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ACCESS AND UTILITY EASEMENT AGREEMENT

RE: Parcels B, C, D, and E, located in the SE ¼ of the SE ¼ of Section 1, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa.

THIS AGREEMENT is made this 31st day of May, 2011 by and between **First Federal Savings Bank of Iowa**, a federally-chartered savings bank with its principle place of business at 825 Central Avenue, Fort Dodge, Iowa (hereinafter referred to as "*First Federal*"), and **Raymond and Nadine Wasteney**, husband and wife, of 1081 US Highway 169, Winterset, IA 50072 (hereinafter jointly referred to as "*Wasteney*")

Recitals

WHEREAS, First Federal owns: **Parcel B** of the SE ¼, SE ¼ of Section 1-77-28, Madison County, Iowa (as more particularly described in that Plat of Survey filed for record on August 12, 1997 in Book 3, at page 85); AND **Parcel E** of said SE ¼, SE ¼ (as more particularly described in that Plat of Survey filed for record on August 12, 1997 in Book 3, at page 88).

WHEREAS, Wasteney owns: **Parcel C** of the SE ¼, SE ¼ of Section 1-77-28, Madison County, Iowa (as more particularly described in that Plat of

Survey filed for record on August 12, 1997 in Book 3, at page 86; AND Parcel D of said SE ¼, SE ¼ (as more particularly described in that Plat of Survey filed for record on August 12, 1997 in Book 3, at page 87); and

WHEREAS, the above-described parcels are adjacent to each other, and, beginning with parcel E; extend westward beginning from the west right-of-way of Highway 169; and

WHEREAS, access to Parcel E is directly off of Highway 169, while access to the remaining Parcels is over the north forty (40) feet of the adjacent Parcels to the east. The above-referenced Plats of Survey for Parcels C, D, and E indicate an "Access and Public Utility Easement" along the north forty (40) feet of those Parcels; and

WHEREAS, the parties desire to memorialize the terms and conditions regarding the Parcel owners' mutual rights and obligations with respect to said 40 foot strip; and

WHEREFORE, In consideration of the mutual promises herein, and other mutual and valuable consideration, the parties **AGREE** as follows:

1. Grant of Mutual Cross Easements

First Federal and Wastenev hereby grant to each other, and their successors and assigns in perpetuity, a permanent easement over the north forty feet (40') of parcels C, D, and E (collectively referred to as the "Easement Area") for purposes of access between Parcels B, C, D, and E and Highway 169. Said Easement Area shall be available for use as a driveway by the parties and their respective invitees and guests.

In addition to use as a driveway for access, the parties hereby grant to each other (and their successors) a permanent easement on, over, under, and across the Easement Area for the placement of utilities serving said Parcels B, C, D and E (including but not limited to: water, electricity, telephone, cable, gas and sewer). All utilities shall be located below ground, and shall be installed so as to preserve adequate room for the passage of vehicles over the roadway that currently exists on the Easement Area. Any disturbance to the surface of the Easement Area resulting from the installation or maintenance of utilities thereon shall be promptly restored to the prior condition by the party responsible for said installation or maintenance activity.

2. Limitations

Neither party shall do (or allow) any act that prohibits, restricts, or impedes any Parcel owner from using the Easement Area for the purposes set forth in Paragraph 1 above. The parties acknowledge that a violation of this paragraph can not be adequately remedied by money damages; and by executing this Agreement, they consent to the entry of temporary and permanent Injunctive relief to enforce these provisions.

3. Maintenance.

All costs of maintaining the roadway on the Easement Area in reasonable condition for motor vehicle use, including but not limited to the periodic adding of road stone and grading, shall be paid for in equal shares by the owners of the Parcels (or any portion of the Parcels should they hereafter be further divided).

Except for snow removal as discussed in paragraph 4 below, it is the intent of this Agreement that the individual Parcel owners shall not, and shall not be obligated to, separately maintain the portion of the roadway on their respective Parcels (other than minimal upkeep), but rather that the roadway be treated as a common driveway for the Parcels to be uniformly and jointly maintained by the owners of the Parcels.

Should any owner feel that the roadway is in need of repair, they shall obtain an estimate for said work and send a copy to all of the other Parcel owners. If, within thirty (30) days from the receipt of said estimate, the other owners agree, then the owners shall pay the requesting party their share of the repair costs, and the requesting party shall have the work completed.

In the event the owners can not agree on the need for or the scope of a requested repair to the roadway, then the requesting owners may seek a judicial determination as to the reasonableness of the requested repair (both as to scope and as to cost), and the Court is authorized to award attorney fees to the successful party. The parties consent to jurisdiction before a Magistrate Judge for any such determination.

4. Snow Removal. Each owner shall be responsible for the snow removal from the roadway located on their own Parcel (or portion of a Parcel).

5. Use Restriction. First Federal hereby agrees and covenants that no commercial livestock facilities for hogs or chickens shall be maintained on Parcel B. This covenant shall bind all successor owners of said Parcel B.

6. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and permitted assigns.

7. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements, oral and written, among the Parties hereto with respect to the subject matter hereof.

First Federal Savings Bank of Iowa

BY *C. Thomas Chalstrom*
C. Thomas Chalstrom,
President and COO

BY *Theresa L. Dooley*
Theresa L. Dooley,
Assistant Corporate Secretary

STATE OF IOWA)

)SS.

COUNTY OF WEBSTER)

On this 16th day of ~~May~~ ^{June}, 2011, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared C. Thomas Chalstrom and Theresa L. Dooley, to me personally known, who, being by me duly sworn, did say that they are the President & COO and Assistant Corporate Secretary of the corporation executing the foregoing instrument; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; that C. Thomas Chalstrom and Theresa L. Dooley acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Nicholas Huse
Notary Public

My Commission Expires 3-27-13



Raymond Wastenev
Raymond Wastenev

Nadine Wastenev
Nadine Wastenev

STATE OF IOWA)
) SS.
COUNTY OF WEBSTER)

On this 31 day of May, 2011, before me, the undersigned, a Notary Public In and for said State, personally appeared Raymond Wastenev and Nadine Wastenev, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Karen Winebrenner
Notary Public

My Commission Expires 5-2014