

Preparer; When recorded, Return to: David L. Wetsch, 699 Walnut Street, #1600, Des Moines, IA 50309 (515) 246-4555

EASEMENT FOR INGRESS AND EGRESS AND UTILITIES

This Easement is entered into by **Oak Prairie, L.L.C.**, an Iowa limited liability company (“Grantor”), and **Promise Land Co., LLC** (“Grantee”).

ACKNOWLEDGMENTS

- (A) WHEREAS, Grantor, Oak Prairie, L.L.C., owns in fee simple title in and to the following described real estate situated in Madison County hereinafter referred to as follows:

Tract A

All that part of the East Fractional Half (E frc ½) of the Northwest Fractional Quarter (NW frc ¼) of Section 3, Township 74 North, Range 27 West of the 5th P.M., in Madison County, Iowa, more particularly described as follows: Commencing at the Center of section of said Section 3, thence North 89°56’08” West, along the South line of the E frc ½ of the NW frc ¼ of said Section 3, a distance of 50.00 feet, to the Point of Beginning; thence continuing North 89°56’08” West, a distance of 184.00 feet; thence North 06°04’23” East, a distance of 24.28 feet, to a point in an existing fence; thence North 89°51’46” East, along an existing fence and projection thereof, a distance of 181.71 feet, to the existing West Right of Way line of Peru Road; thence South 00°38’41” West, along the existing West Right of Way line of Peru Road, a distance of 24.79 feet to the Point of Beginning, and containing 4,472 square feet or 0.103 acres of land, more or less.

Tract B

All that part of the East Fractional Half (E frc ½) of the Northwest Fractional Quarter (NW frc ¼) of Section 3, Township 74 North, Range 27 West of the 5th P.M., in Madison County, Iowa, more particularly described as follows: Commencing at the Center of section of said Section 3, thence North 89°56'08" West, along the South line of the E frc ½ of the NW frc ¼ of said Section 3, a distance of 234.00 feet, to the Point of Beginning; thence continuing North 89°56'08" West, a distance of 1,085.56 feet, to the Southwest corner of the E frc ½ of the NW frc ¼; thence North 00°41'52" East, along the West line of the E frc ½ of the NW frc ¼; a distance of 31.31 feet, to a point in an existing fence; thence South 89°08'51" East, along an existing fence, a distance of 353.69 feet; thence South 89°45'22" East, continuing along an existing fence, a distance of 734.11 feet; thence South 06°04'23" West, a distance of 24.28 feet to the Point of Beginning, and containing 28,760 square feet or 0.66 acres of land, more or less, including 1613 sq ft of right of way easement.

- (B) WHEREAS, Grantee, Promise Land Co., LLC owns fee simple title in and to the following described real estate situated in Madison County hereafter referred to as follows:

Tract 1

The Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 3, in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

EASEMENT

In consideration of the mutual benefits to the parties hereto, Grantor grants to Grantee, a perpetual non-exclusive easement that runs with the land, pursuant to the terms and conditions specified below, and further described as:

- 1) Grantor grants to Grantee a perpetual non-exclusive easement for the benefit of the titleholder of Tract 1 above, for ingress and egress purposes over and across the South 25 feet of Tracts A and B described above, the North boundary of which shall follow the presently existing fence line on Tracts A and B.
- 2) This easement is being given for the sole purpose of allowing the owner of Tract 1 to have an ingress – egress easement from Grantee's property (Tract 1) to Peru Road that is East of Tracts A and B described above and also to install underground utilities within the

easement area. Such utilities are limited to serving not more than one occupied structure and one outbuilding on Tract 1. Grantee shall be required to restore the easement area upon the completion of the installation of any utilities. If any underground tile lines are destroyed or damaged, Grantee shall be required to repair or replace such tile lines. No above ground utility infrastructure shall be allowed in the easement area.

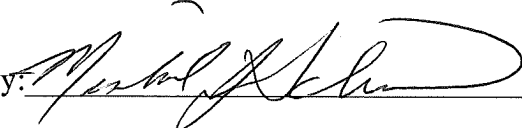
- 3) This ingress and egress easement shall run with the land. Upon the recordation of this Easement, all prior recorded easements regarding Tract 1, Tracts A and B and the property located south of Tracts A & B, shall be null and void.
- 4) Grantor and any successors in interest to Tracts A and B above, shall retain the ability to have one gate located at the Easterly end of Tracts A and B described above, and said gate shall have two padlocks installed on such gate, one padlock with access keys to be provided to Grantor, and one lock key to be provided to Grantee. The gate shall be kept closed at all times and locked at all times to prevent unauthorized access to Grantor's property, and also to contain livestock on Grantor's property. Grantee further agrees to maintain a closed and secure gate at the entrance of Grantee's property, described as Tract 1 above, again to restrict access to Tract 1 by Grantor's livestock.
- 5) Grantee shall be responsible for all maintenance and repair expenses of the easement area, and Grantee agrees to accept the easement area in its current condition.
- 6) Grantee shall be responsible for any damage above and beyond the normal scope of use. Grantee shall further be prohibited from subdividing, in any fashion, Tract 1 that would result in any increased burden and usage of this access easement. If Grantee, at some future date subdivides Tract 1, Grantee shall be required to obtain an alternative easement for both ingress-egress and utilities and upon such subdivision, the Easement Agreement shall be null and void.
- 7) Grantor and any successors in interest are not responsible for weather conditions which may make the easement area unpassable.
- 8) Grantee and any successors in interest shall be responsible for maintaining the gate located at the entrance to Tract 1.
- 9) Grantor and Grantee, their successors and assigns, agree to share equally in all costs associated with maintenance of the fence along the North boundary line of Tract A and Tract B and the gate at the east end of Tract A. In addition, if at any time a fence is desired by Grantor along the South boundary of the easement area, the parties shall share equally in the costs of installing such fence and maintaining such fence.
- 10) If any litigation is filed to enforce or construe the terms and conditions of this Easement Agreement, the prevailing party shall be entitled to reasonable attorney fees. The Grantor, Grantee and their successors and assigns waive a right to a jury trial in any future litigation.

This Agreement shall be binding on the heirs, successors and assigns of GRANTOR and GRANTEE.

Dated this 10th day of December, 2021.

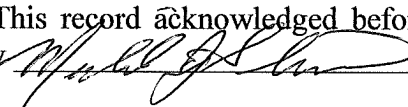
GRANTOR:


OAK PRAIRIE, LLC

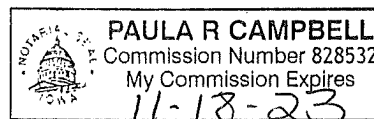
By: 

STATE OF IOWA)

)ss:
COUNTY OF Warren)

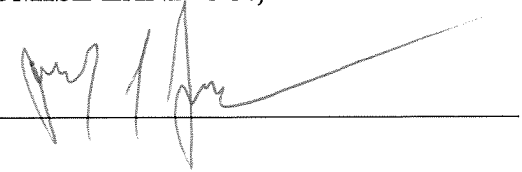
This record acknowledged before me this 10th day of December, 2021, by  as Manager of Oak Prairie, LLC.


NOTARY PUBLIC – STATE OF IOWA



GRANTEE:

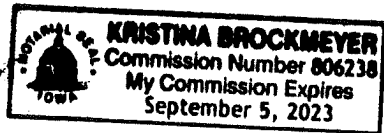
PROMISE LAND CO., LLC

By: 

STATE OF IOWA)
)ss:
COUNTY OF Polk)

This record acknowledged before me this 10th day of December,
2021, by Robert Lange as Promise Land Co., LLC.


NOTARY PUBLIC – STATE OF IOWA



INDEX LEGEND

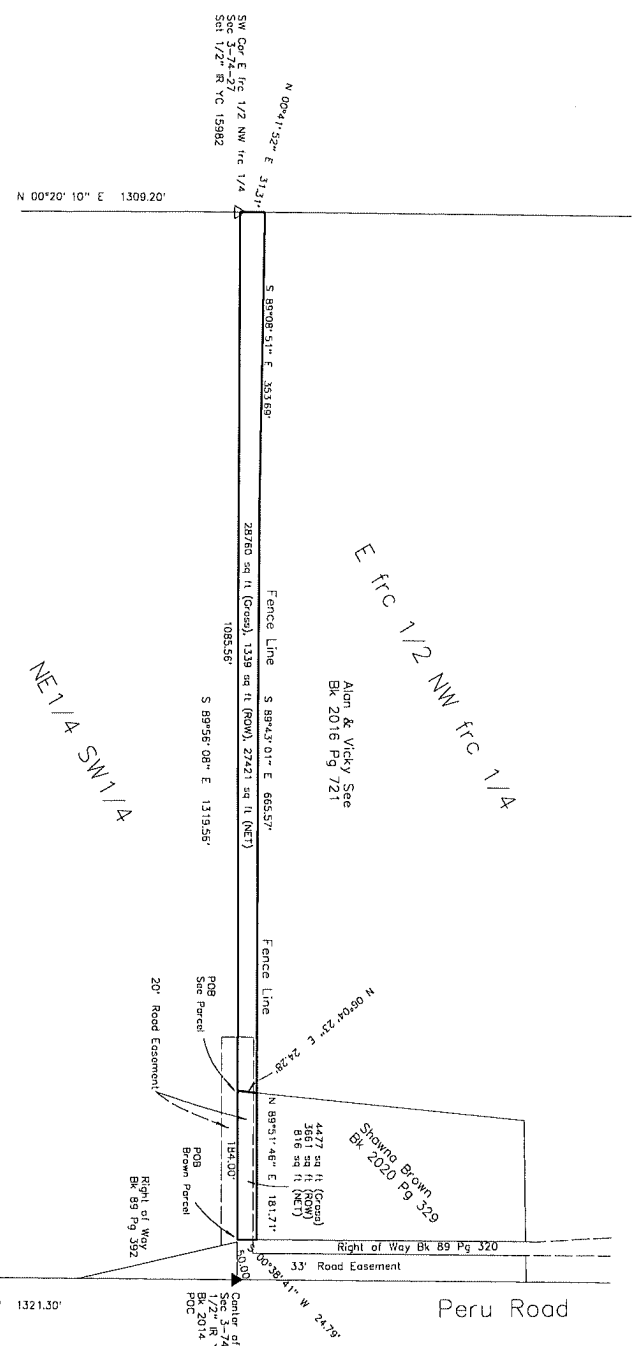
PREPARED BY & RETURN TO: ABACI CONSULTING INC. 3000 SE GRIMES BLVD. STE. 800, GRIMES, IA 50111, PH:(515)986-5048

BOUNDARY RETRACEMENT SURVEY
Line Adjustment to Existing Fence on North

COUNTY: Madison
SITE ADDRESS: 2554 Peru Road
CITY: Peru
PARCEL DESIGNATION: NA
SECTION: 3 TOWNSHIP: 27
RANGE: 27
SECTION: 3 TOWNSHIP: 27
RANGE: 27
PROBRIETOR: Michael Schi, Sec. Shawa Brown
REQUESTED BY: Michael Schi, Sec. Shawa Brown
SURVEYOR NAME: Vincent E. Piagenzini

Legal Description - See Parcel
All that part of the East Fractional Half (E frc 1/2) of the Northwest Fractional Quarter (NW frc 1/4) of Section 3, Township 74 North, Range 27 West of the 5th P.M., in Madison County, Iowa, more particularly described as follows:
Commencing at the Center of said Section 3, thence North 89°56'08" West, along the South line of the E frc 1/2 of said Section 3, a distance of 234.00 feet, to the Point of Beginning; thence continuing North 89°56'08" West, a distance of 1,085.56 feet, to the Southwest corner of the E frc 1/2 of the NW frc 1/4; thence North 00°41'52" East, along the West line of the E frc 1/2 of the NW frc 1/4, a distance of 313.31 feet, to a point in an existing fence; thence South 89°09'51" East, along an existing fence, a distance of 353.69 feet; thence South 89°45'22" East, continuing along an existing fence, a distance of 734.11 feet, thence South 09°04'23" West, a distance of 242.28 feet to the Point of Beginning, and containing 28,750 square feet or 0.656 acres of land, more or less, including 1339 sq ft of right of way easement.

Legal Description - Brown Parcel
All that part of the East Fractional Half (E frc 1/2) of the Northwest Fractional Quarter (NW frc 1/4) of Section 3, Township 74 North, Range 27 West of the 5th P.M., in Madison County, Iowa, more particularly described as follows:
Commencing at the Center of said Section 3, thence North 89°56'08" West, along the South line of the E frc 1/2 of said Section 3, a distance of 234.00 feet, to the Point of Beginning; thence continuing North 89°56'08" West, a distance of 194.00 feet; thence North 09°04'23" East, a distance of 242.28 feet, to a point in an existing fence and projection thereof, a distance of 181.71 feet, to the existing West Right of Way line of Peru Road; thence South 09°04'23" East, along Peru Road, a distance of 25.19 feet to the Point of Beginning, and containing 4,472 square feet or 0.103 acres of land, more or less, including 3661 sq ft of right of way easement.



DATE OF SURVEY FIELDWORK: 11/15/21 DRAWING DATE: 11/19/21 DRAFTER: VP PROJECT NO: 21427

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELIANCE THEREON IS TO BE MADE UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

VINCENT E. PIAGENZINI, IOWA LIC. NO. 15982 DATE OF LICENSE RENEWAL DATE: 15 DECEMBER 31, 2022. HEREIN I HAVE DESIGNATED MY OFFICE AS THE OFFICE OF RECORD FOR THIS SURVEYING DOCUMENT UNLESS INDICATED OTHERWISE.

15982

RECORDED DISTANCE
MEASURED DISTANCE
CALCULATED DISTANCE
CORNER MONUMENT FOUND
SET 1/2" IR YC 15982
SECTION CORNER SET
UNLESS NOTED
1/2" IR YC 15982
UNLESS NOTED

SYMBOLS LEGEND:

R	RECORDED DISTANCE
M	MEASURED DISTANCE
C	CALCULATED DISTANCE
●	CORNER MONUMENT FOUND
○	SET 1/2" IR YC 15982
△	SECTION CORNER SET
▲	UNLESS NOTED

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
YC YELLOW CAP
OC ORANGE CAP
RC RED CAP
RPN RED PINE
RON RED OAK

Basis of Bearing is Iowa State Plane
Coordinate System South Zone

ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
3000 SE Grimes Blvd., Ste 800, GRIMES, IOWA 50111, PH. (515)986-5048

Scale 1" = 150'

SPACE ABOVE FOR USE BY RECORDER OFFICE