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Polly Glascock, Recorder, Warren County Iowa



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SHARED POND EASEMENT AND MAINTENANCE AGREEMENT
Recorder's Cover Sheet

Preparer Information: Ryan J. Ellis, 209 N. Buxton St., Indianola, Iowa 50125,
(515) 962-9080

Taxpayer Information: John J. Gehringer and Amber L. Gehringer, 16072 R45 Hwy, St.
Marys, IA 50241

R/
ENV.

Return Document to: Ryan J. Ellis, 209 N. Buxton St., Indianola, Iowa 50125,
(515) 962-9080

Grantors: John J. Gehringer
Amber L. Gehringer

Grantees: John J. Gehringer
Amber L. Gehringer

Legal Description: See Easement *Page 2*

SHARED POND EASEMENT AND MAINTENANCE AGREEMENT

WHEREAS John J. Gehringer and Amber L. Gehringer, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, are the owners of the following described real property in Warren County, Iowa, to wit:

The Northeast Quarter of the Northwest Quarter of Section 22, Township 75 North, Range 25 West of the 5th P.M., Warren County, Iowa,

EXCEPT Parcel "H" of the survey being that part of the Northeast Quarter of the Northwest Quarter of Section 22, Township 75 North, Range 25 West of the 5th P.M., Warren County, Iowa, as shown in Instrument Number 2020-02607,

AND EXCEPT Parcel "J" of the survey being that part of the Northeast Quarter of the Northwest Quarter of Section 22, Township 75 North, Range 25 West of the 5th P.M., Warren County, Iowa, as show in Instrument Number 2020-02608.

AND WHEREAS John J. Gehringer and Amber L. Gehringer, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, are the owners of the following described real property in Warren County, Iowa, to wit:

Parcel J of the Plat of Survey filed with the Warren County Recorder in Instrument Number 2020-02608, described as follows:

That part of the Northeast Quarter of the Northwest Quarter of Section 22, Township 75 North, Range 25 West of the 5th P.M., Warren County, Iowa, described as follows: Beginning at the Southeast corner of said Northeast Quarter of the Northwest Quarter; thence North 89 degrees 34 minutes 58 seconds West, 816.63 feet along the South line of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 27 minutes 02 seconds East, 615.44 feet; thence North 48 degrees 46 minutes 50 seconds East, 403.21 feet; thence South 59 degrees 45 minutes 01 seconds East, 593.97 feet to the East line of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 27 minutes 00 seconds West, 587.86 feet to the Point of Beginning, having an area of 13.89 acres.

AND WHEREAS John J. Gehringer and Amber L. Gehringer, husband and wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, are the owners of the following described real property in Warren County, Iowa, to wit:

Parcel H of the Plat of Survey field with the Warren County Recorder in Instrument Number 2020-02607, described as follows:



That part of the Northeast Quarter of the Northwest Quarter of Section 22, Township 75 North, Range 25 West of the 5th P.M., Warren County, Iowa, described as follows; Beginning at the North Quarter corner of said Section 22; thence South 00 degrees 27 minutes 00 seconds West, 745.00 feet along the East line of said Northeast Quarter of the Northwest Quarter; thence North 59 degrees 45 minutes 01 seconds West, 651.09 feet; thence North 00 degrees 26 minutes 59 seconds East, 421.64 feet to the North line of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 31 minutes 43 seconds East, 565.00 feet to the Point of Beginning, having an area of 7.57 Acres.

AND WHEREAS it is desirable for the owners of the above referenced parcels (hereinafter referred to as "parties") to enter into a mutually agreeable arrangement concerning a shared pond which is situated on the three adjoining parcels of land, and in consideration of good and valuable consideration, the parties agree as follows:

- 1. EASEMENT FOR MUTUAL USE AND ACCESS:** That the parties mutually grant to each party herein, and their successors in interest, an easement for the full use of pond situated on the three adjoining parcels of land referenced above (hereinafter referred to as "shared pond"). In the event the parcels are split further, this mutual easement shall only be effective between the parties whose parcels are immediately adjacent to the pond.
- 2. USE AND CARE OF EASEMENT:** That the parties hereby agree not to obstruct the use of the shared pond and hereby agree that all parties have an obligation to jointly maintain the shared pond that is affected and benefited by this agreement. The parties jointly agree that use of the pond is primarily for the benefit of the parties and their immediate families and that the parties agree that, on occasion, the parties may invite friends/relatives to enjoy the pond as well. However, the parties jointly agree that they will not allow any visitors/relatives to enjoy the pond or to be on the pond property unless they are accompanied by one of more of the parties. Hunting and/or trapping of any kind or nature is strictly prohibited and will not be allowed by owners or their guests unless agreed to in writing by all parties.
- 3. MOTORS:** That the parties jointly agree that internal combustion engines for boats are not allowed on the subject pond. Only electric "trolling" motors will be allowed to be used on said pond. Kayaks, jon boats and row boats are allowed on the pond when



being used. However, if they are not in use, said boats must be pulled to the shore and securely affixed.

4. **SHORELINE AND DAM:** That the parties jointly agree that none of the parties may modify the existing shoreline or dam unless agreed to in writing by all parties. In the event that the shoreline or the dam needs repaired, the parties will obtain no less than two (2) bids/estimates for the necessary repairs. The parties jointly agree to evenly divide the costs of the repairs.
5. **ENVIRONMENTAL MATTERS:** The parties are not aware that any parcel referenced herein and/or the shared pond is affected by any environmental hazard of any nature that they are aware of. The parties agree to sign any and all environmental documents as required by any governmental agency/Warren County/State of Iowa/Federal Government that may be required.
6. **MAINTENANCE AND COSTS:** The parties will work amongst themselves to arrange for maintenance of said pond. No reasonable maintenance or reimbursements for work done on the pond will be withheld by either party except as noted below. Cost shall not exceed a maximum of \$300.00 for any single item of maintenance. Any costs in excess of \$300.00 must be agreed to in writing by all parties. Any physical labor/work performed by the parties or any of their relatives will not be monetarily reimbursed in any fashion.
7. **FISH:** In the event of a fish kill or if the pond freezes out, the parties jointly agree to consult with the Iowa Department of Natural Resources for its recommendation in regard to the proper species and numbers when restocking the pond. The parties jointly agree to evenly divide all costs associated with the fish restocking.
8. **EASEMENT BINDING UPON SUCCESSORS:** The rights, conditions, and provisions with respect to this Shared Pond Easement and Maintenance Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors in interest, and assigns of the owners of all parcels of land as shown above.
9. **TERMINATION MODIFICATION OR AMENDMENT:** This Shared Pond Easement and Maintenance Agreement may be terminated or amended by the agreement of the respective parties or their successors in interest at any time in writing when the parties agree to it.



DATED ON THIS 8th DAY OF June, 2020.

PROPERTY OWNERS:

John J. Gehringer
John J. Gehringer

Amber L. Gehringer
Amber L. Gehringer

Subscribed and sworn to before me on this 8th day of June, 2020 by
John J. Gehringer and Amber L. Gehringer.

Breanna J. Vickroy
Notary Public, in and for the State of Iowa

