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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Water Front Property Access Agreement

Prepared by & Return to: Chad Staton, 110 Park St. Quasqueton, IA 52326
319-521-1018

Grantor: Gardy D. Gilbert

Grantee: Delhi Lake View Estates, LLC

Water Front Property Access Agreement

Date: September 20, 2020

Property Address: 21650 259th St, Delhi, IA 52223

This agreement shall provide the details of a legal and binding agreement between the property owner, Gary D. Gilbert, Jr, for the property listed above, and the legal entity hereby known as the Lake View Estates, LLC. The purpose of this legal agreement is to define the access permissions granted to the Lake View Estates with respect to access across Mr. Gilbert's property along the water front.

The water front directly in front of Mr. Gilbert's property is owned by Mr. Gilbert. The cement pathway on the water front is sometimes used by motorized vehicles. It is Mr. Gilbert's intent to allow access across his water front property, but at the same time, to define guidelines for its use. This agreement outlines the rules and guidelines imposed on the Lake View Estates for crossing over Mr. Gilbert's water front property.

Pedestrian traffic across Mr. Gilbert's property is allowed at any time. Mr. Gilbert requests that all persons walking across his property do so quietly and with consideration.

Motorized traffic used for construction and/or maintenance purposes of the Lake View Estate's surrounding property is allowed. Mr. Gilbert requests that he be given proper notice of the need to have motorized traffic cross his water front property.

Motorized traffic used for recreational purposes is allowed, with the following guidelines/exceptions. Mr. Gilbert uses his portion of the water front for his own recreation purposes. Mr. Gilbert does not wish to have motorized traffic cross on his property when he, his family, or other authorized visitors are using his water front. If there are however personal items such as furniture, equipment, sporting goods, etc. on the water front, Mr. Gilbert requests that all motorized vehicles be parked east of his property, and persons may walk across his property, or motorized vehicle users respectfully move his items out of the way to drive through, placing them back where they were after crossing his property.

This agreement shall be in addition to any and all other rules enforced by the Lake View Estates Association regarding the use of motorized vehicles.

Also addressed here, and agreed upon by both parties, pertains to the property line easement rules defined by the Iowa DNR. The Iowa DNR rules require a 10' spacing between docks. Mr. Gilbert's dock, and the dock or boat lift owned by the Lake View Estates must have 10' of spacing between them. The Lake View Estates agrees to maintain the required 10' spacing from Mr. Gilbert's dock. Mr. Gilbert's current dock and lift configuration shall be agreed upon as satisfactory. Any alterations required by the Iowa DNR for docks or lifts owned by the Lake View Estates adjacent to Mr. Gilbert's property shall be the Lake View Estate's responsibility.

Gary D. Gilbert Jr.

STATE OF Iowa Linn COUNTY

Dated: 10-1-2020

Gary D. Gilbert Jr.
(signature)

Sworn and subscribed before me by said Gary Gilbert Jr
This 1st day of October, 2020

Sabra Martin, Notary Public, State of Iowa

SABRINA MARTIN
Commission Number 772456
My Commission Expires

My notary commission expires 4-5-21

Chad Pres.

STATE OF Iowa Linn COUNTY

Dated: 10-1-2020

Chad Staton
(signature)

Sworn and subscribed before me by said Chad Staton
This 1st day of October, 2020

Sabra Martin, Notary Public, State of Iowa

SABRINA MARTIN
Commission Number 772456
My Commission Expires

My notary commission expires 4-5-21