James Klima
360 3rd St
Coggon, IA
52218

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Document 2007 198 Type 03 006 Pages 2
Date 1/19/2007 Time 10:06:31AM
Rec Amt $12.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared By and Return to: Steven E. Carr, PO Box 333, Manchester, Iowa 52057 (563) 927-4164

EASEMENT AGREEMENT

Robert R. Klima and Pamela R. Klima, husband and wife hereinafter "first party" and James Klima and Pam Klima a/k/a Pamela R. Klima hereinafter "second party" for valuable consideration of their mutual benefits agree as follows:

1. First party is the owner of the following described real estate:

   Lot Six (6) of Logan's First Subdivision of part of the North Half (N½) of Section Twenty-three (23), Township Eighty-eight (88) North, Range Five (5) West of the Fifth Principal Meridian.

   Also all right, title, interest, claim and demand, of grantors, in and to the lake frontage running to the middle of the Maquoketa River bed, with respect to said premises, title to which is not warranted by grantors. This conveyance is made subject to the existing flood plain rights, and grantees shall nor hold grantors or their predecessors in title hereunder liable with regard to the flooding of the property covered, and grantees and their successors and assigns shall not change or alter the lake frontage without written permission of the Lake Delhi Recreation Association, Inc.

   The right to use the present access road is included, and this conveyance is subject to the use of said access road by all owners and tenants occupying lots in said subdivision.

2. Second party is the owner of the following described real estate:

   Parcel "II" Part of Lot 17 of Logan's Fifth Subdivision in Section 23, T88N, R5W of the 5th P.M., Delaware County, Iowa according to plat recorded in Book 2006, Page 3743.

3. James Klima is a single person and Pam Klima is the mother of James Klima and the wife of Robert R. Klima.

4. First party grants to second party a perpetual access easement thirty feet in width extending Northwest of the asphalt drive located on property of the first party. This easement shall be in a reasonable location.

5. Second party shall maintain said easement.

6. Second party intends to build a well located on the northern part of property owned by first party and first party grants to second party an easement for the purpose of constructing, repairing, maintaining, and replacing the well as necessary.

9. First party maintains the right to connect with said well in the future on reasonable terms agreed upon by both parties.

Dated this 17th day of January, 2007.

First Party

Robert R. Klima

Pamela R. Klima

Second Party

James Klima

Pam Klima

State of Iowa, Delaware County, ss.

17th This instrument was acknowledged before me by Robert R. Klima and Pamela R. Klima this day of January, 2007.

ALISON M. KASS
Commission Number 729117
My Commission Expires
June 23, 2007

Alison M. Kass
Notary Public in and for the State of Iowa

State of Iowa, Delaware County, ss.

This instrument was acknowledged before me by James Klima this 17th day of January, 2007.

ALISON M. KASS
Commission Number 729117
My Commission Expires
June 23, 2007

Alison M. Kass
Notary Public in and for the State of Iowa