

DAVENPORTS



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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

## JOINT ROADWAY AGREEMENT

✓ **Prepared by and return to:** Aaron M. Hubbard, Critelli & Hubbard, P.C., 9902 Swanson Boulevard, Des Moines, Iowa 50325-6932 (515) 255-8750

**Grantor/Affiant:** Doreen Kay Ferris; ~~Frank Charles Butler and Arvana M. Butler~~; Stanley F. Rogers and Carolyn L. Rogers; Terry D. Davenport and Dorothy E. Davenport; ~~Linda Joy Gray~~; Mike Petro; and ~~Andre Outlaw~~

**Grantee:** The Public

**Legal Description:** Lots One (1) through Eight (8) of Cunningham Rural Estates Sub-District, Madison County, Iowa, located in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14) and in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-three (23) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa

RE: Cunningham Rural Estates Sub-District located in Madison County, Iowa

It is desirable for the below-noted parties and owners to enter into a Joint Roadway Agreement concerning a joint roadway which runs between eight Lots described as follows:

Doreen Kay Ferris: Lots One (1) and Two of Cunningham Rural Estates Subdivision – Madison County, Iowa, located in the Southwest quarter (1/4) of the Southwest quarter (1/4) of Section fourteen (14) and in the Northwest quarter (1/4) of the Northwest quarter (1/4) of Section Twenty-three (23), all in Township Seventy-five (75) North, Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa

Doreen Kay Ferris: Lot Three (3) Cunningham Rural Estates Sub-District, located in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14) and in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-three (23), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa

~~Frank Charles Butler and Arvana M. Butler: Lot Four (4) of Cunningham Rural Estates Sub-District, Madison County, Iowa, located in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14) and in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-three (23), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa~~

Stanley F. Rogers and Carolyn L. Rogers, husband and wife: Lot Five (5) of Cunningham Rural Estates Sub-District, Madison County, Iowa, located in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14) and in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-three (23) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa

Terry D. Davenport and Dorothy E. Davenport, husband and wife: Lot Six (6) of Cunningham Rural Estates Sub-District, Madison County, Iowa, located in the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14) and in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-three (23) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa

~~Linda Joy Gray: Lot 7 of Cunningham Rural Estates, situated in Section Twenty-three (23) of Township Seventy-five (75) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa~~

Mike Petro: All that part of Lot Eight (8) of Cunningham Rural Estates, a Subdivision of part of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14) and of part of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-three (23) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, lying East of the center line of the 40 foot wide private drive and utility easement extending across said Lot



~~Andre Outlaw: All that part of Lot Eight (8) of Cunningham Rural Estates, a Subdivision of part of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14) and of part of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-three (23) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, lying West of the center line of the 40 foot wide private drive and utility easement extending across said Lot.~~

and in consideration of good and valuable consideration, the above-referenced parties and owners agree as follows:

Andre Outlaw and Linda Gray have not signed this agreement as they have stated that they do not use the roadway and would not benefit from the agreement.

Frank and Arvana Butler have executed this agreement but their signatures are only by copy and have been redacted from this agreement, their signatures will be incorporated by seperatly filed document.

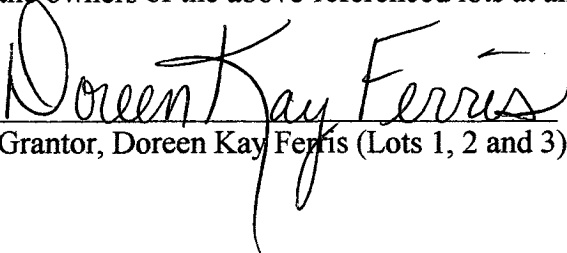
That the above-referenced parties who are owners of the above-referenced properties hereby mutually agree to maintain the joint roadway which serves and adjoins the above-referenced properties.

That the above parties and owners hereby agree to split all costs of maintenance on a 1/8th basis as there are eight Lots which are affected.

That the parties agree to meet on at least an annual basis, or sooner if the majority of owners of the Lots request, for the purpose of determining what maintenance needs to be done on the roadway in question. The parties and owners must be given fifteen (15) days' written notice before any binding or formal meeting or vote will take place concerning the maintenance of the joint roadway. A simple majority vote (of the Lots) will determine what repairs are to be made and what bids are to be accepted to repair the road. After the work has been completed and a final bill has been received, the respective owners shall have fifteen (15) days from receipt of said bill in order to remit payment. In the event payment is not received within fifteen (15) days after billing, the owners that have not paid may be required to pay interest, attorney fees, filing fees, collection fees, etc., if it is necessary to hire legal counsel to undertake legal or court action to collect moneys due to pay for said road repairs.

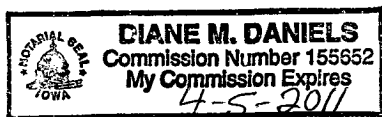
That the Joint Roadway Agreement applies to the successors in interest to the parties and owners of the above parcels of land, as well as their heirs and assignees.

This Joint Roadway Agreement may be amended or modified in writing by a simple majority of the owners of the above-referenced lots at any time, and said document must be filed of record.

  
Grantor, Doreen Kay Ferris (Lots 1, 2 and 3)

STATE OF IOWA, COUNTY OF Madison, ss:

On this 21<sup>st</sup> day of August, 2009, before me, a Notary Public, personally appeared Doreen Kay Ferris, to me known to be the identical persons named in and who executed this Joint Roadway Agreement, and acknowledged that they executed the same as their voluntary act and deed.



  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

\_\_\_\_\_  
Grantor, Frank Charles Butler (Lot 4)

\_\_\_\_\_  
Grantor, Arvana M. Butler (Lot 4)

That the above-referenced parties who are owners of the above-referenced properties hereby mutually agree to maintain the joint roadway which serves and adjoins the above-referenced properties.

That the above parties and owners hereby agree to split all costs of maintenance on a 1/8th basis as there are eight Lots which are affected.

That the parties agree to meet on at least an annual basis, or sooner if the majority of owners of the Lots request, for the purpose of determining what maintenance needs to be done on the roadway in question. The parties and owners must be given fifteen (15) days' written notice before any binding or formal meeting or vote will take place concerning the maintenance of the joint roadway. A simple majority vote (of the Lots) will determine what repairs are to be made and what bids are to be accepted to repair the road. After the work has been completed and a final bill has been received, the respective owners shall have fifteen (15) days from receipt of said bill in order to remit payment. In the event payment is not received within fifteen (15) days after billing, the owners that have not paid may be required to pay interest, attorney fees, filing fees, collection fees, etc., if it is necessary to hire legal counsel to undertake legal or court action to collect moneys due to pay for said road repairs.

That the Joint Roadway Agreement applies to the successors in interest to the parties and owners of the above parcels of land, as well as their heirs and assignees.

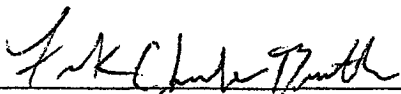
This Joint Roadway Agreement may be amended or modified in writing by a simple majority of the owners of the above-referenced lots at any time, and said document must be filed of record.

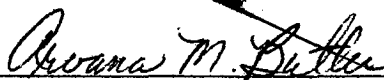
\_\_\_\_\_  
Grantor, Doreen Kay Ferris (Lots 1, 2 and 3)

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared Doreen Kay Ferris, to me known to be the identical persons named in and who executed this Joint Roadway Agreement, and acknowledged that they executed the same as their voluntary act and deed.

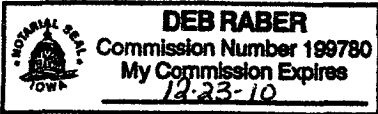
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

  
\_\_\_\_\_  
Grantor, Frank Charles Butler (Lot 4)

  
\_\_\_\_\_  
Grantor, Arvana M. Butler (Lot 4)

STATE OF IOWA, COUNTY OF Polk, ss:

On this 25<sup>th</sup> day of August, 2009, before me, a Notary Public, personally appeared Frank Charles Butler and Arvana M. Butler, to me known to be the identical persons named in and who executed this Joint Roadway Agreement, and acknowledged that they executed the same as their voluntary act and deed.



Deb Raber  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

\_\_\_\_\_  
Grantor, Stanley F. Rogers (Lot 5)

\_\_\_\_\_  
Grantor, Carolyn L. Rogers (Lot 5)

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared Stanley F. Rogers and Carolyn L. Rogers, to me known to be the identical persons named in and who executed this Joint Roadway Agreement, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

\_\_\_\_\_  
Grantor, Terry D. Davenport (Lot 6)

\_\_\_\_\_  
Grantor, Dorothy E. Davenport (Lot 6)

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared Terry D. Davenport and Dorothy E. Davenport, to me known to be the identical persons named in and who executed this Joint Roadway Agreement, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

STATE OF IOWA, COUNTY OF Madison, ss:

On this 21<sup>st</sup> day of August, 2009, before me, a Notary Public, personally appeared Frank Charles Butler and Arvana M. Butler, to me known to be the identical persons named in and who executed this Joint Roadway Agreement, and acknowledged that they executed the same as their voluntary act and deed.

Diane M. Daniels



NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

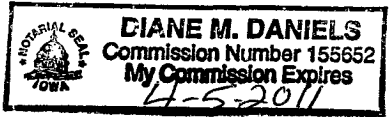
Stanley F. Rogers  
Grantor, Stanley F. Rogers (Lot 5)

Carolyn L. Rogers  
Grantor, Carolyn L. Rogers (Lot 5)

STATE OF IOWA, COUNTY OF Madison, ss:

On this 21<sup>st</sup> day of August, 2009, before me, a Notary Public, personally appeared Stanley F. Rogers and Carolyn L. Rogers, to me known to be the identical persons named in and who executed this Joint Roadway Agreement, and acknowledged that they executed the same as their voluntary act and deed.

Diane M. Daniels



NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

Terry D. Davenport  
Grantor, Terry D. Davenport (Lot 6)

Dorothy E. Davenport  
Grantor, Dorothy E. Davenport (Lot 6)

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared Terry D. Davenport and Dorothy E. Davenport, to me known to be the identical persons named in and who executed this Joint Roadway Agreement, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_\_\_ day \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared Frank Charles Butler and Arvana M. Butler, to me known to be the identical persons named in and who executed this Joint Roadway Agreement, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

\_\_\_\_\_  
Grantor, Stanley F. Rogers (Lot 5)

\_\_\_\_\_  
Grantor, Carolyn L. Rogers (Lot 5)

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared Stanley F. Rogers and Carolyn L. Rogers, to me known to be the identical persons named in and who executed this Joint Roadway Agreement, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

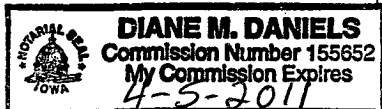
Terry D. Davenport  
Grantor, Terry D. Davenport (Lot 6)

Dorothy E. Davenport  
Grantor, Dorothy E. Davenport (Lot 6)

STATE OF IOWA, COUNTY OF Madison, ss:

On this 21<sup>st</sup> day of August, 2009, before me, a Notary Public, personally appeared Terry D. Davenport and Dorothy E. Davenport, to me known to be the identical persons named in and who executed this Joint Roadway Agreement, and acknowledged that they executed the same as their voluntary act and deed.

Diane M. Daniels  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA



~~\_\_\_\_\_  
Grantor, Linda Joy Gray (Lot 7)~~

~~STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:~~

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared Linda Joy Gray, to me known to be the identical person named in and who executed this Joint Roadway Agreement, and acknowledged that she executed the same as her voluntary act and deed.~~

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

x

Mike Petro  
\_\_\_\_\_  
Grantor, Mike Petro (Lot 8)

STATE OF IOWA, COUNTY OF Madison, ss:

On this 24<sup>th</sup> day of August, 2009, before me, a Notary Public, personally appeared Mike Petro, to me known to be the identical person named in and who executed this Joint Roadway Agreement, and acknowledged that he executed the same as his voluntary act and deed.

Linda K. Dutton  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA



~~\_\_\_\_\_  
Grantor, Andre Outlaw (Lot 8)~~

~~STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:~~

~~On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public, personally appeared Andre Outlaw, to me known to be the identical person named in and who executed this Joint Roadway Agreement, and acknowledged that he executed the same as his voluntary act and deed.~~

\_\_\_\_\_