



Book 2022 Page 462

Document 2022 462 Type 03 006 Pages 3
Date 2/09/2022 Time 9:02:28AM
Rec Amt \$17.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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Return To: Stephanie A. Sailer of Roberts & Eddy, P.C., 2349 Jamestown Ave. #4, Independence, IA 50644

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made this 20th day of January, 2022, by and between DM Cove, LLC, an Iowa Limited Liability Company (hereafter "Grantor"), and Combined Lake Delhi Recreational Facility and Water Quality District (hereafter "Grantee").

WHEREAS, Grantor owns the following described real estate:

Lot Eleven (11) of Lake Pointe Estates A Subdivision Of Part Of The NE¼ And Part Of The SE¼ Of Section 30, T88N, R4W Of The 5th Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 2021, Page 3538 (hereafter "Grantor's Property").

WHEREAS, Grantee owns the following described real estate:

Lot Thirteen (13) of Lake Pointe Estates A Subdivision Of Part Of The NE¼ And Part Of The SE¼ Of Section 30, T88N, R4W Of The 5th Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 2021, Page 3538 (the "Grantee's Property").

WHEREAS, Grantee's Property is landlocked. Grantor agrees to grant an easement to Grantee and agents of Grantee for ingress and egress to access Grantee's Property in the event of a medical emergency.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee (including emergency medical personnel acting on behalf of Grantee), an easement for ingress and egress over the East fifteen (15) feet of Grantor's Property (hereafter "Easement Premises"). This easement shall be for access to Grantee's Property in the event of a medical emergency. For purposes of this Agreement, a medical emergency is defined as a sudden injury or serious illness that poses an immediate risk to a person's life or long-term health.

2. **Use of Easement Premises.** The purpose of the easement shall be solely for ingress and egress purposes in the event of a medical emergency.

3. **Maintenance and Repair.** Grantor shall be responsible for maintaining the Easement Premises at the sole and absolute discretion of Grantor and shall not build or in any way block the Easement Premises. In the event damage is caused to the Easement Premises by Grantee (or emergency personnel acting on behalf of Grantee), Grantee shall be responsible for promptly repairing the damage and returning the Easement Premises to a condition comparable to its condition before the damage occurred.

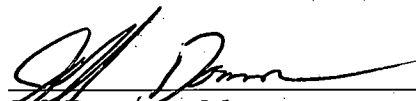
4. **Indemnification.** Grantee agrees to protect, indemnify, save, and hold harmless Grantor, its managers and members, against and from all damage, suits, liability, claims, loss cost or expense (including court costs and reasonable attorney's fees) arising out of Grantee's use of the Easement Premises and emergency personnel utilizing the Easement Premises.

5. **Governing Law.** This Easement shall be constructed, construed and enforced in accordance with the laws of the State of Iowa.

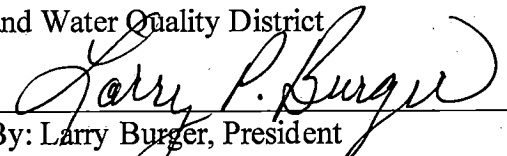
6. **Entire Agreement and Counterparts.** This Easement sets for the entire understanding of the parties and no terms, conditions or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties herein. This Easement may be executed simultaneously in any number of counterparts, each of which will be deemed an original but all of which will together constitute one and the same instrument.

7. **Binding Effect.** This Easement shall be a covenant running with the land and shall be binding upon the parties, their heirs, successors, and assigns.

GRANTOR
DM Cove, LLC

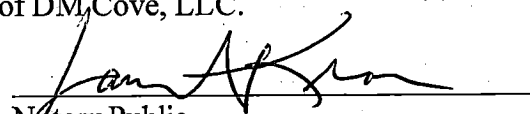

Jeff Domeyer, Manager

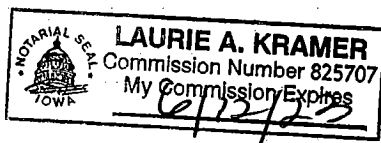
GRANTEES
Combined Lake Delhi Recreational Facility
and Water Quality District


By: Larry Burger, President

STATE OF IOWA, Delaware COUNTY ss:

On this 1st day of February, 2022 before me a Notary Public, State of Iowa, personally appeared Jeff Domeyer, Manager of DM Cove, LLC.


Notary Public



STATE OF IOWA, Delaware COUNTY ss:

On this 20th day of January, 2022 before me a Notary Public, State of Iowa, personally appeared Larry Burger, President of Combined Lake Delhi Recreational Facility and Water Quality District.

Laurie A. Kramer
Notary Public

