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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	✓
RECORDED	✓
COMPARED	✓

Preparer Information: James D. Beatty, 2829 Westown Parkway Ste #310, West Des Moines, Iowa 50266
James D. Beatty ISBA#8223 Phone: (515) 255-1100

Space above this line for Recorder

After recording, please return to: James D. Beatty, 2829 Westown Parkway, West Des Moines, Iowa 50266.
Phone: (515) 225-1100

PERPETUAL ROAD ACCESS AND UTILITY EASEMENT AGREEMENT

COMES NOW, Kevin S. Fifo and Jean A. Sherrard-Fifo, husband and wife, (hereinafter referred to as the "Fifos"), the owners of record of the following described property:

Lot One (1) of Kiowa Valley Subdivision, located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) and the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Fifteen (15), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; and

Lot Two (2) of Kiowa Valley Subdivision, located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) and the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Fifteen (15), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; and

And

Kevin C. Boyle and Rosemary G. Boyle, husband and wife, (hereinafter referred to as the Boyles), the owners of record of the following described property:

Lot Three (3) of Kiowa Valley Subdivision, located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) and the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Fifteen (15), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; and



WHEREAS, the Boyles desire to have a perpetual road access and utility easement for the right of ingress and egress to and from their property and desire to enter into an agreement setting forth the responsibility of each party to construct, maintain, and repair said road and utility lines.

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Fifos, as Grantors, grant and convey to the Boyles, as Grantees, and their successors, heirs, and assigns, a perpetual easement for road access and utilities for the right of ingress and egress to and from the Boyles' property and which is located on the following described property:

1. A 66 foot wide private road and public utility easement across Lot 1 and a portion of Lot 2 of KIOWA VALLEY Subdivision which is 33 feet either side of the following described centerline:

Commencing at the Southeast Corner of Section 15, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North 89°58'39" West 33.00 feet along the South line of the Southeast Quarter of the Southeast Quarter of said Section 15 to the Point of Beginning; thence North 00°08'15" East 300.82 feet; thence South 88°08'19" West 299.12 feet to the end of the easement (such property locally known as Kiowa Court, a private road), AND

2. A 30 foot wide access and public utility easement from the end of Kiowa Court, as described above, across Lot 2 to the South line of Lot 3 the Centerline of which is described as follows:

Beginning at the West end of Kiowa Court as described above; thence North 01°37'29" East 659.13 feet; thence North 19°58'48" West 180.03 feet to the South line of Lot 3 which is the end of the easement.

The portion of this easement set out in paragraph 1 above for road access is for a road that shall be utilized by both the Fifos and by the Boyles. The Fifos and the Boyles shall be equally responsible for constructing, maintaining, and repairing said portion of the road. The portion of this easement set out in paragraph 2 above for road access is for a road that will be utilized by only the Boyles. The Boyles shall be solely responsible for the constructing, maintaining and repairing said portion of the road .

The easement created hereby shall be a covenant running with the land and shall be binding upon the undersigned parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands this 26th
day of August, 2005.

[Signature]
Kevin S. Fifo

[Signature]
Kevin C. Boyle

[Signature]
Jean A. Sherrard-Fifo

[Signature]
Rosemary G. Boyle

STATE OF IOWA, COUNTY OF Polk: SS

On this 26th day of August, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin S. Fifo and Jean A. Sherrard-Fifo, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

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



STATE OF IOWA, COUNTY OF Polk: SS

On this 29th day of August, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin C. Boyle and Rosemary G. Boyle, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

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

