



Document 2023 2439

Book 2023 Page 2439 Type 06 001 Pages 4

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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

**INGRESS EGRESS EASEMENT
Recorder's Cover Sheet**

Preparer Information: (name, address and phone number)

Adam Doll, 1009 Main Street, Adel, IA 50003, Phone: (515) 993-4545

Taxpayer Information: (name and complete address)

TBI Enterprises, LLC
1968 105th Street
Earlham, IA 50072

Return Document To: (name and complete address)

Adam Doll, 1009 Main Street, Adel, IA 50003

Grantors:

TBI Enterprises, LLC

Grantees:

TBI Enterprises, LLC

Legal Description: See Page 2

Document or instrument number of previously recorded documents: N/A

INGRESS-EGRESS EASEMENT

Now on this 24 day August, 2023, TBI Enterprises, LLC, an Iowa limited liability company ("Grantor") being the owner of Lot One (1) in Quinn's Gate, a subdivision in Section Twenty-three (23), Township Seventy-seven (77) North of Range Twenty-eight (28), Madison County, Iowa, and TBI Enterprises, LLC ("Grantee") being the owner of Outlot A of Quinn's Gate subdivision in Section 23-77-28 Madison County, Iowa, have agreed to an ingress/egress easement over Grantor's real estate described above for the benefit of Grantee's real estate described above.

The parties have agreed to reduce this agreement to writing and state as follows:

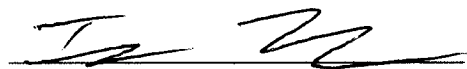
1. Grantor. TBI Enterprises, LLC is the owner of Lot One (1) in Quinn's Gate subdivision in Section Twenty-three (23), Township Seventy-seven (77) North of Range Twenty-eight (28), Madison County.
2. Grantee. TBI Enterprises, LLC ("Grantee") is the owner of Outlot A of Quinn's Gate subdivision in Twenty-three (23), Township Seventy-seven (77) North of Range Twenty-eight (28), Madison County, Iowa.
3. Easement Area. For One Dollar (\$1.00) and other good and valuable consideration, Grantor hereby provides to Grantee an ingress/egress easement over the area legally described as shown on the attached Final Plat. This area shall be known as the "Easement Area".
4. Maintenance. The Grantor shall be responsible for all maintenance and repairs, and any costs of said maintenance and repairs over the Easement Area.
5. Erection of Structures Prohibited. Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Area without obtaining prior written consent of the Grantee.
6. Change in Grade Prohibited. Grantor and their successors and assigns shall not substantially change the grade elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
7. Right of Access. The Grantee and their invitees shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected in the Easement Area.

8. Easement Runs with Land. This Easement shall be deemed to run with the land and shall be binding upon both Grantor's and on Grantee's heirs, successors and assigns.
9. Jurisdiction and Venue. The Grantee and the Grantor agree the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties consent to the jurisdiction of the person being in Madison County, Iowa.
10. Attorney's fees. Either party may enforce this Easement by appropriate action, and the prevailing party in any litigation shall be entitled to recover as part of their costs the reasonable attorney's fees incurred in such litigation.
11. Non-Merger. TBI Enterprises, LLC currently owns all lots within the Quinn's Gate subdivision. The merger doctrine shall expressly not apply to this easement and this easement shall remain effective despite the ownership being the same. TBI Enterprises, LLC will be selling lots and it is necessary to create such easements now. Any future owner of Lot 1 shall be on notice that this easement shall remain effective and the merger doctrine shall not apply.

Grantor does HEREBY COVENANT with the Grantee that (i) Grantor holds said real estate described in the Easement Area by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said Easement area against the claims of all persons whomsoever.

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

Signed this 24 day of August, 2023.



TBI Enterprises, LLC, by Isaac

Tessmer as its Manager, GRANTOR

8-24-2023

Date

IT

8-24-2023

TBI Enterprises, LLC, by Isaac

Date

Tessmer as its Manager, GRANTEE

STATE OF IOWA, COUNTY OF DALLAS

This record was acknowledged before me on August 24, 2023,
by Isaac Tessmer as Manager of TBI Enterprises, as Grantor and Grantee.

Anna Shoeman
Signature of Notary Public

