D. William Johnson
909 Emerson Dr.
Manchester IA
52057

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DELAWARE COUNTY IOWA
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BOOK 8 PAGE 144
DEBORAH L. PETTON
DELAWARE CO. RECORDER
$21.00

Preparer Information:

Daniel H. Swift	108 N. Madison St.	Manchester	319-927-4901
Preparer's Name	Street Address	City	Phone Number

JOINT DRIVEWAY AGREEMENT

NOW ON THIS 23rd DAY OF NOVEMBER, 1998, Robert F. Emerson and Marilyn Jean Emerson, husband and wife, 912 North Franklin Street, Manchester, Iowa, 52057, and D. William Johnson and Maxine Johnson, husband and wife, 914 North Franklin Street, Manchester, Iowa 52057, hereby agree as follows:

RECITALS

1. Robert F. Emerson and Marilyn Jean Emerson, husband and wife, are the owners of the following described real estate, to-wit:

> Lot One (1) and the South one-half (S ½) of Lot Two (2), of John Swift First Subdivision, Manchester, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Pages 138-140, and an undivided one-half interest in the cul-de-sac access to said real estate described in said plat as "West View Lane"

2. D. William Johnson and Maxine Johnson, husband and wife, are the owners of the following described real estate, to-wit:

> Lot Three (3) and the North Half (N ½) of Lot Two (2) of John Swift First Subdivision, Manchester, Delaware County, Iowa according to Plat recorded in Book 2 Plats, Pages 138-140, and an undivided one-half interest in the cul-de-sac access to said real estate described in said plat as "West View Lane"

3. The parties own a common private drive and wish to memorialize this Agreement relating thereto.

IT IS, THEREFORE, AGREED, as follows:

SECTION ONE
LOCATION OF EASEMENT

Both parties hereby grant, sell, assign, and convey to each other, their heirs, successors, grantees and assigns and hereby reserve to themselves a perpetual easement over, under and across the cul-de-sac access to said Lots described in the Plat of said Subdivision as "West View Lane" in common with the other rightfully using same, for driveway and roadway purposes and for purpose of running water lines, gas lines, telephone lines, and/or other utilities beneath thereof.

SECTION TWO
EXPENSES TO BE SHARED

The parties agree to share the costs and expense of maintaining the above-described Easement in good repair.

SECTION THREE
MAINTENANCE AND REPAIRS DEFINED

The repairs and maintenance to be undertaken and performed under this Agreement shall include maintenance and repairs desired, such as filling of chuck-holes, repair, maintenance, resurfacing, and other matters agreed between the parties. Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repairs specified above, shall not be undertaken under this Agreement except with the prior, express and written consent of each of the parties and an assumption by each of the parties in writing of their proportionate share of financial liability for the costs of such additional repairs or maintenance.

SECTION FOUR
SNOW REMOVAL

The parties shall share equally the cost of snow removal on the cul-de-sac known as "West View Lane".

SECTION FIVE
DRIVEWAY PURPOSES DEFINED

"Driveway purposes" as used in this Agreement means the residential driveway, and it is agreed that no commercial vehicles or vehicles or more than three axles shall use

or travel across the right of way described above. This definition shall exclude common carriers such as UPS, Airborne Express, FedEx, etc.

SECTION SIX
EASEMENT TO RUN WITH THE LAND

The grant of this Easement and this Agreement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their heirs, successors, and assigns.

SECTION SEVEN
GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

SECTION EIGHT
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION NINE
MODIFICATION OF AGREEMENT

Any modification or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.

IN WITNESS THEREOF, each party to this Agreement has caused it to be executed at Manchester, Iowa, on the date indicated below.

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DATED THIS 7th DAY OF JULY, 1998.

Robert F. Emerson

Marilyn Jean Emerson

Subscribed and sworn to before me by Robert F. Emerson and Marilyn Jean Emerson this 7th day of July, 1998.

AMY J. BLUMER
MY COMMISSION EXPIRES
September 5, 1999

Notary Public in and for the State of Iowa

DATED THIS 23rd DAY OF NOVEMBER, 1998.

D. William Johnson

Maxine Johnson

Subscribed and sworn to before me by D. William Johnson and Maxine Johnson this 23rd day of November, 1998.

AMY J. BLUMER
MY COMMISSION EXPIRES
September 5, 1999

Notary Public in and for the State of Iowa