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Book 2005 Page 4045

Document 2005 4045 Type 03 006 Pages 6
Date 11/09/2005 Time 9:34 AM
Rec Amt $32.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

JOINT DRIVEWAY AND UTILITY EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:

Kenneth L. Moss, 129 1st Avenue East, P.O. Box 274, Dyersville, IA 52040
(563) 875-7178

Taxpayer Information:

James M. Kintzle
22457 Riegler Road
Sherrill, IA 52073

Return Address:

Moss & Casey
P.O. Box 274
Dyersville, IA 52040

Grantors:

Mark J. Winter
Ann M. Winter

Grantees:

James N. Kintzle
Debra A. Kintzle

Legal Description:

See Page 2 of 5

Document or instrument number if applicable:

JOINT DRIVEWAY AND
UTILITY EASEMENT AGREEMENT
EXHIBIT "A"

It is agreed this 1st day of December, 2005, between MARK J. WINTER and ANN M. WINTER, husband and wife, hereafter referred to as "WINTER" and JAMES N. KINTZLE and DEBRA A. KINTZLE, husband and wife, hereafter referred to as "KINTZLE".

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

PARCEL B Part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), Section Twenty-five (25), Township Eighty-nine North (T89N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, containing a total of 20.75 acres including 1.00 acre of public road right of way; subject to easements of record in Delaware County, Iowa, according to Plat of Survey filed September 20, 2005, in Book 2005, Page 3348.

AND WHEREAS KINTZLE owns the following described real estate, to wit:

Parcel C Comprised of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) and part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) all in Section Twenty-five (25), Township Eighty-nine North (T89N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, subject to easements of record according to Plat of Survey filed September 20, 2005, in Book 2005, Page 3348;

AND

PARCEL I Part of the Northwest Quarter (NW¼) of the Southwest Quarter

(SW¼), Section Thirty (30), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, subject to easement of record according to Amended Plat of Survey filed September 21, 2005, in Book 2005, Page 3361.

WHEREAS, WINTER and KINTZLE desire to create for themselves, their heirs, successors and assigns, a Private Joint Driveway Easement , located on Easement A, which is located on Parcel B, as the same is shown on Plat of Survey dated September 20, 2005, and filed for record on September 20, 2005, at Book 2005, Page 3348, in the Delaware County, Iowa, Recorder's Office. See attached "Detail Easement A."

NOW THEREFORE, and in consideration of the mutual promises, obligations and rights herein created, WINTER does give and convey to KINTZLE and to their heirs, successors and assigns, a right of way or easement over, along, and across the said Easement A, shown on the Plat of Survey of Parcel B dated September 20, 2005.

This driveway easement granted is not an exclusive easement, but rather this is a joint driveway easement to be shared by the parties to this Agreement and their heirs, successors and assigns. Neither party hereto, their heirs, successors or assigns, shall use or leave any vehicle, or anything else on said driveway area, so as to prevent the free and uninterrupted use of said driveway by the other party for the purpose for which this joint driveway easement was created.

It is agreed that all improvements to the driveway for driveway purposes, whether initially installed or subsequently installed, including subsequent repairs, maintenance and reconstruction, must be agreed to by both WINTER and KINTZLE in writing prior to the installation of the improvements. That WINTER and KINTZLE, their heirs, successors, or

assigns, shall each pay fifty percent (50%) of the cost of maintaining said driveway easement area in a reasonably good condition, and such cost of maintenance shall include reconstruction when reasonably necessary. If, after prior written mutual agreement to installation of any improvement, either party should spend money to pay for one hundred percent (100%) of the cost of maintenance or repairs, that party paying for such repairs, shall be entitled to recover from the other party one-half of the cost thereof. If either party causes damage to said driveway area through his negligence, or others for him or on his behalf, that party shall be wholly responsible for the damage.

Each party hereto, at his own discretion, can decide to remove snow from the Easement A area and will pay all of the cost for the snow removal.

KINTZLE, at his discretion, may remove presently existing large tree located on Easement A and KINTZLE agrees to pay all of the cost of this tree removal.

This agreement shall be deemed to be a covenant running with the title to the land and shall be binding upon the parties hereto, and upon their heirs, successors, and assigns.

Dated this 28th day of SEPTEMBER, 2005.

Mark J. Winter

Ann M. Winter

Dated this 1st day of November, 2005.

James N. Kintzle

Debra A. Kintzle

STATE OF IOWA, DUBUQUE COUNTY, SS:

On this 28TH day of SEPTEMBER, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark J. Winter and Ann M. Winter, husband and wife, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

KENNETH L. MOSS
Iowa Notarial Seal
Commission Number: 200111
My Commission Expires: 5/8/07

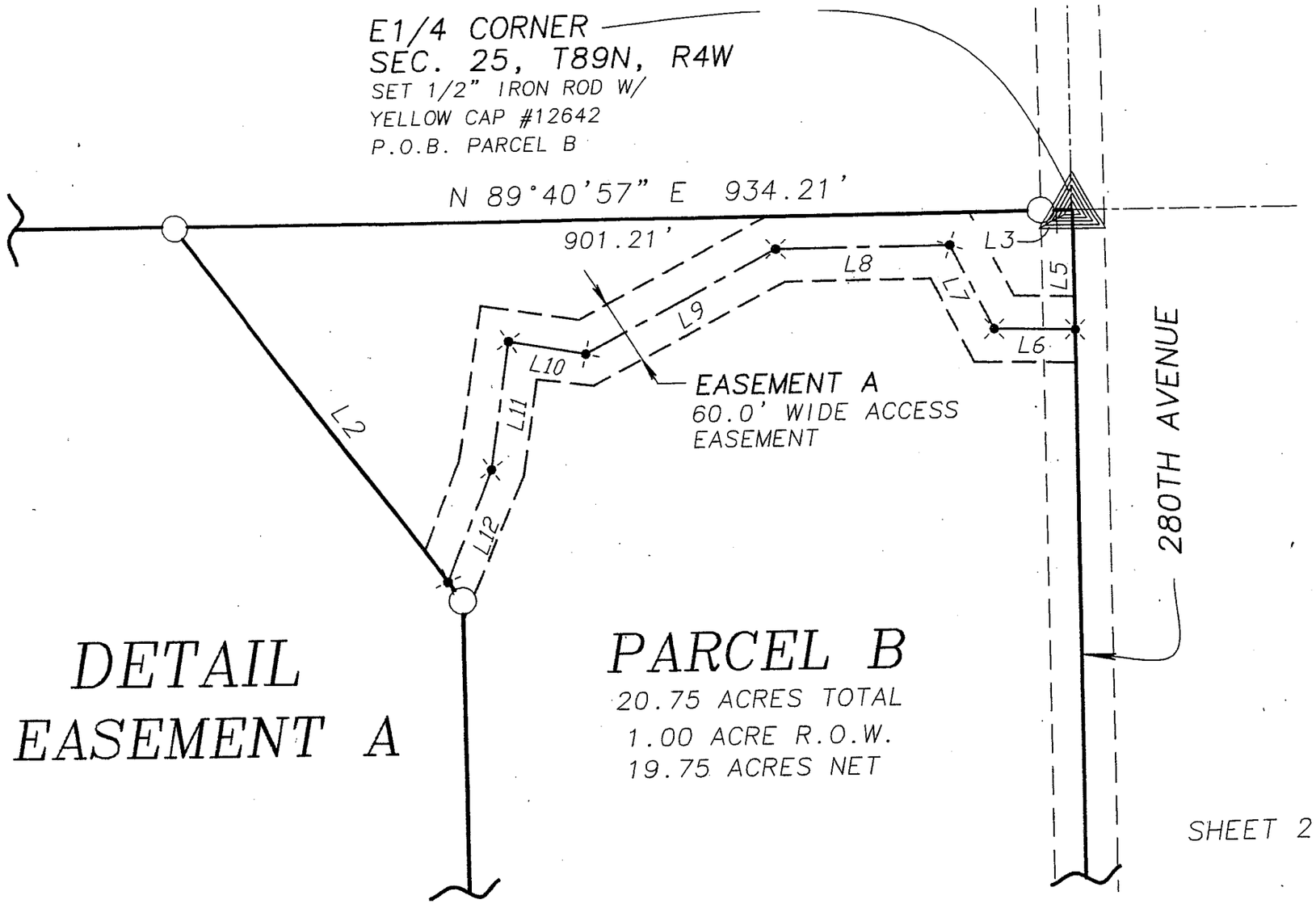
Kenneth L. Moss
KENNETH L. MOSS Notary Public
In and for Said County and State

STATE OF IOWA, DUBUQUE COUNTY, SS:

On this 1ST day of November, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James N. Kintzle and Debra A. Kintzle, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public
In and for Said County and State

NOTARIAL SEAL IOWA
TODD J. LOCHER
COMMISSION # 176419
MY COMMISSION EXPIRES
10-12-06



DETAIL EASEMENT A

PARCEL B

20.75 ACRES TOTAL
1.00 ACRE R.O.W.
19.75 ACRES NET