

Number: 202100006711
Recorded: 9/29/2020 at 9:51:01.0 AM
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax:
Sandie L. Smith, RECORDER
Black Hawk County, Iowa

Prepared By: Tara Dunning 10640 County Highway D20, Alden, IA 50006 (515) 854-9840
Return To: Tara Dunning 10640 County Highway D20, Alden, IA 50006 (515) 854-9840

INGRESS AND EGRESS EASEMENT

THIS AGREEMENT is made this 25 day of September, 2020, by and between SUMMIT AG FUND II, LLP ("Grantor") and SKP LAND, LLC ("Grantee"). Under this Agreement, the parties agree to the following:

RECITALS

- A. Grantor is the Owner of real property legally described on Exhibit 'A' attached hereto and incorporated herein by this reference ("Grantor's Property").
- B. Grantee is the Owner of certain real property legally described on Exhibit 'B' attached hereto and incorporated herein by this reference ("Grantee's Property").
- C. Grantee desires access to the Grantor's Property for the purpose of accessing Grantee's Property.

AGREEMENT

NOW, THEREFORE, Grantor hereby grants to Grantee an easement for ingress and egress to, on, and over the Grantor's Property for the purpose of accessing Grantee's Property, subject to the following terms and conditions:

Term. This Easement shall commence immediately upon execution by all parties and shall run with the land.

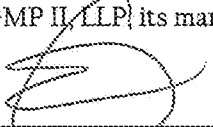
Access. Grantee shall have the right to ingress and egress to and from Grantor's property for the sole purpose of accessing Grantee's Property. Grantee shall use Grantor's Property for entering and exiting only and will not interfere with or obstruct Grantors Property. Grantee agrees to pay for all damages caused to land, driveways, fences, or personal property of the Grantor from the use of said Easement. Grantor, its heirs or assigns, may use and enjoy the Grantor's Property, provided such use shall not, in the judgement of Grantee, interfere with the right to ingress and egress from said land. In addition thereto, Grantor, its heirs or assigns, shall not cause to erect or build any building or structure, over, under, upon or across the above described real estate which, in the judgement of Grantee, interferes or obstructs the free use of said easement rights herein conveyed.

Hold Harmless. Grantor shall not be responsible for any injuries to Grantee's employees, agents or property occurring as a result of Grantee's conduct hereunder, and Grantee shall indemnify and hold Grantor harmless from all such injuries or damage. In addition to the foregoing, Grantee, their heirs, successors and/or assigns agree to pay for any and all damage caused to land, fences, or personal property of the Grantor from the use of said easement.

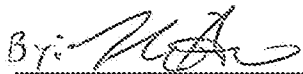
Succession. Grantor acknowledges that the easement granted herein is granted with the expressed understanding that it may be used by Grantee and Grantee's agents, successors and assigns, as appurtenant to Grantee's Property and every part thereof, and in conjunction with the use by Grantee and its agents, successors and assigns. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties to it.

Miscellaneous. This Agreement constitutes the entire agreement and understanding between the Grantor and Grantee, superseding all earlier agreements or representations, written or oral. Any change or amendment to this Agreement shall be effective only if it is in writing and signed by both the Grantor and Grantee. Any waiver of the terms of this Agreement or breach of this Agreement will not be deemed to be a waiver of any subsequent failure to strictly comply with the terms of this Agreement. If any provision is held invalid, the remaining provisions of this Agreement shall remain in full force and effect as if that invalid provision had not been included in this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. All terms and conditions included herein shall run with the land and are binding on each party hereto, their successors and assigns.

GRANTOR:
SUMMIT AG FUND II, LLP
BY AGMP II, LLP, its managing partner

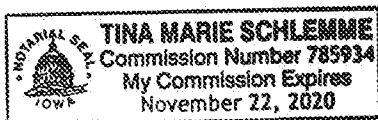
By: 
ERIC PETERSON, Vice President

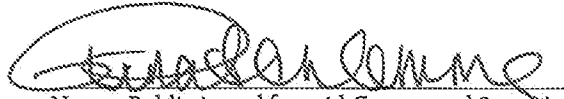
GRANTEE:
SKP LAND, LLC

By: 
Nicholas Shaver, MANAGER

STATE OF IOWA, HARDIN COUNTY) SS:

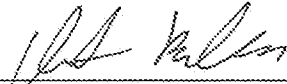
On this 28 day of September, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared ERIC PETERSON, to me personally known, who, being by me duly sworn or affirmed did say that that person is Vice President of AGMP II, LLP, Managing Partner of said SUMMIT AG FUND II, LLP and that said instrument was signed on behalf of SUMMIT AG FUND II, LLP by authority of its Managers and ERIC PETERSON acknowledged the execution of said instrument to be the voluntary act and deed of said SUMMIT AG FUND II, LLP




Notary Public in and for said County and State

STATE OF Iowa, Black Hawk COUNTY) SS:

On this 25 day of September, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared Maria Shreve, to me known to be the person named in and who executed the foregoing instrument and acknowledged the execution of said instrument to be her voluntary act and deed.



Notary Public in and for said County and State

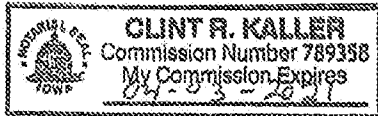


Exhibit "A"
(Grantor's Property)

The east 30 feet of the of the West Half of the Northeast Quarter of Section 24 Township 90N, Range 12
West of the Fifth Principal Meridian, Black Hawk County, Iowa

Exhibit "B"
(Grantee's Property)

Parcel "C" of plat of survey Doc #2021-4314 of part of the NW $\frac{1}{4}$ and Part of the NE $\frac{1}{4}$ and Part of the SE $\frac{1}{4}$ of Section 24, Township 90 North, Range 12 West of the 5th PM, Black Hawk County, Iowa.

Exhibit "C"

