

Prepared by/Return to: Kirsten H. Frey, Shuttleworth & Ingersoll, P.L.C., P.O. Box 2107, Cedar Rapids, Iowa 52406-2107; Phone: (319) 365-9461

EASEMENT AGREEMENT

This Easement Agreement (this “**Agreement**”) is made effective as of **February __, 2024**, by and between **Forest Greens Condominiums Association**, an Iowa non-profit corporation (the “**Grantor**”) and **St. Andrews Office LLC**, an Iowa limited liability company (the “**Grantee**”).

RECITALS:

WHEREAS, the Grantor is the condominium owners association for Forest Greens Condominiums, a Horizontal Property Regime pursuant to Chapter 499B of the Code of Iowa, the Declaration of which is found in Book 4073, Page 617 of the Records of Linn County, Iowa, and which is located on Cimarron Drive NE, Hiawatha, Linn County, a legal description of such condominium property described in **Exhibit “A”** (such real estate, “**Grantor Property**”);

WHEREAS, the Grantee owns property located adjacent to Grantor, which property is legally described in **Exhibit “B”** (such real estate, the “**Grantee Property**”); and

WHEREAS, the Grantor is willing to provide Grantee with a non-exclusive easement over property owned by Grantor as depicted on the attached **Exhibit “C”** (the “**Easement Area**”), over and upon which the Grantee has installed a tee box, green, and out-of-bound flags in exchange for Grantee’s performance of certain maintenance responsibilities.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged by the parties, it is agreed:

1. **Recitals.** The Recitals are incorporated herein as if fully set forth.
2. **Easement.** There is hereby established a non-exclusive easement over and across the Easement Area for the use and benefit of Grantee and Grantee’s successors, heirs, assigns, employees and invitees for golf course purposes and the maintenance, replacement, and repair of the golf tee box, green, and out-of-bound flags. Grantor shall not act nor permit any act or acts, or construct any fence or other barrier which would unreasonably prevent or obstruct Grantee’s permitted use of the Easement Area;

provided however, that installation, maintenance, and repair of utilities that impedes the purposes of the easement on a temporary basis while work is being completed is allowed.

3. **Maintenance.** Grantee shall be responsible for all maintenance of the Easement Area, including mowing, weed control, sodding, and other landscaping necessary to maintain the Easement Area in a manner and condition equivalent to that of a premium, first-class golf course in the regional area ("Grantee Maintenance"). In the event that Grantee fails to perform Grantee Maintenance, the Grantor may cure such failure on behalf of Grantee and any amount which Grantor so elects to expend to cure said default shall be due from the Grantee on demand, without contest, upon delivery of an invoice, together with interest thereon at the maximum rate permissible under applicable law from the date of expenditure on the date when same shall have become due. Further, the Grantee agrees to pay reasonable attorney's fees and other costs and expenses incurred by the Grantor to collect the sums due.

4. **Indemnification.** The parties shall respectively be solely responsible for any accident, action, claim, death, demand, injury, loss or other liability, of any kind or nature, suffered, incurred or threatened, by such party or any employee, agent, invitee, licensee, or other person on or about the Easement Area at the request, permission or invitation of such party, express or implied. Such party shall indemnify and hold harmless the other party from any and all such liability, threatened or incurred.

5. **Duration of Easement; Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of each of the undersigned, and their respective heirs, administrators, successors, and assigns and shall run for the sooner of (i) fifty (50) years or (ii) until the Grantee no longer wishes to use the Easement Area for golf course purposes, after which time the Agreement shall automatically renew yearly until one party gives the other party written notice of its wish to terminate the Agreement.

6. **Entire Agreement.** This Agreement supercedes all agreements previously made between the parties relating to the subject matter of this Agreement.

7. **Notices.** All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the Grantees and Grantor at their last known addresses.

8. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement shall constitute a waiver of that or any other right unless otherwise expressly provided in this Agreement.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed and original but all of which shall constitute one and the same instrument.

(SIGNATURES ON NEXT PAGE)

GRANTOR:
FOREST GREENS CONDOMINIUMS ASSOCIATION

BY: _____
David Blum, President

BY: _____
Hannah Mullan, Secretary

STATE OF IOWA)
COUNTY OF LINN) ss

This instrument was acknowledged before me on February ____, 2024, by David Blum and Hannah Mullan, as President and Secretary, respectively, of Forest Greens Condominium Association.

Notary Public, State of Iowa

GRANTEE:
ST. ANDREWS OFFICE, LLC

BY: _____
_____, _____

STATE OF IOWA)
COUNTY OF _____) ss

This instrument was acknowledged before me on February ____, 2024 by _____, as _____ of St. Andrews Office, LLC.

Notary Public, State of Iowa

EXHIBIT "A"
Grantor Property:

A part of the SE ¼ and the SW ¼ of Section 33-T84N-R7W of the 5th P.M., Hiawatha, Linn County, Iowa described as follows:

Beginning at the SE corner of Lot 2, Cimarron Estates Addition to Cedar Rapids, Iowa;
thence S00°26'45"E, 60.0 feet;
thence N89°49'19"E, 82.48 feet;
thence S00°08'38"E, 836.45 feet;
thence S89°51'22"W, 364.77 feet;
thence N64°25'19"W, 221.86 feet;
thence N57°12'24"W, 192.46 feet;
thence N09°55'51"W, 183.04 feet;
thence N04°33'31"E, 219.88 feet;
thence N39°36'07"E, 197.46 feet;
thence N51°44'01"E, 113.30 feet;
thence N00°06'11"W, 73.92 feet to the south line of Auditor's Plat No. 327 to Linn County;
thence N89°49'17"E along said south line, 441.02 feet to the point of beginning containing 13.46 acres.

EXHIBIT "B"
Grantee Property:

Lot A, St. Andrews Fifth Addition to Cedar Rapids, Iowa

AND

A part of Lot "A" Cook's Industrial Addition to Cedar Rapids, Iowa, described as follows: Commencing at the Northwest corner of Lot 2, said Cook's Industrial Addition; thence due East along the North line of Lot 2 a distance of 8.00 feet to the point of beginning; thence due East, 252.00 feet; thence due North, 238.00 feet; thence due West, 253.18 feet; thence S 0° 17' E, 238.00 feet to the point of beginning excepting therefrom that part of Lot 1, St. Andrews Seventh Addition to Cedar Rapids, Iowa lying therein.

Subject to easements, restrictions and covenants of record.

EXHIBIT "C"
Easement Area