

mailed 8/16/26

Goose Bottom LTD  
1184 Vine Ave  
Riverside, IA 52327

August 1 2026

Teyobesta Tewabe  
2168 Glen Oaks Dr  
Coralville, IA 52241

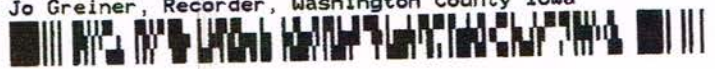
Per easement agreement to maintain driveway  
3 loads of roadstone and hauling  
Tractor and blade to level roadstone

|                   |         |
|-------------------|---------|
| Total             | 1522.59 |
| Goose Bottom half | 761.30  |
| Tewabe half       | 761.29  |

Due by September 10 2026

Ron Sexton  
Director





COPY

Goose Bottom

Prepared by and after recording return to:

David W. Kubicek  
Simmons Perrine Moyer Bergman PLC

115 Third St. SE, Ste 1200  
Cedar Rapids, IA 52401

319-366-7641

### INGRESS AND EGRESS EASEMENTS (the "Agreement")

WHEREAS, Goose Bottom Ltd. ("Grantor") is the owner in fee simple of the property described in Exhibit A, attached hereto and by this reference made a part hereof ("Grantor's Property").

WHEREAS, Bonnie Thomann, Gail Hunter and Linda Aldridge ("Grantees") are the owners in fee simple of the property described in Exhibit B, attached hereto and by this reference made a part hereof ("Grantees' Property").

WHEREAS, Grantees currently have access to the Grantees' Property over and across the Grantor's Property and the parties hereto would now like to alter the existing access road and reduce their agreement for future access to writing.

WHEREAS, Exhibit C, attached hereto and by this reference made a part hereof, is a drawing showing the modified access, showing the exclusive and non-exclusive portions thereof, over and across Grantor's Property to Grantees' Property ("Access Easement"). The first page of Exhibit C describes the Access Easement from the south right of way line of Iowa Primary Road No. 22 to the west line of Grantee's Property. The second page of Exhibit C describes the Access Easement across the abandoned railroad right of way and connects the north and south portions of Grantees' Property.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between Grantor and Grantees as follows:

1. Recitals. The above recitals are incorporated into this Agreement.
2. Grant of Easement. In consideration of one dollar and other good and valuable consideration, Grantor hereby grants, assigns and sets over unto Grantees and their

successors, assigns and tenants, a permanent easement and right-of-way for ingress and egress over and across Grantor's Property from the public road (State Highway Number 22) to Grantees' Property and across the abandoned railroad right of way connecting the north and south portions of Grantees' Property. The Access Easement is subject to the rights of Iowa Electric Company and its successors in interest, pursuant to the agreement dated November 11, 1916 and filed for record on March 22, 1917 in Miscellaneous Record 8 at page 551 of the records of the Washington County, Iowa, Recorder, as shown as "DHE" on Exhibit C. The northern portion of the Access Easement, being that portion of the Access Easement lying northerly of the south line of the existing drive as shown on Exhibit C (such northern portion commencing at about the south line of the abandoned railroad right of way and just north of L3 and L8, both as shown on Exhibit C), shall be non-exclusive, ("Non-Exclusive Easement") and the remainder of the Access Easement, shall be exclusively for the benefit of Grantees ("Exclusive Easement") except that Grantor and its successors, assigns and their tenants and guests may also travel over and across the Exclusive Easement from time to time in connection with the use of Grantor's Property.

3. Use of the Easement. Grantees and their tenants and guests may use the Access Easement for ingress and egress to and from the Grantees' Property. All lawful uses of the easement for ingress and egress related to the lawful use of Grantees' Property are permitted pursuant to this Agreement.

4. Location and Size of Easement. The Access Easement is located over and across the Grantor's Property and shall be 20 feet wide, all as shown in said Exhibit C.

5. Maintenance of Access Easement. Grantor and Grantees shall share equally in the cost of maintaining the Non-Exclusive Easement, including grading, repairs and spreading additional rock that may be reasonably necessary to maintain the Non-Exclusive Easement in its current condition. Grantees shall pay for all the costs necessary to construct and maintain the Exclusive Easement. Construction and maintenance of the Exclusive Easement shall be solely in the discretion of Grantees except that Grantees agree that the Grantor and its successors, assigns and their tenants and guests to pass over it from time to time. Neither party hereto shall be responsible for snow removal. Grantor and Grantees agree that any damage to the Non-Exclusive Easement caused by a party hereto or a guest of such party shall be repaired by such party at that party's sole expense. Any damage to the Exclusive Easement caused by the Grantor or its guests shall be repaired by the Grantor at its expense. The parties agree that if weather-related events warrant road restrictions to maintain the Non-Exclusive Easement in its current condition, both parties agree to comply with such restrictions on the Non-Exclusive Easement. Grantees may establish similar road restrictions on the Exclusive Easement in the event such restrictions are reasonably necessary to protect the Exclusive Easement from damages.

6. Gate. The parties agree that they will lock the gate at the northern end of the Access Easement when leaving their property.

7a. Insurance. Grantor and Grantee shall both maintain liability insurance insuring both parties from all claims, demands or actions for injury to or death of any person in an amount of not less than \$1,000,000, and for injury to, or death of more than one person in any one occurrence in an amount of not less than \$2,000,000.00, and for damage to property in an amount of not less than \$50,000, made by, or on behalf of, any person or persons, firm or corporation arising from, related to or connected with the Access Easement. Such insurance shall not be subject to cancellation except after at least thirty (30) days written notice to both Grantor and Grantee. Said insurance shall comprehend full coverage of the indemnity set forth in Section 8 hereof.

7b. Mutual Waiver of Subrogation Rights. Whenever (a) any loss, cost, damage or expense resulting from any casualty or occurrence is incurred by either of the parties to this Agreement, or anyone claiming by, through, or under such party in connection with the Access Easement, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or is required under this Agreement to be so insured, then the party so insured (or so required) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (except that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

8. Hold Harmless and Indemnity.

a. Indemnity, Grantees

Grantees shall protect, indemnify and save harmless Grantor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Grantor by reason of:

- (i) Any accident, injury to or death of persons or loss of or damage to property occurring on or about the Access Easement resulting from any act or omission of Grantees or Grantees' employees, agents, representatives, customers or invitees, or anyone claiming by through or under Grantees.

b. Indemnity, Grantor

Grantor shall protect, indemnify and save harmless Grantees from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Grantees by reason of:

(ii) Any accident, injury to or death of persons or loss of or damage to property occurring on or about the Access Easement resulting from any act or omission of Grantor or Grantor's employees, agents, representatives, customers or invitees, or anyone claiming by through or under Grantor.

9. Default; Remedies; No Waiver of Rights.

a. Default and Remedies Non-Exclusive. If a default is made by either party in the performance or observance of any of the covenants and conditions herein contained, each party shall have each and every remedy afforded it by law.

b. No Waiver of Rights. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach to the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

10. Mutual Disclaimer. Grantor disclaims all right, title and interest in and to Grantees' Property and Grantees disclaim all right, title and interest in and to Grantor's Property, except as provided in this Agreement. The parties agree that the easement for ingress and egress set forth in the deed filed for record on March 31, 1944 in LD 63 at page 254 of the records of the Washington County, Iowa, Recorder is hereby terminated and is replaced by this Agreement.

11. No Obstruction of Easement. Neither of the parties hereto shall obstruct the Access Easement so as to prevent its use by the other party.

12. Term of Easement. This easement shall be perpetual.

13. Notice. Whenever in this Agreement it shall be required or permitted that notice be given by any party hereto to the other, such notice shall be given by personal delivery or by certified or registered mail, and any notice so sent shall be deemed to have been given when delivered or on the date that the same is deposited in the United States mail, postage prepaid. Mailed notices shall be addressed to the parties at the following addresses, or at such other address as a party may hereafter designate by written notice to the other party.

To Grantor            Goose Bottom Ltd  
                             c/o Ron Sexton  
                             1184 Vine Avenue  
                             Riverside, IA 52327

To Grantee             Bonnie Thomann  
                             3130 202<sup>nd</sup> Street  
                             Ainsworth, IA 52201

With Copies to:      Gail Hunter  
                             9825 28<sup>th</sup> Avenue  
                             Batavia, IA 52533

                             Linda Aldridge  
                             P.O. Box 219  
                             2029 E. 500 Rd.  
                             Lecompton, KS 66050

The names and/or addresses for the purpose of this paragraph may be changed by giving notice of such change in the manner provided herein for the giving of notice. Unless and until such written notice is received, the last name and address stated herein shall be deemed to continue in effect for all purposes.

14. Miscellaneous.

a. Effect of Captions. The captions preceding the numbered or lettered paragraphs hereof shall be deemed and construed to be informative only and shall have no legal effect upon the interpretations of the terms and conditions of this Agreement.

b. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of Iowa.

c. Covenants Binding on Successors. This Agreement and all of the covenants and conditions herein contained shall be binding upon the parties hereto and their respective successors and assigns and shall run with the land described in said Exhibits A and B.

d. Time is of the Essence. Time is of the essence of this Agreement and all provisions herein relating thereto shall be strictly construed.

e. Agreement Interpretation. The parties agree that the provisions of this Agreement have been fairly negotiated between the parties hereto and have been

drafted accordingly. This Agreement shall not be construed in favor of or against any party.

f. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be deemed an original and which together shall constitute one and the same instrument.

g. Entire Agreement. This Agreement supersedes all prior agreements between the parties with regard to the subject matter hereof, and there are no other understandings or agreements between them. This Agreement can only be modified by a written instrument signed by the parties hereto.

**(REMAINDER OF THIS PAGE IS BLANK)**

IN WITNESS WHEREOF, the undersigned has affixed his signature to this Agreement for Ingress and Egress Easements on this 30<sup>th</sup> day of August, 2019.

Goose Bottom Ltd.

By: Andrew Hora  
Andrew Hora, President

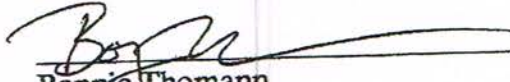
STATE OF IOWA )  
COUNTY OF Washington ) ss:

This instrument was acknowledged before me on August 30<sup>th</sup>, 2019, by Andrew Hora, as President of Goose Bottom Ltd.

Tina M. Thomas  
Notary Public - State of Iowa  
My Commission Expires: 1-30-2021

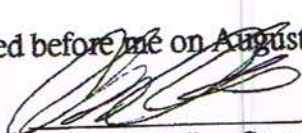


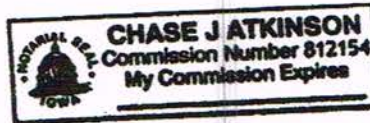
IN WITNESS WHEREOF, the undersigned has affixed her signature to this Agreement for Ingress and Egress Easements on this 28 day of August, 2019.

  
Bonnie Thomann

STATE OF IOWA                    )  
COUNTY OF Johnson        ) ss:

This instrument was acknowledged before me on August 28, 2019 by Bonnie Thomann.

  
Notary Public - State of Iowa  
My Commission Expires: 8-14-21



IN WITNESS WHEREOF, the undersigned has affixed her signature to this Agreement for Ingress and Egress Easements on this 30 day of August, 2019.

Gail Hunter  
Gail Hunter

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF Jackson )

This instrument was acknowledged before me on August 30, 2019, by Gail Hunter.



Lisa Martin  
Notary Public - State of Iowa  
My Commission Expires: Sept 25, 2020

IN WITNESS WHEREOF, the undersigned has affixed her signature to this Agreement for Ingress and Egress Easements on this 28 day of August, 2019.

Linda Aldridge  
Linda Aldridge

STATE OF Kansas )  
 ) ss:  
COUNTY OF Douglas )

This instrument was acknowledged before me on August 28<sup>th</sup>, 2019, by Linda Aldridge.



Lynley Sanford  
Notary Public - State of Kansas  
My Commission Expires: 12/27/2019

Ingress and Egress Easements  
Exhibit A  
Property Owned by Goose Bottom Ltd.

The East 50 feet of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4); also Government Lot three (3); and the West 16 acres of Government Lot four (4); all of the foregoing described real estate being situated in Section Number Eleven (11), in Township Number Seventy-seven (77) North, of Range Number Six (6) West of the Fifth (5<sup>th</sup>) Principal Meridian, in Washington County, Iowa;

and,

A strip of land 100 feet in width, being 50 feet on each side of the center line of abandoned main track of the Chicago, Rock Island & Pacific Railway Company lying in the S 1/2 of the SE 1/4 of the NE 1/4 of Section 11 and extending easterly in the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 12 to center thread of Iowa River; excepting from said tract that portion thereof lying in the West 16 acres of the SE 1/4 of the NE 1/4 of Section 11; all in Township 77 North Range 6 West of the 5<sup>th</sup> PM, in Washington County, Iowa containing 2.35 acres more or less.

EXHIBIT B

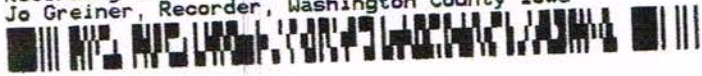
The following described real estate situated in Washington County, to wit:

Commencing at the Southeast corner of the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 11, Township 77 North, Range 6 West of the 5<sup>th</sup> P.M., thence South to the English River; thence Northeasterly following the channel of the English River to the East line of Section 11; thence Northerly along the section line to the intersection of said line with the North line of Government Lot 5, in said Section 11; thence West on the north line of said Government Lot 5 to the point of beginning. Also Government Lot 4 except for the west 16 acres thereof and further excepting the abandoned railroad Right-of-Way, in Section 11, Township 77 North, Range 6 West of the 5<sup>th</sup> P.M., Washington County, Iowa;

AND

The West Quarter (W  $\frac{1}{4}$ ) of Section 12, North of the English River and West of the Iowa River, except for the abandoned railroad Right-of-Way, Township 77 North, Range 6 West of the 5<sup>th</sup> P.M., Washington County, Iowa.

Instrument #: 2020-1811  
05/20/2020 09:16:15 AM Total Pages: 12  
EASE EASEMENTS  
Recording Fee: \$ 62.00  
Jo Greiner, Recorder, Washington County Iowa



 **COPY**

*Goose Bottom*

Survey Drawing  
Exhibit "C" to Agreement filed for record on April 16, 2020 as Instrument No. 2020-1334 of the  
records of the Washington County, Iowa, Recorder

Prepared by:  
J. Scott Ritter, Hart-Frederick Consultants P.C.  
510 State Street  
PO Box 560  
Tiffin, IA 52340  
Phone No. 319-545-7215

Return to:  
David W. Kubicek  
Simmons Perrine Moyer Bergman PLC  
115 3<sup>rd</sup> Street SE, Ste 1200  
Cedar Rapids, IA 52401

Grantor:  
Goose Bottom Ltd.  
1184 Fine Ave  
Riverside, IA 52327

Grantees:  
Bonnie Thomann  
3130 202<sup>nd</sup> Street  
Ainsworth Iowa, 52201

Gail Hunter  
9825 28<sup>th</sup> Ave  
Batavia, IA 52533

Linda Aldridge  
PO Box 219  
2029 E 500 Rd  
Lecompton, KS 66050

Grantor's Property: See Exhibit 1 attached hereto

Grantees' Property: See Exhibit 2 attached hereto

EXHIBIT 1

The East 50 feet of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4); also Government Lot three (3); and the West 16 acres of Government Lot four (4); all of the foregoing described real estate being situated in Section Number Eleven (11), in Township Number Seventy-seven (77) North, of Range Number Six (6) West of the Fifth (5<sup>th</sup>) Principal Meridian, in Washington County, Iowa;

and,

A strip of land 100 feet in width, being 50 feet on each side of the center line of abandoned main track of the Chicago, Rock Island & Pacific Railway Company lying in the S 1/2 of the SE 1/4 of the NE 1/4 of Section 11 and extending easterly in the SW 1/4 of the SW 1/4 of the NW 1/4 of Section 12 to center thread of Iowa River; excepting from said tract that portion thereof lying in the West 16 acres of the SE 1/4 of the NE 1/4 of Section 11; all in Township 77 North Range 6 West of the 5<sup>th</sup> PM, in Washington County, Iowa containing 2.35 acres more or less.

EXHIBIT 2

The following described real estate situated in Washington County, to wit:

Commencing at the Southeast corner of the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section 11, Township 77 North, Range 6 West of the 5<sup>th</sup> P.M., thence South to the English River; thence Northeasterly following the channel of the English River to the East line of Section 11; thence Northerly along the section line to the intersection of said line with the North line of Government Lot 5, in said Section 11; thence West on the north line of said Government Lot 5 to the point of beginning. Also Government Lot 4 except for the west 16 acres thereof and further excepting the abandoned railroad Right-of-Way, in Section 11, Township 77 North, Range 6 West of the 5<sup>th</sup> P.M., Washington County, Iowa;

AND

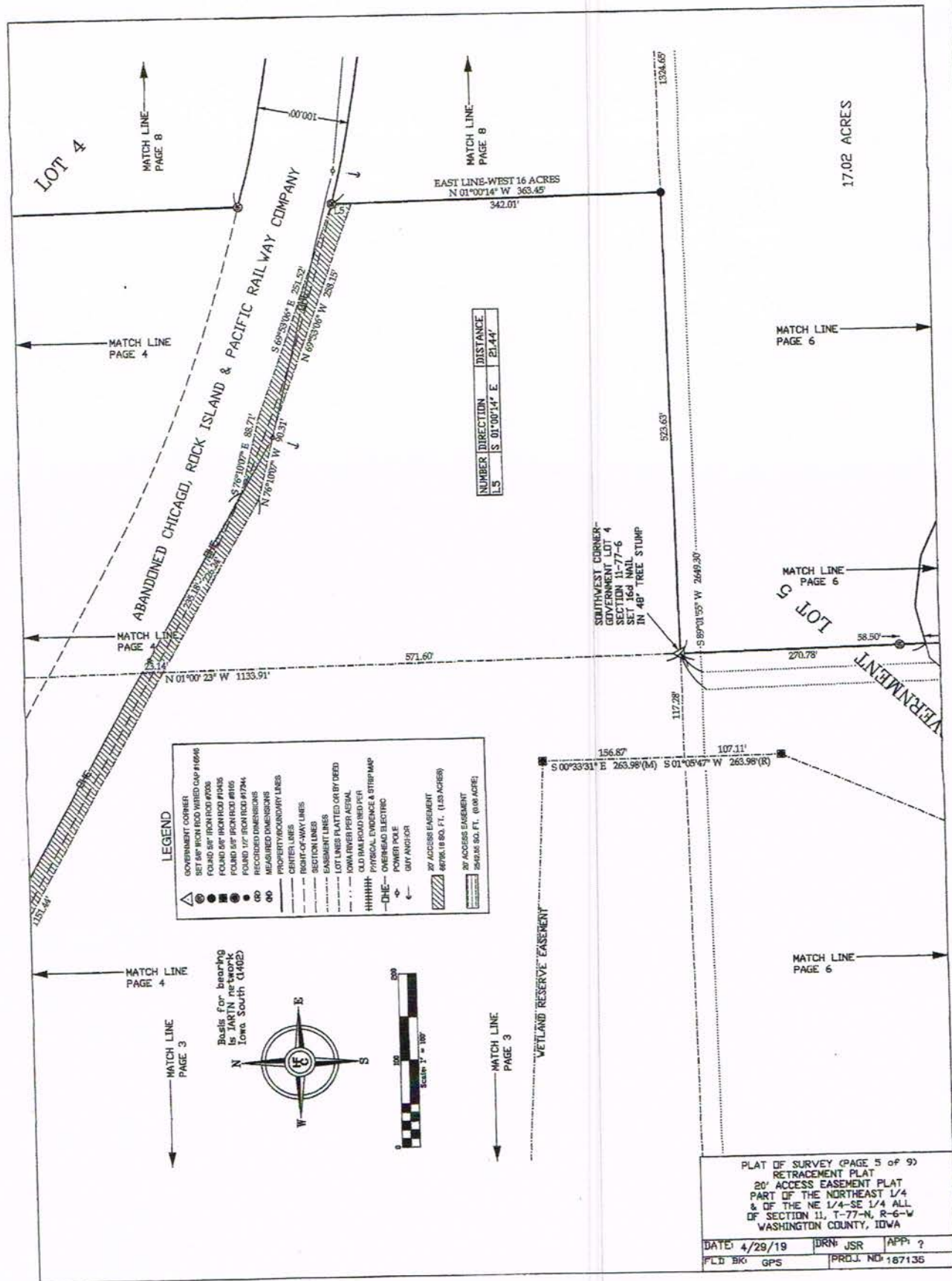
The West Quarter (W  $\frac{1}{4}$ ) of Section 12, North of the English River and West of the Iowa River, except for the abandoned railroad Right-of-Way, Township 77 North, Range 6 West of the 5<sup>th</sup> P.M., Washington County, Iowa.





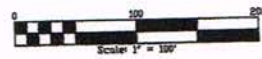








NORTHEAST CORNER  
SECTION 11-77-6  
FOUND CUT X  
IN PAVEMENT  
WASHINGTON COUNTY  
TIES INST. #2019-0659  
JOHNSON COUNTY  
TIES BK. 62, PG. 394



 GOVERNMENT CORNER  
 SET 54' FROM ROAD W/RED CAP #11540  
 FOUND 54' FROM ROAD #7036  
 FOUND 54' FROM ROAD #10485  
 FOUND 58' FROM ROAD #8155  
 FOUND 1.12' FROM ROAD #17344  
 RECORDED DIMENSIONS  
 MEASURED DIMENSIONS  
 PROPERTY/BOUNDARY LINE  
 CENTER LINES  
 RIGHT-OF-WAY LINES  
 SECTION LINES  
 EASEMENT LINES  
 LOT LINES PLATTED OR BY DEED  
 KOWA RIVER PER AERIAL  
 OLD RAILROAD BED PER  
 PHYSICAL EVIDENCE & STRIP MAP  
 OVERHEAD ELECTRIC  
 POWER POLE  
 GUY ANCHOR  
 20' ACCESS EASEMENT  
 66706.18 SQ. FT. (1.33 ACRES)  
 20' ACCESS EASEMENT  
 2542.58 SQ. FT. (0.06 ACRE)

EAST LINE-NORTHEAST 1/4  
N 00°37'47" W 2662.92'

IOWA RIVER

|                              |                  |        |
|------------------------------|------------------|--------|
| PLAT OF SURVEY (PAGE 7 of 9) |                  |        |
| RETRACEMENT PLAT             |                  |        |
| 20' ACCESS EASEMENT PLAT     |                  |        |
| PART OF THE NORTHEAST 1/4    |                  |        |
| OF THE NE 1/4-SE 1/4 ALL     |                  |        |
| OF SECTION 11, T-77-N, R-6-W |                  |        |
| WASHINGTON COUNTY, IOWA      |                  |        |
| DATE: 4/29/19                | DRN: JSR         | APP: ? |
| FLD BK: GPS                  | PROJ. NO: 187135 |        |

