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SHARLETTA HITSLER  
RECORDER  
MADISON COUNTY, IOWA

Prepared by: Douglas D. Daggett, P.C., Creston, IA 50801-0404 515-782-3170

## Driveway & Utility Line Easement

For One Dollar and other valuable consideration, Dennis G. Daggett & Cynthia R. Daggett, husband and wife, hereby convey to Dan Beebe, a single person, the following described Driveway and Water Line Easement concerning certain real estate in Madison County, Iowa.

1. **Servient Estate.** The servient estate owned by Dennis G. Daggett and Cynthia R. Daggett, husband and wife, is legally described as:

The West Half (1/2) of the Southeast Quarter (1/4), and the West Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4), and the Southeast Quarter (1/4) of the Northwest Quarter (1/4), except the North Five (5) rods thereof, and the East Half (1/2) of the Southwest Quarter (1/4), all in Section Twenty-five (25), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, excepting therefrom the Right of Way of the Chicago, Rock Island and Pacific Railroad across said land; AND EXCEPT Parcel A located in the Southeast Quarter of the Northwest Quarter of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa as shown by Survey recorded February 26, 1998 by the Madison County Recorder in Survey Book 3 at Page 189; AND EXCEPT Parcel C located in the Southeast Quarter, Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa as shown by Survey recorded December 1, 1998 by the Madison County Recorder in Survey Book 3 at Page 352.

2. **Dominant Estate.** The dominant estate owned by Dan Beebe is legally described as:

Parcel C located in the Southeast Quarter, Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa as shown by Survey recorded December 1, 1998 by the Madison County Recorder in Survey Book 3 at Page 352.

The dominant shall also include real estate currently owned by Dennis G. Daggett and Cynthia R. Daggett that will be conveyed to Dan Beebe pursuant their separate purchase agreement. This real estate is legally described as:

Parcel D located in the Southeast Quarter of the Northwest Quarter of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa as shown by Survey recorded March 24, 2000 by the Madison County Recorder in Survey Book 3 at Page 553.

3. **Driveway Easement Location.** The Driveway Easement shall be located along the northern most seventy (70) feet of the dominant estate as described above. The driveway shall consist of a graveled roadway not less than fifteen feet in width suitable to support year-round vehicular traffic and seasonal farm equipment traffic.
4. **Driveway Easement Use.** The parties acknowledge that the dominant estate shall be able to use said driveway easement to convey traffic of ingress and egress from the public right of way adjacent to the west end of the servient estate to the northern most boundary of the dominant estate. The parties further acknowledge that the traffic on this driveway shall consist primarily of the farm machinery necessary for appropriate husbandry of the dominant estate and of vehicular traffic for residents and visitors of the dwelling to be built upon the dominant estate.
5. **Driveway Easement Cost Allocation.** The driveway has already been established. Maintenance costs shall be the responsibility of the owner of the dominant estate.
6. **Utility Line Easement Location.** The Utility Line Easement shall be located within the northernmost seventy (70) feet of the dominant estate in a location mutually agreeable to the parties. Once each utility line has been laid, this easement location shall be fixed over, under, and across and fifteen (15) feet on either side of said line.
7. **Utility Line Easement Use.** The parties acknowledge that the dominant estate shall be allowed to use this easement to establish a well in a location mutually agreeable to the parties, which well may provide water for the purposes of serving a single family residence to be placed upon Parcel D of the dominant estate. The parties further acknowledge that the utility line easement shall enable the dominant estate to place underground service and or pipelines to provide necessary utilities to the servient estate such as water, telephone, cable, and electric service.
8. **Waterline Easement Cost Allocation.** The well from which the waterline easement will begin shall be dug and maintained at the expense of the dominant estate holder. The dominant estate holder further agrees to restore the land through which this easement runs to its normal condition following any construction or maintenance efforts involving the well or waterline.
9. **Hold Harmless.** The owner of the dominant estate agrees to accept all liability for damages and injuries incurred by himself, his agents, or invitees arising out of their use of said easements. The owner of the dominant estate further agrees to indemnify and hold the owner of the servient estate harmless from all such claims.
10. **Agreement Legally Binding.** This agreement shall run with the land and inure to the benefit of and be binding upon the heirs, executors, administrators, and successors in interest of each party.

11. **Construction.** This agreement is made pursuant to the laws of the State of Iowa. Whenever the context requires or permits the gender and number of words shall be interchangeable. Paragraph headings are used for informational purposes only and shall not affect the legal intent or meaning of the body of the instrument.
12. **Entire Agreement.** This three-page written agreement consisting of a preamble and thirteen paragraphs constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreement, representations and understandings of the parties. No supplement, modification or amendment of this agreement shall be binding unless executed in writing by all parties.
13. **Severability.** In the event any portion of this agreement shall for any reason be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable. If for any reason, a court finds that any provision is invalid or unenforceable as written, but that by limiting such provision it would become legal and enforceable, then such provision shall be deemed to be written and thereby construed as so limited.

DATED this 12 day of April, 2000.

Dennis G. Daggett  
Dennis G. Daggett

Dan Beebe  
Dan Beebe

Cynthia R. Daggett  
Cynthia R. Daggett

County of Madison )  
State of Iowa ) ss:

On this 12 day of April, 2000, before me, the undersigned Notary Public, personally appeared Dennis G. Daggett and Cynthia R. Daggett, husband and wife, and Dan Beebe, a single person, 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.

D. D. Daggett  
Notary Public for said State and County

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