Book 2023 Page 67

Document 2023 67 Type 03 006 Pages 3
Date 1/09/2023 Time 11:42:08AM
Rec Amt $17.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Jeff Nunneley
2331 210th St
Manchester IA
52057

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 6 day of January, 2023, by and between Janne H. Long, Trustee of the Janne H. Long Revocable Trust dated May 10, 2022 (hereafter "Grantor"), and Combined Lake Delhi Recreational Facility and Water Quality District (hereafter "Grantee").

WHEREAS, Grantor owns the following described real estate:

> **Lot Twelve (12) 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 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 an area fifteen feet wide, located to the East of the dwelling located on Grantor's Property (hereafter "Easement Premises"). This easement shall be for access to Grantee'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 Grantee's property to perform maintenance, repairs, and install fencing and/or signage on Grantee's Property.

2. **Use of Easement Premises.** The purpose of the easement shall be for ingress and egress purposes in the event of an emergency. The easement may also be used for the purpose of performing maintenance, repairs, and installing fencing and/or signage on Grantee's Property. Grantee shall give Grantor no less than fourteen (14) days written notice of its intent to utilize the easement for maintenance, repairs, or installing fencing and/or signage.

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.

8. **Termination of Prior Easement.** The Easement recorded in Book 2022, Page 462 between DM Cove, LLC and Combined Lake Delhi Recreational Facility and Water Quality District over Lot Eleven (11) is hereby terminated and replaced with this easement.

GRANTOR
Janne H. Long Revocable Trust
dated May 10, 2022

Janne H. Long, Trustee

GRANTEES
Combined Lake Delhi Recreational Facility
and Water Quality District

By: Larry Burger, President

STATE OF IOWA, BUCHANAN COUNTY ss:

On this 6 day of January, 2023 before me a Notary Public, State of Iowa, personally appeared Janne H. Long, Trustee of the Janne H. Long Revocable Trust dated May 10, 2022

NOTARIAL SEAL IOWA
ANDREW J HAUBER
COMMISSION NO. 784331
MY COMMISSION EXPIRES
5/30/2023

Notary Public

STATE OF IOWA, Delaware COUNTY ss:

On this 9th day of January, 2023 before me a Notary Public, State of Iowa, personally appeared Larry Burger, President of Combined Lake Delhi Recreational Facility and Water Quality District.

Notary Public

NOTARIAL SEAL IOWA
SCOTT R. WILSON
Commission Number 766464
My Commission Expires
1-28-26