



Document 2026 1934

Book 2026 Page 1934 Pages 5
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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

Prepared by: T Ivan Kling, 148 W. 2nd Street, Suite 4 Madrid, IA 50156 Phone: (515)-419-1471

Return to: ~~Same~~ Eric Kenoyer 1270 Upland Lane Van Meter, Iowa
50261

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (“Agreement”) is made and entered into as of this 29th day of June, 2026, by and between, Everett Kenoyer and Sheri Kenoyer (“Grantors”), and Eric Kenoyer (“Grantee”).

RECITALS

WHEREAS, Grantors are the owners of certain real property located in Madison County, Iowa, as more particularly described in *Exhibit A* attached hereto and incorporated herein by reference (the “Grantor Property”);

WHEREAS, Grantee is the owner of certain real property adjacent to or near the Grantor Property; as more particularly described in *Exhibit B* attached hereto and incorporated herein by reference (the “Grantee Property”);

WHEREAS, Grantee desires to obtain from Grantor a non-exclusive 50-foot wide Road Easement for ingress and egress access upon, over, under, along and across the North Line of Grantor Property; and

WHEREAS, Grantors agree to grant such an easement under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement

Grantors hereby grant and convey to Grantee, his successors and assigns, a perpetual, non-exclusive 50-foot wide Road Easement over, across, and through the North Line of the Grantor Property, for the purpose of constructing, maintaining, repairing, and using an access road for vehicular ingress and egress to and from the Grantee’s property.

2. Location and Width of Easement

The exact location and width of the Easement shall be determined by mutual agreement of the parties.

3. Maintenance

Grantee shall be solely responsible for the construction, maintenance, and repair of the access road.

4. Costs and Expenses

Any and all costs associated with obtaining the Access Easement, including but not limited to legal fees, survey costs, and permit application fees, shall be paid by the Grantee.

5. Binding Effect

This Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

7. Entire Agreement

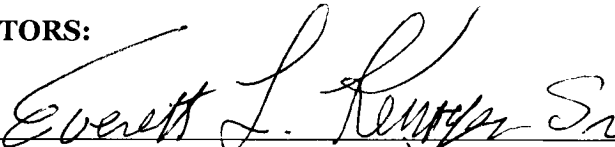
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

8. Amendments

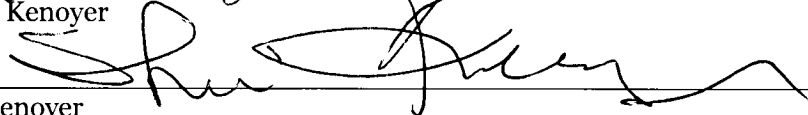
This Agreement may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement as of the date first written above.

GRANTORS:

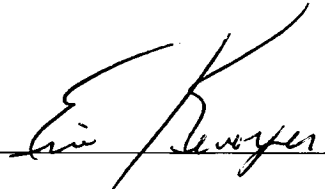


Everett Kenoyer



Sheri Kenoyer

GRANTEE:



Eric Kenoyer

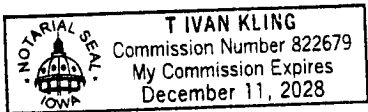
Exhibits:

Exhibit A – Legal Description of Grantor Property

Exhibit B – Legal Description of Grantee Property

STATE OF IOWA)
) ss:
COUNTY OF Polk)

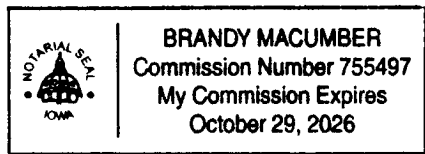
On this 19th day of June, 2026 before me, the undersigned, A Notary Public in and for said County and State, personally appeared Everett Kenoyer and Sheri Kenoyer to me known to be the identical person(s) name in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



TIK
NOTARY PUBLIC – STATE OF IOWA

STATE OF IOWA)
) ss:
COUNTY OF Madison)

On this 29 day of June, 2026 before me, the undersigned, A Notary Public in and for said County and State, personally appeared Eric Kenoyer to me known to be the identical person(s) name in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



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NOTARY PUBLIC – STATE OF IOWA

EXHIBIT "A"

Legal Description of Grantor Property

The North Half (1/2) of the Southeast Quarter (1/4) of Section Sixteen (16) Township Seventy-Seven (77) North, Range Twenty-Six (26) West of the 5th P.M., Madison County, Iowa,

Less and Except: The South Half (1/2) of the North Half (1/2) of the Southeast Quarter (1/4) of Section Sixteen (16), Township Seventy-Seven (77) North, Range Twenty-Six (26) West of the 5th P.M., Madison County, Iowa, except Parcel "E", located in that part of the South Half (1/2) of the North Half (1/2) of the Southeast Quarter (1/4) of Section Sixteen (16), Township Seventy-Seven (77) North, Range Twenty-Six (26) West of the 5th P.M., Madison County, Iowa as shown in Plat of Survey filed in Book 3, Page 93 on August 19, 1997 in the Office of the Recorder of Madison County, Iowa.

EXHIBIT "B"

Legal Description of Grantee Property

The North Half (1/2) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Sixteen (16), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.