

Recorded: 5/19/2023 at 3:08:04.0 PM  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2023 PG: 1111

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

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### AGREEMENT

THIS AGREEMENT ("Agreement") is made this 19<sup>th</sup> day of May, 2023, by and between Sand D, LLC, an Iowa Limited Liability Company (hereafter "Party 1"), and Timbergate Community Association, an Iowa Nonprofit Corporation (hereafter "Party 2").

WHEREAS, Party 1 owns the following described real estate:

**Lots Three (3), Four (4), Five (5), Six (6), and Seven (7), Block Four (4) of the Subdivision of Lot Two (2) of Timbergate Subdivision in Section Thirty-Six (36), Township Eighty-Nine (89) North, Range Four (4), West of the Fifth Principal Meridian in Delaware County, Iowa, according to plat recorded in Book 4 Plats, Pages 65-67, and Lot 2 of Block 4 of the Subdivision of Lot 2 of Timbergate Subdivision, Delaware County, Iowa, according to the recorded plat thereof (hereafter "Party 1's Property").**

WHEREAS, Party 2 is a Homeowner's Association and owns the roads leading to Party 1's Property.

WHEREAS, Party 2 collects dues for maintenance and repairs on the roads within the Timbergate Subdivision.

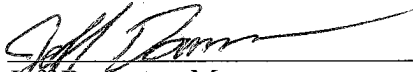
WHEREAS, Party 1 owns six (6) lots within the Subdivision and agrees to pay dues to Party 2.

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

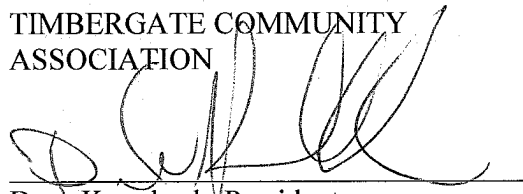
1. Commencing on June 1, 2023, and continuing indefinitely, Party 1 shall pay Party 2 association dues for each individual lot owned by Party 1 (except road area), for use of the roads within the Timbergate subdivision leading to Party 1's Property.

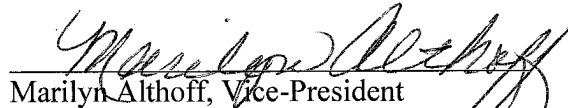
2. All lots owned by Party 1 within Timbergate Association (except road area), shall be entitled to voting rights according to the Association Bylaws and/or covenants.
3. This Agreement shall be a covenant running with the land and shall be binding upon the parties, their heirs, successors, and assigns.
4. This Agreement sets forth 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.

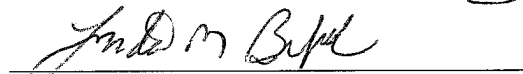
**PARTY 1**  
SAND D, LLC

  
\_\_\_\_\_  
Jeff Domeyer, Manager

**PARTY 2**  
TIMBERGATE COMMUNITY  
ASSOCIATION

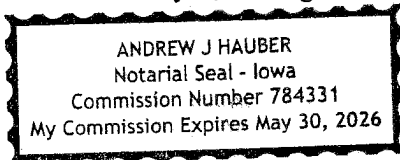
  
\_\_\_\_\_  
Dave Krambeck, President

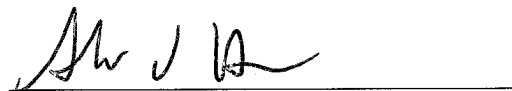
  
\_\_\_\_\_  
Marilyn Althoff, Vice-President

  
\_\_\_\_\_  
Linda Burkle, Secretary/Treasurer

STATE OF IOWA, Berhaman COUNTY ss:

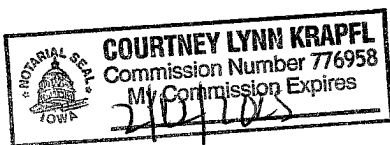
On this 19<sup>th</sup> day of May, 2023 before me a Notary Public, State of Iowa, personally appeared Jeff Domeyer, Manager of Sand D, LLC.

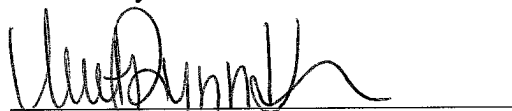


  
\_\_\_\_\_  
Notary Public

STATE OF IOWA, Delaware COUNTY ss:

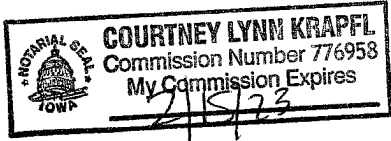
On this 16 day of May, 2023 before me a Notary Public, State of Iowa, personally appeared Dave Krambeck, President of Timbergate Community Association.



  
\_\_\_\_\_  
Notary Public

STATE OF IOWA, Delaware COUNTY ss:

On this 16 day of May, 2023 before me a Notary Public, State of Iowa, personally appeared Marilyn Althoff, Vice-President of Timbergate Community Association.



[Signature]  
Notary Public

STATE OF IOWA, Delaware COUNTY ss:

On this 16<sup>th</sup> day of May, 2023 before me a Notary Public, State of Iowa, personally appeared Linda Burkle, Secretary/Treasurer of Timbergate Community Association.



[Signature]  
Notary Public