

Recorded: 5/19/2023 at 3:08:05.0 PM  
County Recording Fee: \$22.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$25.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2023 PG: 1112

---

**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

---

### EASEMENT AGREEMENT

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

WHEREAS, Grantor owns the following described real estate:

**Lot Two (2), 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, except that part described as commencing at the Southwesterly corner of said Lot Six (6), thence South 25° 21' 27" East along the extended Southwesterly line of said Lot Six (6) forty two and twenty three hundredths (42.23) feet to the boundary of a lake, thence North 61° 34' 13" East along said lake boundary one hundred fifty seven and five-tenths (157.5) feet, thence North 27° 06' 34" East along said lake boundary forty one and fifty seven hundredths (41.57) feet to a point on the Northeasterly line of said Lot Six (6) extended, thence North 50° 33' 27" West along said extended Northeasterly line fifty five hundredths (.55) feet, thence South 67° 02' 33" West along the Southeasterly line of said Lot Six (6) one hundred ninety and seventeen hundredths (190.17) feet to the point of beginning; also Spruce Court and that part of Maple Ridge lying South of the extended North line of Lot One (1), Block One (1) 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, subject to easements of record (hereafter "Grantor's Property").**


WHEREAS, Grantee is a Homeowner's Association and owns the lake and road areas within Timbergate Subdivision.

WHEREAS, Grantor agrees to grant an easement to Grantee and agents of Grantee for ingress and egress to access Grantor's Property in accordance with and pursuant to the following terms and provisions.

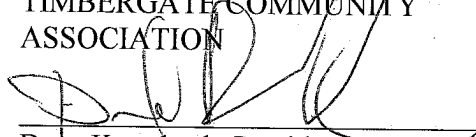
NOW THEREFORE IT IS HEREBY AGREED by and between the parties as follows:

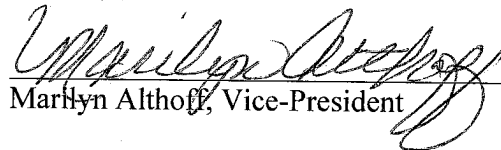
1. **Grant of Easement.** Grantor hereby grants to Grantee (including emergency personnel acting on behalf of Grantee), an easement for ingress and egress over and across the South thirty (30) feet Grantor's Property (hereafter "Easement Premises"). This easement shall be for access to Grantor's Property in the event of an emergency. For purposes of this Agreement, an emergency is defined as a sudden injury or serious illness that poses an immediate risk to a person's life or long-term health. Grantee shall also have the right to use the Easement Premises, after providing notice as described in Paragraph 2, to access Grantor's property to perform maintenance and/or repairs.
2. **Use of Easement Premises.** The purpose of the easement shall be for ingress and egress for the reasons set forth in Paragraph 1. Grantee shall give Grantor no less than seventy-two (72) hours written notice of its intent to utilize the Easement Premises for maintenance and/or repairs.
3. **Maintenance and Repair.** Grantor shall be responsible for maintaining the Easement Premises at the discretion of Grantor, taking into consideration the standards and rules of the Timbergate Community Association. 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 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.
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.

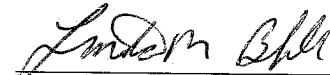
**GRANTOR**  
SAND D, LLC

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

**GRANTEES**  
TIMBERGATE COMMUNITY  
ASSOCIATION

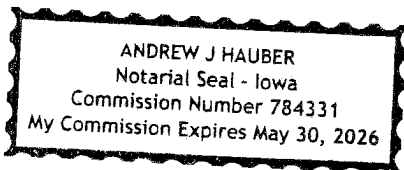
  
\_\_\_\_\_  
Dave Krambeck, President

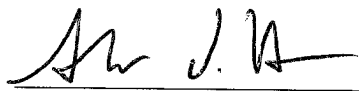
  
\_\_\_\_\_  
Marilyn Althoff, Vice-President

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

STATE OF IOWA, Buchanan COUNTY ss:

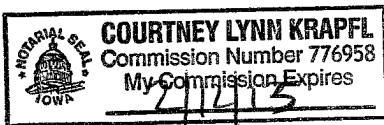
On this 19<sup>th</sup> day of May, 2023 before me a Notary Public, State of Iowa, personally appeared Jeff Domeyer, Manager of Sand D, LLC.

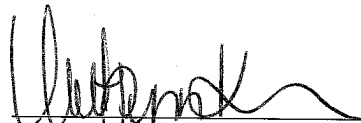


  
\_\_\_\_\_  
Notary Public

STATE OF IOWA, Delaware COUNTY ss:

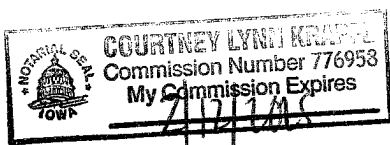
On this 16 day of May, 2023 before me a Notary Public, State of Iowa, personally appeared Dave Krambeck, President of Timbergate Community Association.

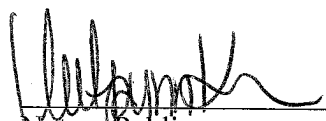


  
\_\_\_\_\_  
Notary Public

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.

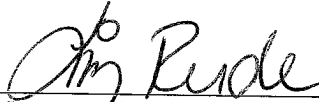


  
\_\_\_\_\_  
Notary Public

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.



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