



Doc ID: 012370990006 Type: GEN
Recorded: 06/18/2007 at 03:06:52 PM
Fee Amt: \$32.00 Page 1 of 6
Revenue Tax: \$0.00
Instr# 200700067479
Linn County Iowa
JOAN MCCALMANT RECORDER

BK 6703 PG 87-92

**EASEMENT AGREEMENT BY AND BETWEEN
FOREST GREENS OWNERS ASSOCIATION
AND ST. ANDREW'S GOLF COURSE
Recorder's Cover Sheet**

GRANTOR: Forest Greens Owners Association
711 S. Gilbert Street
Iowa City, IA 52240

GRANTEE: St. Andrew's Golf Club
1866 Blairs Ferry Road
Cedar Rapids, IA 52402

LEGAL COUNSEL: Kirsten H. Frey AT0002699
Kennedy, Cruise, Frey & Gelner, L.L.P.
920 S. Dubuque Street - P.O. Box 2000
Iowa City, IA 52244-2000
Telephone: (319) 351-8181
Facsimile: (319) 351-0605

* RETURN ADDRESS: Kirsten H. Frey
Kennedy, Cruise, Frey & Gelner, L.L.P.
P.O. Box 2000
Iowa City, IA 52244-2000

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EASEMENT AGREEMENT

THIS AGREEMENT, made this ___ day of November, 2001, by and between the Forest Greens Condominiums Association, an Iowa non-profit corporation (hereinafter "Forest Greens") and St. Andrew's Golf Club, an Iowa general partnership (hereinafter referred to as "St. Andrew's");

WITNESSETH:

WHEREAS, Forest Greens 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 at 250 Cimarron Drive NE, Hiawatha, Linn County, Iowa; and

WHEREAS, St. Andrew's is the owner of the real estate located at 1866 Blairs Ferry Road N.E., Cedar Rapids, Linn County, Iowa, legally described as shown on the attached Exhibit "A"; and

WHEREAS, St. Andrew's wishes to install a tee box, green, and out-of-bounds flags on property owned by Forest Greens, as shown on the plat attached hereto as Exhibit "B;" and

WHEREAS, Forest Greens is willing to allow the installation and maintenance of the tee box, green, and out-of-bound flags as shown on Exhibit "B," in exchange for St. Andrew's performance of certain maintenance responsibilities.

NOW THEREFORE, in light of the mutual consideration exchanged herein, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Forest Greens does hereby give, grant, and convey unto St. Andrew's, its heirs, transferees, successors in interest, and assigns an easement over and across that property shown and designated as the Golf Easement Area on Exhibit "B" attached hereto for the purposes for the installation and maintenance of a golf tee box, green, and out-of-bound flags for a term of fifteen (15) years from the date of this Agreement or until the property owned by St. Andrew's is no longer used as golf course, whichever occurs first. The Golf Easement Area may be used by St. Andrew's, its agents, employees, and invitees for the purposes of a golf course and for all purposes incident thereto.

2. Forest Greens further grants to St. Andrew's, its successors in interest, transferees, and assigns an easement over and across the area shown and designated as the Maintenance Easement Area on Exhibit "B" for the purposes of the installation and maintenance of out-of-bound stakes and for the purposes of St. Andrew's maintenance thereof for a term of fifteen (15) years from the date of this Agreement or until the property owned by St. Andrew's is no longer used as golf course, whichever occurs first.

St. Andrew's, its agents, and employees shall be responsible for all maintenance of said Maintenance Easement Area, including the trimming, mowing, landscaping, and other maintenance activities necessary thereon.

3. In exchange for the conveyance of said easement rights granted hereunder, St. Andrew's hereby agrees to maintain the Maintenance Easement Area, including all mowing, weed control, sodding, and other landscaping necessary to maintain the Maintenance Easement Area. It shall be St. Andrew's responsibility to ensure that the Maintenance Easement Area is maintained in a manner and condition equivalent to that of a premium, first-class golf course in the regional area.

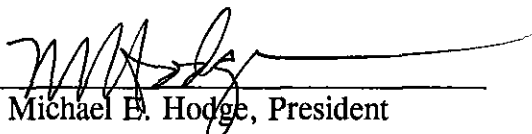
4. The parties agree that this Easement Agreement shall be binding for a term of fifteen (15) years or until the property owned by St. Andrew's benefited by the easements herein shall no longer be used as a golf course, whichever occurs first. During the term of this Agreement these easements shall be covenants running with the land and shall be binding upon the undersigned parties, their successors in interest, transferees, and assigns. However, in the event, in the sole opinion of Forest Greens, St. Andrew's fails to maintain the easement areas in a manner and condition equivalent to that of a premium, first-class golf course in the regional area, Forest Greens shall have the right to provide written notice to St. Andrew's of the termination of this Easement Agreement. Thereafter, St. Andrew's shall have thirty (30) days from the date of said written notice to remove the tee box and other golf course improvements from the easement areas and to restore the Golf Easement Area and the Maintenance Easement Area to an aesthetically pleasing condition equivalent to that of the adjacent property owned by Forest Greens. Thereafter, neither party shall have any right or obligation to the other pursuant to this Agreement.

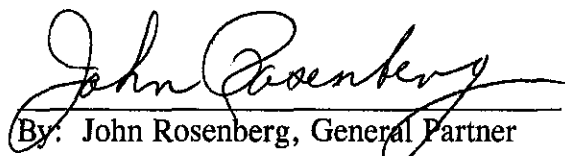
5. St. Andrew's and its successors shall indemnify and hold Forest Greens and its successors, assignees, or transferees harmless from any and all claims, causes of action, expenses, damages or other liabilities of any kind arising directly or indirectly from St. Andrew's use of the easement areas or from St. Andrew's, their agents, employees, or invitees, or successors in interest exercising any easement rights or otherwise using the easement area.

IN WITNESS WHEREOF the parties hereto set their hands this ____ day of November, 2001.

**FOREST GREENS OWNERS
ASSOCIATION**

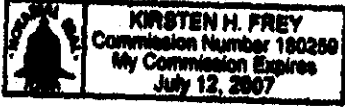
ST. ANDREW'S GOLF CLUB


By: Michael E. Hodge, President


By: John Rosenberg, General Partner

STATE OF IOWA)
JOHNSON COUNTY) SS:

On this 8 day of February, 2002, before me, a Notary Public in and for said county, personally appeared Michael E. Hodge, to me personally known, who being by me duly sworn did say that that person is the President of said owners association, that no seal has been procured by the said owners association and that said instrument was signed on behalf of said owners association by authority of its President and the said Michael E. Hodge acknowledged the execution of said instrument to be the voluntary act and deed of said owners association.

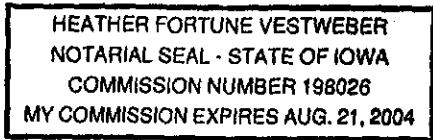


[Handwritten Signature]

Notary Public in and for the
State of Iowa.

STATE OF IOWA)
JOHNSON COUNTY) SS:

On this 18th day of January, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Rosenberg, to me personally known, who being by me duly sworn, did say that the person is one of the partners of St. Andrew's Golf Club, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners; and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.



[Handwritten Signature]

Notary Public in and for the
State of Iowa.

EXHIBIT "A"

LOT "A", COOK'S INDUSTRIAL ADDITION TO CEDAR RAPIDS, IOWA, EXCEPTING THEREFROM THE FOLLOWING PARCELS:

LOT A, ST. ANDREWS FIFTH ADDITION TO CEDAR RAPIDS, IOWA

LOT 1, ST. ANDREWS SEVENTH ADDITION TO CEDAR RAPIDS, IOWA

ALL THAT PART OF LOT "A" COOK'S INDUSTRIAL ADDITION TO CEDAR RAPIDS, IOWA DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF LOT 2 OF 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

ALL OF THAT PART OF SAID LOT A WHICH LIES S-LY OF A LINE LOCATED 50 FEET N-LY OF AND PARALLEL TO THE CENTERLINE OF BLAIRS FERRY ROAD N.E.

AND

LOTS 2 AND 3, COOK'S INDUSTRIAL ADDITION TO CEDAR RAPIDS, IOWA, EXCEPTING THEREFROM THE FOLLOWING PARCELS:

LOT 1, ST. ANDREWS FIFTH ADDITION TO CEDAR RAPIDS, IOWA

ALL THE PART OF SAID LOTS 2 AND 3, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID LOT 3; THENCE DUE NORTH ALONG THE EAST LINE OF SAID LOT 3, 150.00 FEET; THENCE S 85° 46' W, 180.00 FEET; THENCE NORTH TO A POINT ON THE NORTH LINE OF SAID LOT 2, 20 FEET EAST OF THE NW CORNER THEREOF; THENCE WEST 20 FEET TO SAID NW CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 TO THE SW CORNER THEREOF; THENCE N 85° 46' E ALONG THE SOUTH LINE OF SAID LOTS 2 AND 3 TO THE POINT OF BEGINNING

AND

ALL THAT PART OF THE W 1/4 OF THE SE 1/4 OF SECTION 33-84-7, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 33-84-7, 7.43 CHAINS EAST OF THE S 1/4 CORNER OF SAID SECTION 33; THENCE NORTH 30 CHAINS; THENCE EAST 12.67 CHAINS TO A POINT IN THE EAST LINE OF SAID W 1/4 OF THE SE 1/4 OF SECTION 33-84-7; THENCE SOUTH 30 CHAINS TO THE SE CORNER OF SAID W 1/4 OF THE SE 1/4 OF SECTION 33-84-7; THENCE WEST ALONG SAID SECTION LINE TO THE POINT OF BEGINNING

AND

THE S 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33-84-7, LINN COUNTY, IOWA EXCEPTING THEREFROM LOT 1, ST. ANDREWS SIXTH ADDITION TO CEDAR RAPIDS, IOWA AND FURTHER EXCEPTING THEREFROM PUBLIC HIGHWAYS

AND

THE SE 1/4 OF THE SE 1/4 OF SECTION 33-84-7, LINN COUNTY, IOWA, EXCEPTING THEREFROM THE FOLLOWING PARCELS:

LOT 1, ST. ANDREWS FIRST ADDITION TO CEDAR RAPIDS, IOWA

LOTS 1 AND 2, ST. ANDREWS SECOND ADDITION TO CEDAR RAPIDS, IOWA

LOTS 1 AND 2, BDC SECOND ADDITION TO CEDAR RAPIDS, IOWA

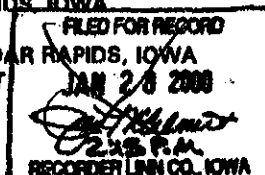
ALL PUBLIC STREETS AND HIGHWAYS

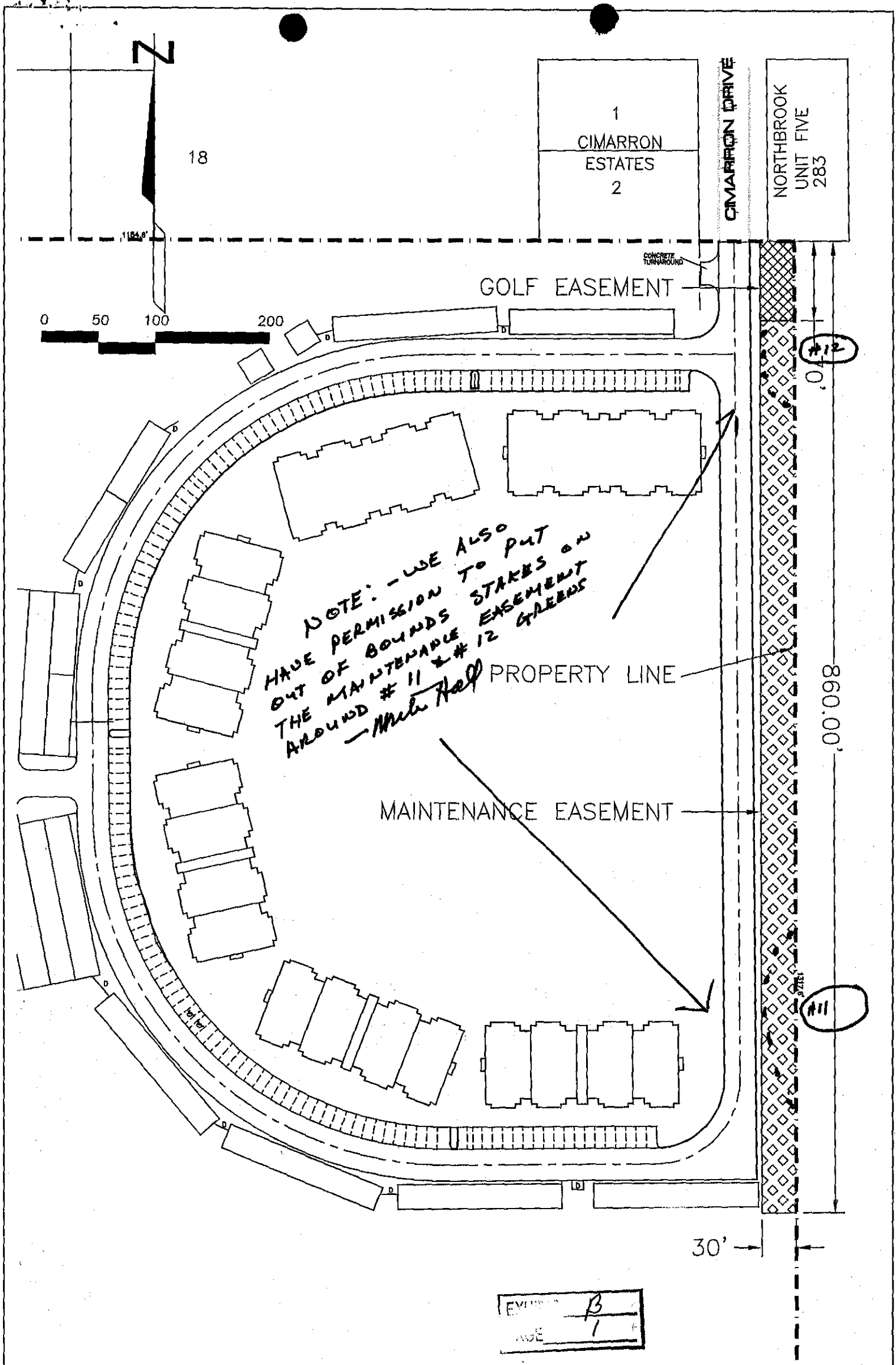
AND

LOT A, NORTHBROOK MEADOWS SECOND ADDITION TO CEDAR RAPIDS, IOWA

AND

LOT A, COUNCIL STREET INDUSTRIAL PARK THIRD ADDITION TO CEDAR RAPIDS, IOWA EXCEPTING THEREFROM THE WEST 10 FEET OF THE SOUTH 129 FEET





File Name: \\6v3dx01\6v3dx01\proj\17928-30\revised\17928-3e.dwg

Project No: 17928-30	Title:	BRAIN ENGINEERING, INC. 777 10TH STREET MARION, IOWA 52302 (319) 373-1318	Drawn: DLS	Book:
	FOREST GREENS CONDOMINIUMS		11/8/01	NA
	EASEMENT SKETCH		Checked:	Scale:
				1" = 100'