DELAWARE COUNTY IOWA
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BOOK 200 PAGE 261
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$16.00

Preparer Information: (x) Kenneth L. Moss (Individual's Name) | 129 1st Avenue E (Street Address) | Dyersville (City) | (319) 875-7178 (Phone)

JOINT DRIVEWAY AGREEMENT

This Agreement made this 26th day of SEPTEMBER, 2000, by and between Daniel J. Luensmann and Jeanne L. Luensmann, husband and wife, hereafter referred to as FIRST PARTY and Jonathan D. Luensmann, hereafter referred to as SECOND PARTY:

WHEREAS, FIRST PARTY is the owner of the following described real estate, to wit:

> Lot 3-1-1 and Lot 2-1-1 of the Subdivision of Lot 1-1 of "Rockville Estates" located in Section 24, Township 88 North, Range 3 West of the 5th P.M., according to plat recorded in Book 7, Page 61;

AND

WHEREAS, SECOND PARTY is the owner of the following described real estate, to wit:

> Lot 1-1-1 of the Subdivision of Lot 1-1 of "Rockville Estates" located in Section 24, Township 88 North, Range 3 West of the 5th P.M., according to plat recorded in Book 7, Page 61;

AND

WHEREAS, in the plat of the Subdivision of Lot 1-1 of "Rockville Estates" which plat was recorded in Book 7, Page 61, of the Delaware County Recorder's Office, there is shown Easement "A" and Proposed Access Easement "B", both Easements representing driveway access areas;

AND

WHEREAS, FIRST PARTY and SECOND PARTY herein, desire to create for themselves, their heirs, successors, and assigns, a Joint Driveway Easement over and across that portion of Easement "A" and Easement "B" that is located on the West 66 feet of Lot 1-1-1 as shown on the plat recorded in Book 7, Page 61.

NOW THEREFORE, in consideration of the sum of Fifty Dollars ($50.00) paid by FIRST PARTY to SECOND PARTY, receipt of which is hereby acknowledged, and further in

consideration of the mutual promises, obligations, and rights herein created, SECOND PARTY does give, grant and convey to FIRST PARTY, and to their heirs, successors, and assigns, a Right of Way Easement for driveway and roadway purposes over, along and across that portion of both Easement "A" and Proposed Access Easement "B" that lies within and on the West side of Lot 1-1-1 of the Subdivision of Lot 1-1 of "Rockville Estates" located in Section 24, Township 88 North, Range 3 West of the 5th P.M., according to plat recorded in Book 7, Page 61.

The Joint Driveway Easement thus created shall be for the joint use of the parties hereto and for their heirs, successors, and assigns, for joint driveway purposes for all and any kind of vehicles and trucks. Neither party hereto, their heirs, successors, or assigns shall so use or leave any vehicle, or anything else on said driveway area as to prevent the free and uninterrupted use of said driveway by the other party for the purpose of which this Joint Driveway Easement is being created.

It is agreed that FIRST PARTY and SECOND PARTY will share equally the cost of maintaining said driveway in a reasonably good condition, including maintenance and re-construction when reasonably necessary. All decisions regarding any repairs, maintenance or restoration must be mutual between the parties.

FIRST PARTY and SECOND PARTY, their heirs, successors, or assigns shall have the right to access to the property on which the Easement exists for the purpose of doing such work on said roadway or driveway and make such repairs or restoration thereon as are necessary to maintain the driveway in a reasonably good condition.

It is further agreed that SECOND PARTY will not, under any circumstances, hereafter, convey any driveway easement rights to any other party on the property which is the subject of the easement without the prior written consent of the FIRST PARTY.

This Agreement shall be deemed to be binding upon the parties hereto and their heirs, successors and assigns. However, this Easement may be released at any time by appropriate agreement for that purpose entered into between the owners of the above described pieces of property, duly executed and acknowledged and filed for record in the Office of the Recorder of Delaware County, Iowa.

Notwithstanding the above provisions, either party causing damage to said Driveway

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Easement area through negligence on the party themselves or others for them, or on their behalf shall be wholly responsible for any such damage resulting from any such negligence.

The grant of this easement is subject to any lien of record and other easements on the Driveway Easement area, if any, existing on the date of this Agreement.

Dated this 26th day of SEPTEMBER, 2000.

FIRST PARTY

Daniel J. Luensmann

SECOND PARTY

Jonathan D. Luensmann

Jeanne L.Luensmann

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this 26th day of SEPTEMBER, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel J. Luensmann and Jeanne L. Luensmann, 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.

KENNETH L. MOSS Notary Public
In and For the State of Iowa

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this 26th day of SEPTEMBER, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jonathan D. Luensmann, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

KENNETH L. MOSS Notary Public
In and For the State of Iowa

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