

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

✓ Preparer

John E. Casper, 223 E. Court, P.O. Box 67, Winterset, Iowa 50273

515-462-4912

ACCESS EASEMENT

KNOW ALL PEOPLE BY THESE PRESENCE:

The undersigned owners, Clifford A. Newman and Sharon R. Otte, husband and wife, hereafter called the Grantor, in consideration of the sum of one dollar and other valuable considerations, receipt of which is acknowledged, does hereby grant to Scott D. Kleckner and Judy L. Kleckner, husband and wife, their successors and assigns, hereafter called the Grantee, the perpetual right and easement to access and use the large pond upon the following described property situated in Madison County, Iowa, to-wit:

Lot Twelve (12) of Woodland Valley Estates Subdivision located in the South Half (1/2) of the Northeast Quarter (1/4) of Section Twenty (20) and in the South Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-one (21), ALL in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, together with an undivided 1/31st interest in all common areas as set forth in the Declaration of Association for Woodland Valley Estates Subdivision filed in Book 2004, Page 6107 of the Madison County Recorder's Office, as amended by first amendment to Declaration of Association for Woodland Valley Estates Subdivision filed in book 2006, Page 4296 of the Madison County Recorder's Office.

The Grantor warrant and covenant to the Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority to validly grant this easement, and the Grantee may enjoy its estate in the premises.

The Grantee owns the real estate adjoining the above described property. The Grantee's real estate is legally described as follows:

Lot Twelve A (12A) of Woodland Valley Estates Subdivision located in the South Half (½) of the Northeast Quarter (1/4) of Section Twenty (20) and in the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-one (21), ALL in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, together with an undivided 1/31st interest in all common areas as set forth in the Declaration of Association for Woodland Valley Estates Subdivision filed in Book 2004, Page 6107 of the Madison County Recorder's Office, as amended by first amendment to Declaration of Association for Woodland Valley Estates Subdivision filed in book 2006, Page 4296 of the Madison County Recorder's Office

The terms of this Grant to the Grantee are as follows:

- a. The Grantee shall have the right to access the large pond on the above described property along the entirety of the Western shoreline of the pond from the Grantee's adjoining lot described above;
- b. The Grantee shall have the right to enter upon and use the entire water surface area of the large pond;
- c. The Grantee shall have no right or duty to install or erect any improvements of any kind on the Grantor's real estate, except for one (1) small dock on this pond whose size and location will be determined by the undersigned parties;
- d. The Grantee shall be limited to two (2) small canoes and/or boats to be used on the pond;
- e. The parties agree no gas powered motors of any kind shall be allowed on this pond;
- f. The Grantee shall not have any right to withdraw water from this pond;
- g. The Grantee on behalf of themselves, their immediate family members, other guests and invitees, shall waive any and all claims, demands, or causes of action of any kind or nature against the Grantor in any manner arising out of the access rights and uses onto the Grantor's property granted under this Agreement and shall hold the Grantor, their successors and assigns, harmless from any liability or responsibility whatsoever in any manner arising out of the rights granted under this Agreement; and,
- h. The Grantee shall have the duty to contribute to the Grantor one-third (1/3) of the total costs to maintain this large pond on the Grantor's property; and, shall have an

equal right with the owners of Lots Twelve (12) and Thirteen (13) to determine the maintenance(not including major maintenance or repairs) necessary for the pond, except as herein provided;

- i. For purposes of paragraph h, the parties agree that maintenance shall be limited to the costs of stocking the pond with fish and any water treatment;
- j. The owner of Lot Twelve (12) shall be solely responsible for major maintenance or repair costs relating to the pond dam ("major maintenance" shall be defined as any maintenance or repair item beyond the costs of stocking the pond with fish and any water treatment);
- k. The owners of Lot Twelve and Lot Twelve A (12A) shall have the right to remove or clear the western shoreline of this pond including any portion within Lot Twelve (12) of trees, shrubs, weeds or other vegetative debris subject to the Association approval under its rules and regulations and subject to the other party's approval;
- l. The owner of Lot Twelve A (12A) shall have the right to improve at their cost that portion of their Lot along the western shoreline of the pond and shall have the duty to maintain at their cost any such improvements;
- m. The parties agree no fence shall be installed on the side of the pond adjoining Lot Twelve A (12A) unless the parties mutually agree, subject to the association approval under its rules and regulations pertaining to decorative fencing;
- n. The respective owners of Lots 12, 12A and 13 shall maintain in force liability insurance coverage insuring their respective risks under this Agreement from any third party claims arising from their pond use with coverage limits and policy exclusions mutually established by the parties;
- o. The parties agree any unresolved disputes between them concerning the pond use and/or maintenance shall be submitted to the Homeowners Association for resolution with the determination of the Homeowners Association on the dispute to be final and binding upon the parties; and,
- p. The parties agree in the event any provision of this Agreement is determined to be inconsistent with the Declaration of Association of the Woodland Valley Estates Subdivision that the Declaration shall prevail on such inconsistency.

The Grantor covenants that no act will be permitted within the easement property which is

inconsistent with the rights hereby granted.

This Agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 26th day of ~~September~~ October, 2006.

Grantor:

[Signature]
Clifford A. Newman
[Signature]
Sharon R. Otte

Grantee:

[Signature]
Scott D. Kleckner
[Signature]
Judy L. Kleckner

STATE OF IOWA :
:SS
POLK COUNTY :

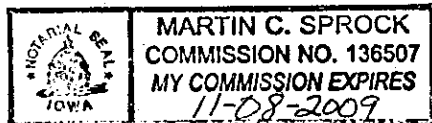
On this 10th day of September, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Clifford A. Newman and Sharon R. Otte to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

ALICIA BROWN
Notary Public, State of Iowa
My Commission Expires 02-03-2009

[Signature]
Notary Public in and for the State of Iowa

STATE OF IOWA :
:SS
POLK COUNTY :

On this 26th day of ~~September~~ October, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott D. Kleckner and Judy L. Kleckner to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



[Signature]
Notary Public in and for the State of Iowa