection, including but not limited to any legal fees, from any collected and retained Rents, Lender may apply the balance as provided for by the documents evidencing or collateralizing the Secured Debts.
- B. **Entry.** Lender may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants and licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do.

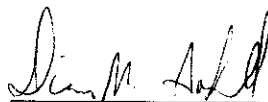
6. **TERM.** This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts.

7. **MISCELLANEOUS.** This Assignment is governed by the laws of Iowa, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America. Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. The duties and benefits of this Assignment will bind and benefit the successors and assigns of Lender and Assignor. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment is the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

8. **SIGNATURES.** By signing, Assignor agrees to the terms and covenants contained in this Agreement. Assignor also acknowledges receipt of a copy of this Assignment.



RODNEY J GASKELL



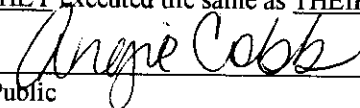
DIANE M GASKELL

STATE OF Iowa)

) ss.

COUNTY OF Woodbury)

The foregoing instrument was acknowledged before me this 7TH day of APRIL 2006 by RODNEY J GASKELL AND DIANE M. GASKELL, HUSBAND AND WIFE, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that THEY executed the same as THEIR voluntary act and deed.


Notary Public



Roll 683 Image 1061-1070

Document 16076 Type MG Pages 10
Date 4/11/2006 Time 3:24 PM
Rec Amt \$52.00

PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA

State of Iowa _____ Space Above This Line For Recording Data _____

Prepared By: KIMM CROPLEY, PINNACLE BANK
SIOUX CITY
1901 MORNINGSIDE AVE, SIOUX
CITY, IA 51106 (712) 276-5333

Return To: PINNACLE BANK SIOUX CITY
1901 MORNINGSIDE AVE
PO BOX 2728
SIOUX CITY, IA 51106

OPEN-END REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 04-07-2006 and the parties and their addresses are as follows:

MORTGAGOR: RODNEY J. GASKELL and
DIANE M. GASKELL,
HUSBAND AND WIFE
4010 48TH ST
SIOUX CITY, IA 51108-1155

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors. The Addendum is located on _____.

LENDER: PINNACLE BANK SIOUX CITY
Organized and existing under the laws of the state of Iowa
1901 MORNINGSIDE AVE
PO BOX 2728
SIOUX CITY, IA 51106

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, warrants, conveys and mortgages to Lender the following described property: (If the legal description of the property is not on page one of this Mortgage, it is located on ATTACHED ADDENDUM EXHIBIT "A" SEE ATTACHED ADDENDUM EXHIBIT "A")

The property is located in WOODBURY at 2609 GORDON DR
(County)
, SIoux CITY, Iowa 51106
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 53,117.67
LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO
INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED
MORTGAGES AND LIENS.**

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed the amount stated above. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
- A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) (*e.g.*, *borrower's name, note amount, interest rate, maturity date*): **NOTE DATED 4/07/2006 IN THE AMOUNT OF \$53,117.67 BY RODNEY J. GASKELL AND DIANE M. GASKELL.**
 - B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt and whether or not such future advances or obligations are incurred for any purpose that was related or unrelated to the purpose of the Evidence of Debt.
 - C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
 - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
 - E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.
- If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.
5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, warrant, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.
7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the

receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

- A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any

amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, warrants, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. DEFAULT. Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;

- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgage is in default. Upon a default by the Mortgagor, the Lender may take possession of the Property itself or through a court appointed receiver, without regard to the solvency or insolvency of the Mortgagor, the value of the Property, the adequacy of the Lender's security, or the existence of any deficiency judgment, and may operate the Property and collect the rents and apply them to the costs of operating the Property and/or to the unpaid debt.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. REDEMPTION. Mortgagor agrees that in the event of foreclosure of this Mortgage, at the sole discretion of Lender, Lender may elect to reduce or extend the period of redemption for the sale of the Property to a period of time as may then be authorized under the circumstances and under any section of Iowa Code Chapter 628, or any other Iowa Code section, now in effect or as may be in effect at the time of foreclosure.

19. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

20. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

- A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

- D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.
- L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 21. CONDEMNATION.** Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 22. INSURANCE.** Mortgagor agrees to maintain insurance as follows:
- A. Mortgagor shall keep the improvements now existing or hereafter built on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

23. NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

24. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

25. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guarantied, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

26. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

27. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

28. WAIVERS. Except to the extent prohibited by law, Mortgagor waives any rights relating to reinstatement, the marshalling of liens and assets, all rights of dower and distributive share and all homestead exemption rights relating to the Property.

29. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Mortgage:

- ☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

- ☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

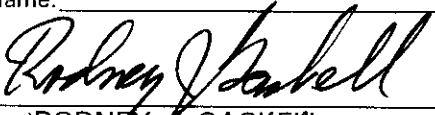
30. OTHER TERMS. If checked, the following are applicable to this Mortgage:

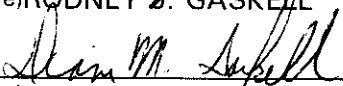
- ☐ **Purchase Money Mortgage.** This is a purchase money mortgage as defined by Iowa law.
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
- ☐ **Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.
- ☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- ☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

- ☐ Actual authority was granted to the parties signing below by resolution signed and dated _____.

Entity Name: _____

 4-7-06
(Signature) RODNEY J. GASKELL (Date)

 4-7-06
(Signature) DIANE M. GASKELL (Date)

 _____
(Signature) (Date)

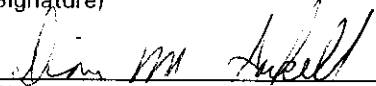
 _____
(Signature) (Date)

EXHIBIT "A"

RODNEY J. AND DIANE M. GASKELL

LEGAL DECRIPTION FOR 2609 GORDON DRIVE, SIOUX CITY:

THE WEST ONE HUNDRED SIXTY-TWO FEET (W 162') OF BLOCK THREE (3)
C.B. RUSTIN AND CO'S ADDITION TO SIOUX CITY, OUT LOTS, IN THE
COUNTY OF WOODBURY AND STATE OF IOWA, EXCEPT THE NORTH
THIRTY THREE FEET (N 33') THEREOF.

A handwritten signature in black ink, appearing to read "RJG dm", located in the lower-left quadrant of the page.

ACKNOWLEDGMENT:

(Individual) STATE OF Iowa, COUNTY OF WOODBURY } ss.
On this 7th day of April, 2006 before me, a Notary Public in the
state of Iowa, personally appeared RODNEY J. GASKELL; DIANE M. GASKELL,
HUSBAND AND WIFE
to me known to be the person(s) named in and who executed the foregoing instrument, and
acknowledged that he/she/they
executed the same as his/her/their voluntary act and deed.
My commission expires:

Angie Cobb
(Notary Public)



(Business or Entity Acknowledgment) STATE OF _____, COUNTY OF _____ } ss.
On this _____ day of _____ before me, a Notary Public in the
state of Iowa, personally appeared _____
to me personally known, who being by me duly sworn or affirmed did say that that person is
of said entity, that (the seal affixed to said instrument is the seal of said entity or no seal has
been procured by said entity) and that said instrument was signed and sealed, if applicable, on
behalf of the said entity by authority of its board of directors/partners/members and the said
acknowledged the execution of said instrument to be the voluntary act and deed of said entity
by it voluntarily executed.
My commission expires:

(Notary Public)

(In the following statement "I" means the Mortgagor.) I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I voluntarily give up my rights to this protection for this property with respect to claims based upon this contract.

Rodney J. Gaskell 4-7-06
(Signature) RODNEY J. GASKELL (Date)
Diane M. Gaskell 4-7-06
(Signature) DIANE M. GASKELL (Date)

Document Number: 2024-04697
Recorded: 5/28/2024 at 12:24:00.0 PM
County Recording Fee: \$7.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$10.00
Revenue Tax:
PATRICK F GILL AUDITOR & RECORDER
Woodbury County, Iowa

-----State of Iowa-----Space Above This Line For Recording Data-----
Prepared by and return to:
Mackenzie Trudeau, Peoples Bank, 1901 Morningside Ave, IA 51106 (712) 276-5336

SATISFACTION OF MORTGAGE

The undersigned, the present owner(s) of the Mortgage hereinafter described, do acknowledge that a certain Mortgage executed by Rodney Gaskell and Diane Gaskell, Husband and Wife, dated on the 7th day of April, 2006 to Peoples Bank f/k/a Pinnacle Bank f/k/a Morningside Bank & Trust and recorded in the records of the County of Woodbury, State of Iowa, Roll: 683 Image 1061-1070, on the 11th day of April, 2006 is hereby released. Property is commonly known as 2609 Gordon Drive, Sioux City, IA 51106.

Legal: The West One Hundred Sixty-Two Feet (162') of Block Three (3) C.B. Rustin and Co's Addition to Sioux City, Out Lots, In The County of Woodbury and State of Iowa, Except the North Thirty Three Feet (N 33') Thereof.

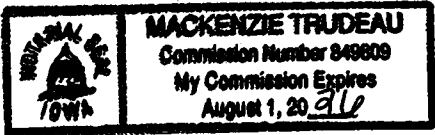
Dated this 23rd day of May, 2024

Peoples Bank

BY: Tim Matasovsky
Tim Matasovsky, Business Banker

ACKNOWLEDGMENT:
STATE of Iowa, Woodbury COUNTY, ss.

On this 23rd day of May, 2024 before me, a Notary Public in the state of Iowa, personally appeared Tim Matasovsky, to me personally known, who being by me duly sworn or affirmed did say that person is the Business Banking Officer of said entity and that said instrument was signed on behalf of the said entity by authority of its Business Banking Officer acknowledged the execution of said instrument to be the voluntary act and deed of said entity by it voluntarily executed.



Mackenzie Trudeau
Notary Public

CMD 1 to Exit; CMD 3 to Add; Cmd 5 to Update; CMD 9 House Number Search
STOP AND TAP LOCATIONS

House	Street	Apt
2609	GORDON DR	

Split Line From:

Stop

Tap

	Size	Type of Tap	Date
Original:		UNKNOWN	
Replacement:	3/4	COPPER	9/01/2000

Size of Main: Condition of Stop Box: ☐

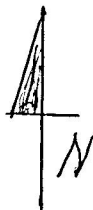
Permit No. _____

Date 9-6-2000Permit Cl. No. 01035Contr. VAN TONAddress 2609-GORDON DRIVE☒ Sewer ☒ New ☐ Disconnect ☒ Sanitary☐ Water ☐ Repair ☐ Replacement ☐ StormREMARKS FIELD CONNECT INTO
EXISTING SANITARY M.H.24'-6" V.C.P. - M.H. TO UNDER
FOOTING - 4' CRAWL SPACE.Inspector M. B. Charter

CORRECTION VILLE RD.

24'-6" V.C.P.

LINN ST.

FIELD
CON.4" CRAWL
SPACE
MOD ??P
A
R
K
L
O
Y
N
G

GORDON DRIVE

SEWER PERMIT

3219

CITY ENGINEER

Sioux City, Iowa, May 23 1910.

Mr. O. J. Jones having complied with section 5, of an ordinance passed May 10, 1909, entitled, "An ordinance providing for making of sewer, gas and water connections, permission is hereby given him to excavate and make a connection with the Main St storm sewer main sewer, under the terms and conditions of said ordinance, and in accordance with the plans and specifications on file in the office of the City Engineer. Said connections to be located on the

E side of Main street, 35 feet

N from the N line of Paul street.

No. 3219 ~~1111111111~~ T. C. Jones City Engineer
for O. J. Jones

1910

Sioux City, Iowa

CITY ENGINEER

O. J. Jones

3

80

3756

SEWER PERMIT

CITY ENGINEER

Sioux City, Iowa,

Apr 15 1912

Mr. Patent Larson having complied with section 6, of an ordinance passed May 10, 1890, entitled, "An ordinance providing for making of sewer, gas and water connections, per-

mission is hereby given him to excavate and make a connection with the Concessionville

Road Sewer sewer, under the terms and conditions of said ordinance, and in accordance with the plans and specifications on file in the office of the city engineer. Said connections to be

located on the S side of Cornet Road street. 33 40 feet

E from the Manhole line of Lincoln St street.

No. 3756

O. C. Smith

City Engineer

SEWER PERMIT

CITY ENGINEER

Sioux City, Iowa,

Apr 15 1912

Mr. Patent Larson having complied with section 6, of an ordinance passed May 10, 1890, entitled, "An ordinance providing for making of sewer, gas and water connections, per-

mission is hereby given him to excavate and make a connection with the Concessionville

Road Sewer sewer, under the terms and conditions of said ordinance, and in accordance with the plans and specifications on file in the office of the city engineer. Said connections to be

located on the S side of Cornet Road street. 33 40 feet

E from the Manhole line of Lincoln St street.

O. C. Smith

City Engineer

3757 2

No 47

SEWER PERMIT

CITY ENGINEER

Sioux City, Iowa,

Apr 15 1912

Mr. Open & Sewer having complied with section 6, of an ordinance passed May 10, 1898, entitled, "An ordinance providing for making of sewer, gas and water connections, permission is hereby given him to excavate and make a connection with the Carrollville

Sewer street sewer, under the terms and conditions of said ordinance, and in accordance with the plans and specifications on file in the office of the city Engineer. Said connection to be

located on the S side of Carrollville street, 120 feet

E from the Mainhole No. Three street.

No. 3757J. P. PetersonH. C. Smith

City Engineer

SEWER PERMIT

1912

Sioux City, Iowa,

Apr 15 1912

Mr. Open & Sewer having complied with section 6, of an ordinance passed May 10, 1898, entitled, "An ordinance providing for making of sewer, gas and water connections, permission is hereby given him to excavate and make a connection with the Carrollville

Sewer street sewer, under the terms and conditions of said ordinance, and in accordance with the plans and specifications on file in the office of the city Engineer. Said connection to be

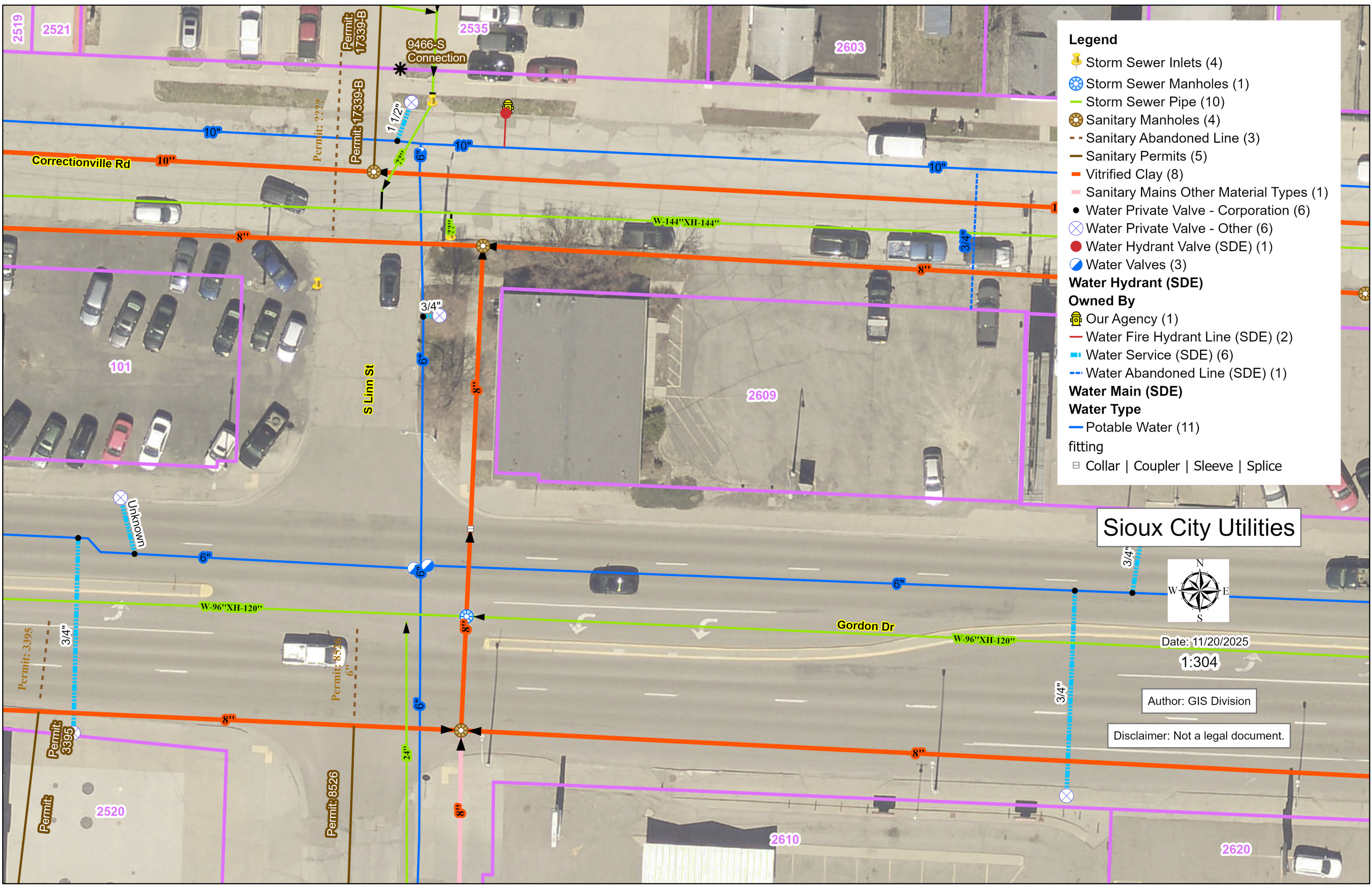
located on the S side of Carrollville street, 120 feet

E from the Mainhole No. Three street.

J. P. Peterson H. C. Smith

City Engineer

27 No 47



Legend

- Storm Sewer Inlets (4)
- Storm Sewer Manholes (1)
- Storm Sewer Pipe (10)
- Sanitary Manholes (4)
- Sanitary Abandoned Line (3)
- Sanitary Permits (5)
- Vitrified Clay (8)
- Sanitary Mains Other Material Types (1)
- Water Private Valve - Corporation (6)
- Water Private Valve - Other (6)
- Water Hydrant Valve (SDE) (1)
- Water Valves (3)

Water Hydrant (SDE)

- Our Agency (1)
- Water Fire Hydrant Line (SDE) (2)
- Water Service (SDE) (6)
- Water Abandoned Line (SDE) (1)

Water Main (SDE)

- Potable Water (11)

Water Type

- Potable Water (11)

fitting

- Collar | Coupler | Sleeve | Splice

Sioux City Utilities



Date: 11/20/2025

1:304

Author: GIS Division

Disclaimer: Not a legal document.

Furnace



Water Heater





Electrical box, bathroom, inside main, behind desk



Front Desk, Outside Building North, Outside Building West, AC Unit



Outside Building West, Same, Back Door West, Street Light Pole



Backdoor west again, South Side Gordon Drive Side x 3



Sign x3, East Side building



East side building



Crawl Space