



Document 2023 2440

Book 2023 Page 2440 Type 06 001 Pages 5
Date 10/03/2023 Time 1:40:01PM
Rec Amt \$27.00

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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)

Carl Tessmer & Sara Tessmer
1840 137th Lane
Earlham, IA 50072

Return Document To: (name and complete address)

Adam Doll, 1009 Main Street, Adel, IA 50003

Grantors:

Carl Tessmer & Sara Tessmer

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, Carl Tessmer and Sara Tessmer, husband and wife ("Grantors") being the owner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) 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:

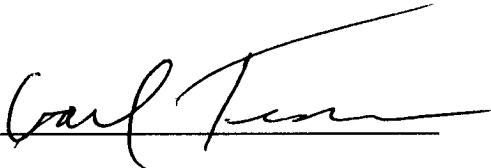
1. Grantor. Carl Tessmer and Sara Tessmer, husband and wife are the owners of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) in Section Twenty-three (23), Township Seventy-seven (77) North of Range Twenty-eight (28), Madison County.
2. Grantee. TBI Enterprises, LLC ("Grantee") is the owner of Outlot A of Quinn's Gate subdivision, 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 west 627.02 feet the north 30 feet of Grantor's real estate described above. This area shall be known as the "Easement Area". See attached Exhibit A for full details of easement location.
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.

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.

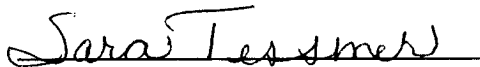
Signed this 24th day of August, 2023.



Carl Tessmer

8-24-23

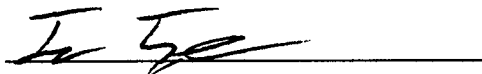
Date



Sara Tessmer

8-24-23

Date



TBI Enterprises, LLC, by Isaac

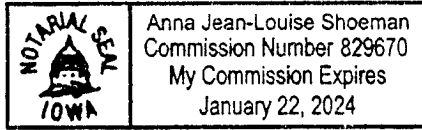
8-24-2023

Date

Tessmer as its Manager

STATE OF IOWA, COUNTY OF DALLAS

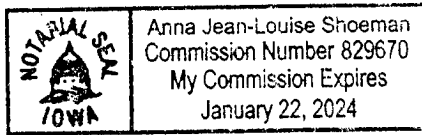
This record was acknowledged before me on August 24, 2023,
by Carl Tessmer.



Anna Shoeman
Signature of Notary Public

STATE OF IOWA, COUNTY OF DALLAS

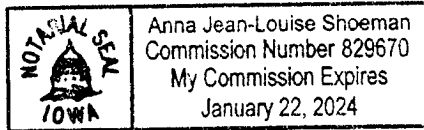
This record was acknowledged before me on August 24, 2023,
by Sara Tessmer.



Anna Shoeman
Signature of Notary Public

STATE OF IOWA, COUNTY OF DALLAS

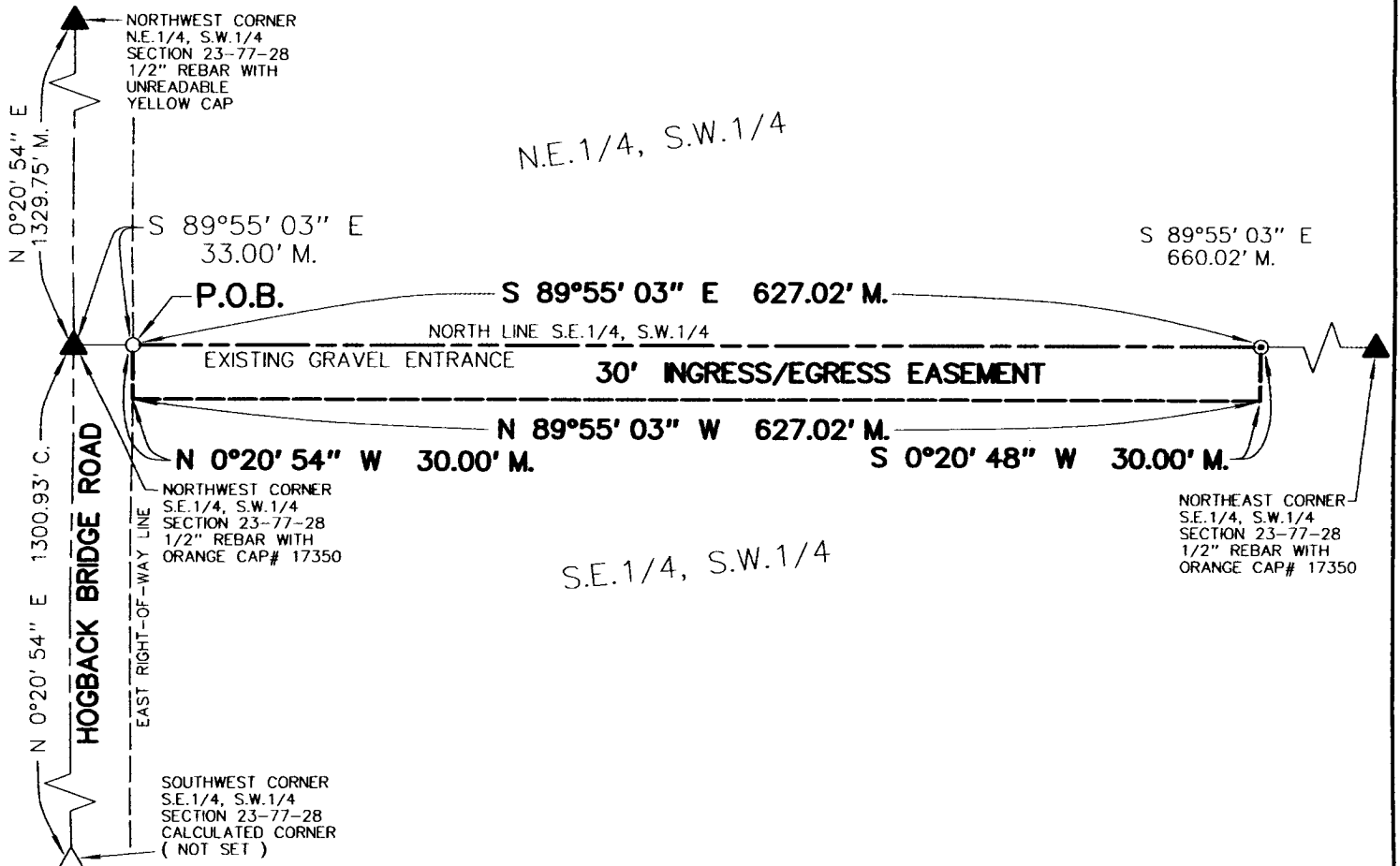
This record was acknowledged before me on August 24, 2023,
by Isaac Tessmer as Manager of TBI Enterprises, LLC.



Anna Shoeman
Signature of Notary Public

EXHIBIT "A"

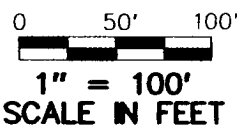
SURVEYED: 8-16-23



LEGAL DESCRIPTION FOR 30 FOOT WIDE INGRESS/EGRESS EASEMENT:

A 30 FOOT WIDE INGRESS/EGRESS EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 5TH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA; THENCE S 89°55' 03" E 33.00 FEET ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HOGBACK BRIDGE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE S 89°55' 03" E 627.02 FEET; THENCE S 0°20' 48" W 30.00 FEET; THENCE N 89°55' 03" W 627.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID HOGBACK BRIDGE ROAD; THENCE ALONG SAID EAST LINE N 0°20' 54" E 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.431 ACRES (18,810 Sq.Ft.) MORE OR LESS.

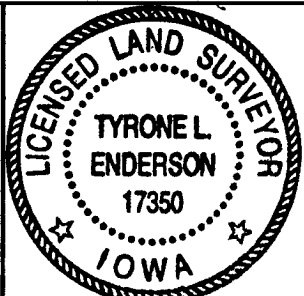


SURVEYOR'S NOTE:

- 1) ACQUIRED LOCATIONS AND BEARINGS USING A 2012 SOKKIA GRX 1 G.P.S. NAD83 SOUTH IOWA DATUM

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Tyrone L. Anderson
 TYRONE L. ENDERSON IOWA LIC. NO. 17350 DATE 8-20-23
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024.
 PAGES CERTIFIED ONE



LEGEND

- ▲ SECTION CORNER FOUND
- ⊙ FOUND 1/2" REBAR WITH ORANGE CAP# 17350
- SET 1/2" REBAR WITH ORANGE CAP# 17350
- P.O.B. POINT OF BEGINNING
- M. MEASURED
- C. CALCULATED