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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

This Agreement prepared by and return to:
Joseph K. Strong, P. O. Box 215, Indianola, IA 50125 (515) 961-2574

INGRESS/EGRESS EASEMENT AGREEMENT

BE IT REMEMBERED that in consideration of the mutual promises herein contained, the following Agreement was made and entered into by and between **PB & V, LLC, an Iowa Limited Liability Company**, hereinafter referred to as "**GRANTOR**" and **The Clinton W. Pursley Trust U/A Dated July 18, 2023**, hereinafter referred to as "**GRANTEE**"

WHEREAS, GRANTOR is the owner of the following described real estate, to-wit:

The South ½ of the SE ¼ of Section 16, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa

WHEREAS, GRANTEE is the owner of the following described real estate, to-wit:

The East ½ of the SE ¼ of the SW ¼ of Section 16, Township 74, Range 29, Madison County, Iowa

WHEREAS, GRANTOR and GRANTEE do hereby agree that the GRANTEE shall be granted an Ingress/Egress Easement subject to the following terms and conditions across the following described real property, which is owned by the GRANTOR:

The North 15 feet of the South ½ of the SE ¼ of Section 16, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa ("**the Easement Area**")

WHEREAS the GRANTOR and GRANTEE do hereby agree that said Easement shall be perpetual and run with the land unless and until specifically released in writing by GRANTEE, and do hereby specifically agree that this Easement shall continue in full force and effect in the event the Encumbered Property becomes owned by the GRANTEE or any successor, grantee, devisee or assign of the GRANTEE

THEREFORE, in consideration of One Dollar and other good and valuable consideration,

the Grantor and GRANTEE agree as follows:

1. GRANTOR grants to GRANTEE, its GRANTEE'S, invitees, executors, administrators, heirs, devisees, successors or assigns, a nonexclusive perpetual easement for ingress and egress over and across the Easement Area.

2. This Easement Agreement is subject to the following terms and conditions:

A. The Easement Area shall be used solely for ingress and egress by GRANTEE, as well as the GRANTEE's successors, assigns, heirs or devisees from the adjoining public roadway, locally known as "Deer Run Avenue".

B. GRANTOR and GRANTEE shall not allow any structures, barricades or any other temporary or permanent obstructions of any kind to be constructed or placed on any portion of the Easement Area.

C. GRANTOR and GRANTEE shall not dump any material within the Easement Area which is likely to cause an environmental hazard.

D. GRANTOR and GRANTEE shall not use the Easement Area in any way to unreasonably interfere with the others use of the Easement Area or to cause a nuisance or hazard to the others property.

E. GRANTOR and GRANTEE shall not park any vehicles, equipment or machinery in the Easement Area.

3. The grant and other provisions of this Agreement shall be binding upon the parties hereto, their grantees, invitees, executors, administrators, heirs, devisees, successors or assigns and shall constitute and be construed as a covenant running with the real estate described herein.

TO ALL OF WHICH the parties hereto have mutually agreed and affixed their signatures this 17 day of June, 2024.

GRANTOR:

PB & V, LLC



By: Lonnie L. Peterman

As: Member



By: Keith R. Peterman

GRANTEE:

**The Clinton W. Pursley Trust U/A Dated
July 18, 2023**



By: Clinton W. Pursley

As: Member

As: Member

[Signature]

By: Greg L. Peterman

As: Member

[Signature]

By: Clint Pursley

As: Member

STATE OF IOWA :

SS

COUNTY OF Polk :

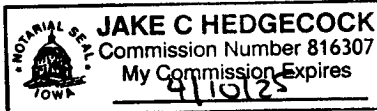
On this 17 day of June, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lonnie L. Peterman to me known to be the identical persons named in and who executed the within and foregoing Agreement, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public

STATE OF IOWA :

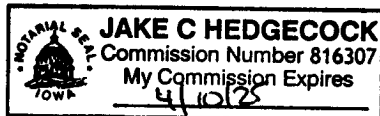
SS

COUNTY OF Polk :



On this 17 day of June, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Keith R. Peterman to me known to be the identical persons named in and who executed the within and foregoing Agreement, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public



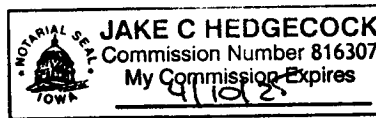
STATE OF IOWA :
COUNTY OF Polk : SS

On this 17 day of June, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Greg L. Peterman to me known to be the identical persons named in and who executed the within and foregoing Agreement, and acknowledged that they executed the same as their voluntary act and deed.

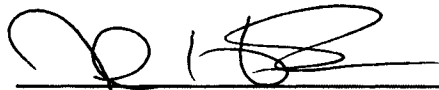


Notary Public

STATE OF IOWA :
COUNTY OF Polk : SS



On this 17 day of June, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clint Pursley to me known to be the identical persons named in and who executed the within and foregoing Agreement, and acknowledged that they executed the same as their voluntary act and deed.

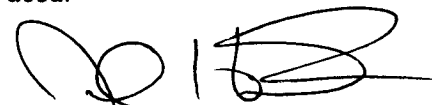


Notary Public

STATE OF IOWA :
COUNTY OF Polk : SS



On this 17 day of June, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clinton W. Pursley, as Trustee of the Clinton W. Pursley Trust U/A Dated July 18, 2023, to me known to be the identical persons named in and who executed the within and foregoing Agreement, and acknowledged that they executed the same as their voluntary act and deed.



Notary Public

