BK: 6807 PG: 759
Recorded: 9/24/2026 at 10:02:06.0 AM
County Recording Fee: $42.00
Iowa E-Filing Fee: $3.78
Combined Fee: $45.78
Revenue Tax: $0.00
Kim Painter RECORDER
Johnson County, Iowa

Prepared by and return document to: Michael S. Vervaecke, Hayek, Moreland & Smith, L.L.P., 120 East Washington Street, Iowa City, IA 52240; Phone: 319-337-9606; Email: mvervaecke@hayek-law.com

---

INGRESS AND EGRESS EASEMENT AGREEMENT REGARDING

"PARCEL I" **THE EAST 50 FEET OF THE NORTH HALF OF LOT 3, EXCEPT 5 FEET OFF THE EAST SIDE THEREOF FOR RIGHT OF WAY, IN BLOCK 37, IN IOWA CITY, IOWA, ACCORDING TO THE RECORDED PLAT THEREOF.**

AND

FIVE (5) FEET OFF THE EAST SIDE OF THE EAST FIFTY (50) FEET OF THE NORTH HALF OF LOT THREE (3), IN BLOCK THIRTY-SEVEN (37) IN IOWA CITY, IOWA, ACCORDING TO THE RECORDED PLAT THEREOF.

"PARCEL II" **THE WEST FIVE FEET OF LOT 2 IN BLOCK 37, IOWA CITY, IOWA, ACCORDING TO THE RECORDED PLAT THEREOF, SUBJECT TO EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD.**

"PARCEL III" **THIRTY-SEVEN AND ONE-HALF FEET OFF THE NORTH END OF LOTS 1 AND 2, EXCEPTING 5 FEET OFF THE WEST SIDE OF SAID LOT 2, IN BLOCK 37, IOWA CITY, IOWA, ACCORDING TO THE RECORDED PLAT THEREOF.**

1. **Parties Identified**. This Agreement is among:

"Estate"	Cheryl L. Peterson, Administrator of the Estate of Marlin R. Ingalls, Deceased, Johnson County Probate No. ESPR036926;
"I.C. Rentals"	I.C. Rentals, L.C., an Iowa limited liability company; and
"Nelson"	Collectively John O. Nelson and Karen Degroot, a married couple.

2. **Properties Identified and Ingress-Egress Area Identified**.

A. Estate owns Parcel I, Nelson owns Parcel II, and I.C. Rentals owns Parcel III, as described in the above caption.

B. Parcels I, II, and III are adjacent and starting with Parcel I, Parcel II lies east of Parcel I, and Parcel III lies east of Parcel II.

C. There is currently an ingress-egress area running South and Southwesterly off of East Davenport Street across Parcels II and III. The ingress-egress area consists of a portion of a parking lot on Parcel III and a driveway located upon Parcel II and Parcel III, which accesses Parcel I. The ingress-egress area is identified on the attached Survey dated January 7, 2026, and filed January 8, 2026, in Book 69 at Page 188 labeled "Existing Ingress-Egress Area" and marked as Exhibit "A".

3. **Consideration**. The parties acknowledge the receipt and sufficiency of good and valuable consideration.

4. **Existing Ingress-Egress Easement Confirmed**. An existing ingress-egress easement was created and granted and by the execution of this document, there is confirmed the creation and grant of a nonexclusive easement over Parcel II and Parcel III upon the following terms and conditions:

A. The easement is over the Existing Ingress-Egress Area, which runs in a Southerly and Southwesterly fashion off of East Davenport Street across Parcel III and Parcel II to Parcel I. The Existing Ingress-Egress Area consists of a portion of a parking lot on Parcel III and a driveway over Parcel III and Parcel II leading to Parcel I.

B. The Existing Ingress-Egress Area is a nonexclusive easement for the benefit of Parcels I, II, and III for the purposes of ingress and egress.

C. Neither party shall use the Existing Ingress-Egress Area for any purpose which restricts or inhibits the right or privilege of others to use the

Existing Ingress-Egress Area or for any purpose which impairs the ability of a party to have full access to such party's property or the improvements located upon such party's property.

D. The parties shall not allow a vehicle or other object to stand upon or be parked in such a fashion as to deny access in the driveway area. However, the owners of Parcel II and III shall be allowed to utilize the portion of the Existing Ingress-Egress Area, which is the parking lot, in a manner that does not limit or deny access to Parcel I by owner of Parcel I.

E. The owner of Parcel I shall have the rights of constructing, reconstructing, repairing, and maintaining the area of the driveway located upon Parcel II and Parcel III, that is a part of the Existing Ingress-Egress Area, including providing for dust control, snow and ice removal and control, grading, provision for drainage, mowing, and installation, repair and maintenance of gravel and paving.

Any costs associated with respect to the above shall be paid by the owner of Parcel I.

F. In the event damage is caused to the Existing Ingress-Egress Area, then the party causing such damage shall be responsible for all expenses required to repair the damage.

G. No fence or a gate shall be installed which will impair or inhibit the use of the Existing Ingress-Egress Area.

5. **Nature of Easement**. The easement is permanent and perpetual and is a covenant running with the lands.

6. **Obligations to Deal Fairly**. There is imposed upon the owners of the Parcels an obligation to deal fairly and in good faith with one another.

7. **Binding Effect**. This agreement is binding upon and inures to the benefit of successors and assigns.

8. **Captions**. Captions are for convenience and shall not affect interpretation.

9. **Governing Law**. This agreement shall be governed by the laws of Iowa.

10. **Indemnification**. The parties shall indemnify, defend, and hold harmless the other parties from all costs, losses, liabilities, claims, penalties, or expenses including reasonable attorney fees imposed upon or incurred by or asserted against the other parties by reason of:

A. any failure on the part of a party to perform or comply with any of the terms of the Agreement;

B. an enforcement or remedial action taken by a party in the event of a failure to perform or comply with the terms of this Agreement by the other party; or

C. any litigation, negotiation, or transaction in which the other party becomes involved without that party's fault respecting this Agreement, the properties or the use or occupancy thereof.

11. **Waiver**. A waiver of any breach shall not be considered to be a waiver of any other or subsequent breach.

12. **Cancellation of Prior Driveway Easements**. This Agreement cancels all prior driveway easements, whether recorded or unrecorded, with respect to the Existing Driveway.

13. **Execution**. This Agreement is executed upon attached signature pages.

The balance of this page has been intentionally left blank.

SIGNATURE PAGE
TO
INGRESS AND EGRESS EASEMENT AGREEMENT

"Estate"

Cheryl L. Peterson Dated: 9.22.2026

Cheryl L. Peterson, Administrator of the Estate of Marlin R. Ingalls, Deceased, Johnson County Probate No. ESPR036926

STATE OF IOWA, COUNTY OF Polk) ss:

On this 22nd day of September, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **Cheryl L. Peterson, Administrator of the Estate of Marlin R. Ingalls, Deceased, Johnson County Probate No. ESPR036926,** to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

NOTARIAL SEAL IOWA
REBECA MARTINEZ-ARIAS
Commission Number 856229
My Comm. Expires 05/24/2027

Notary Public in and for said State

SIGNATURE PAGE
TO
INGRESS AND EGRESS EASEMENT AGREEMENT

"I.C. Rentals"

I.C. Rentals, L.C.

By: John O Nelson Dated: 4-21-26
John O. Nelson, President and Manager

STATE OF ~~Iowa~~ Colorado, ~~Johnson~~ Denver COUNTY, ss:

On this 21st day of April, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **John O. Nelson** to me personally known, who being by me duly sworn, did say that he is the President and Manager of **I.C. Rentals, L.C.** executing the within and foregoing instrument; that said instrument was signed on behalf of **I.C. Rentals, L.C.**, by authority of its Managers and Members; and that **John O. Nelson** as President and Manager acknowledged execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

RACHEL SACK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184007887
MY COMMISSION EXPIRES 02/17/2030

Rachel D Sack
Notary Public in and for said State

SIGNATURE PAGE
TO
INGRESS AND EGRESS EASEMENT AGREEMENT

"Nelson"

John O Nelson Dated: 4/21/26

John O. Nelson

Karen DeGroot Dated: 4/21/2026

Karen Degroot

STATE OF ~~Iowa~~ Colorado, ~~Johnson~~ Denver COUNTY, ss:

On this 21st day of April, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **John O. Nelson, spouse of Karen Degroot,** to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

RACHEL SACK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184007887
MY COMMISSION EXPIRES 02/17/2030

Rachel D Sack
Notary Public in and for said State

STATE OF Colorado, Denver COUNTY, ss:

On this 21st day of April, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **Karen Degroot, spouse of John O. Nelson,** to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

RACHEL SACK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184007887
MY COMMISSION EXPIRES 02/17/2030

Rachel D Sack
Notary Public in and for said State

CASH

INDEX LEGEND

LOCATION: LOT 3, BLOCK 37
ORIGINAL MAP OF IOWA CITY
REQUESTOR: KIMBERLY BOCKENSTEDT
PROPRIETOR: MARLIN R. INGALLS
SURVEYOR: J. SCOTT RITTER, PLS #16546
COMPANY: HART-FREDERICK CONSULTANTS P.C.
510 STATE ST. PO BOX 560 TIFFIN, IA 52340
RETURN TO: sritter@hart-frederick.com (319) 545-7215

EXHIBIT "A"

Doc ID: 032638370001 Type: PLA
Kind: SURVEY
Recorded: 01/08/2026 at 08:10:30 AM
Fee Amt: $7.00 Page 1 of 1
Johnson County Iowa
Kim Painter County Recorder
BK 69 PG 188

"EXISTING INGRESS-EGRESS AREA"

HART-FREDERICK CONSULTANTS P.C.
www.hart-frederick.com
510 State Street P.O. Box 560 TIFFIN, IOWA 52340-0560 Phone: (319) 545-7215 www.hart-frederick.com

JOHNSON STREET

DESCRIPTION OF RECORD
The east 50 feet of the north half of Lot 3, except 5 feet off the east side thereof for right of way, in Iowa City, Iowa, according to the recorded plat thereof.

REFERENCE DISTANCES
BUILDING TO PARCEL LINES
4.4' PORCH TO NORTH LINE
2.4' HOUSE TO EAST LINE
10.4' HOUSE TO WEST LINE
14.4' GARAGE TO EAST LINE
4.9' GARAGE TO SOUTH LINE
5.6' GARAGE TO WEST LINE

S 00°48'37" E 321.19'(M) 320'(R) S 00°48'20" E 321.32'(R)
S 00°45'59" E 320.52'(M) 320'(R)
150.26'
150.29'
80'(R)
80.25'(M) 80'(R)

DAVENPORT STREET 80' R.O.W.
BACK OF CURB
WALL
PORCH
HOUSE
GARAGE
N 89°21'05" W 321.39'(M) 320'(R)
N 89°21'05" W 321.27'(M) 320'(R)
S 89°21'05" W 321.27'(M) 320'(R)
N 00°45'51" W 75.17'(M) 75'(R)
36.96'(M) 37.50'(R)
38.17'(M) 37.50'(R)
79.36'(M) 80'(R)
79.37'(M) 80'(R)
80.57'(M) 80'(R)
80.59'(M) 80'(R)
80.67'(M) 80'(R)
45.52'(M) 45'(R)
30.29'(M) 30'(R)
30.39'(M) 30'(R)

20' ALLEY
S 89°20'29" W 321.21'(M) 320'(R)
N 89°20'29" E 321.19'(M) 320'(R)

LEGEND
SET 5/8" IRON ROD W/RED CAP #16546
FOUND 5/8" IRON ROD
CUT "X" IN CONCRETE
FOUND PIPE
FOUND SQUARE IRON ROD
FOUND 1/2" IRON ROD
RECORDED DIMENSIONS
MEASURED DIMENSIONS
PROPERTY/BOUNDARY LINES
CENTER LINES
LOT LINES PLATTED
USED LINES
EXISTING FENCE
BUILDINGS
CONCRETE SURFACE
GRAVEL SURFACE

BLOOMINGTON STREET 80' R.O.W.
S 89°19'15" W 321.07'(M) 320'(R)
80.29'(M) 80'(R)

Scale 1" = 40'

NUMBER	DIRECTION	DISTANCE	
L1	S 00°34'54" E	75.16'	75'

5' STRIP OF GROUND
LAST KNOWN OWNER
ANNA SCHMIDT
BK. 137, PG. 120

5' STRIP OF GROUND
LAST KNOWN OWNER
MARY ELLEN HUMMER
BK. 31, PG. 515

5' STRIP OF GROUND
LAST KNOWN OWNER
YOUTH HOMES, INC.
BK. 1264, PG. 126

78.19'(M) 75'(R)
150.38'
N 00°48'45" W 320.76'(M) 320'(R)
VANBUREN STREET
80'(R)
79.79'(M) 80'(R)
N 00°51'02" W 322.01'(M) S 00°14'14" W 322.01'(R)

ORIGINAL MAP OF IOWA CITY BK. 1, PG. 116

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.

J. Scott Ritter, P.L.S. Date 1/7/26
Iowa License Number: 16546
My license renewal date is December 31, 2026.
Pages covered by this seal: THIS SHEET ONLY

PROFESSIONAL LAND SURVEYOR J. SCOTT RITTER 16546 IOWA

PLAT OF SURVEY
RETRACEMENT
PART OF LOT 3, BLOCK 37
OF THE
ORIGINAL MAP OF IOWA CITY
IOWA CITY, IOWA

DATE: 12/25	DRN: JSR	APP:
FLD BK: GPS	PROJ. NO: 25????	