DRIVEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 13th day of ~~November~~ DECEMBER 1986, by and between A. L. and Rose E. Gilbert, parties of the First Part, and Steven T. and Eleanor D. Hess and John T. and Gail Craigmile, parties of the Second Part:

WITNESSETH:

WHEREAS, the above named second parties have previously granted to the above-named first parties a perpetual easement for purposes of ingress and egress over the following described real estate, to-wit:

Commencing at the Northwest corner of Section 7, Township 77 North of Range 28 West of the 5th P.M., City of Earlham, Madison County, Iowa, thence S 0°00'00" 510.00 feet along the West line of the Northwest Quarter of said Section 7 to the Point of Beginning; thence N 88°36'30" E 133.0 feet; thence S 0°00'00" 18 feet; thence S 88°36'30" W 133.0 feet; thence N 0°00'00" 18 feet which immediately joins land of the Grantees described as follows: A tract of land described as commencing at the Northwest corner of Section 7, Township 77 North, Range 28 West of the 5th P.M., City of Earlham, Madison County, Iowa, thence S 0°00'00" 390.00 feet along the West line of the Northwest Quarter of said Section 7 to Point of Beginning, thence N 88°36'30" E 133.00 feet; thence S 0°00'00" 120.00 feet; thence S 88°36'30" W 133.00 feet; thence N 0°00'00" 120 feet to the Point of Beginning.

FILED NO. 1174
BOOK 119 PAGE 765
1986 DEC 16 AM 11:51
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $20.00
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WHEREAS, said easement has been duly recorded in Deed Record 52, at Page 654.

WHEREAS, Steven T. Hess and Eleanor D. Hess have purchased on Real Estate Contract from John T. Craigmile the above described real estate, which Contract includes other real estate which is adjacent, abutting and contiguous with the above described real estate. That Steven T. Hess and Eleanor D. Hess desire to pay all expenses set forth in this Driveway Maintenance Agreement incurred by the parties of the second part.

WHEREAS, the parties now desire to create for themselves an agreement whereby the responsibilities and expenses of

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#2. Driveway Maintenance Agreement

maintaining the above-described driveway are shared equally.

NOW, THEREFORE, in consideration of the mutual promises, obligations and rights herein created, the first parties and Steven T. Hess and Eleanor D. Hess on behalf of the second parties agree that they, their heirs, successors or assigns shall bear one-half of the cost of maintaining the above-described real estate as a driveway; said driveway shall be maintained in reasonably good condition and such cost of maintenance shall include reconstruction when reasonably necessary. Notwithstanding the provisions herein, either party causing damage to said driveway through negligence on the part of the party themselves or on their behalf shall be wholly responsible for such damage resulting from any such negligence.

Either of the parties hereto, their heirs, successors or assigns shall have the right to do work on said driveway and make such repairs thereon as are reasonable necessary to maintain said driveway in a reasonably good condition, and upon the completion of said repairs shall be entitled to recover from the other parties one-half of the cost thereof.

It is further expressly agreed between the parties that parties of the second part shall have the right to construct a driveway of asphalt, concrete, or any other material, without the express consent of the parties of the first part. The parties of the first part agree to obtain written consent from the parties of the second part if the parties of the first part wish to construct a driveway of asphalt, concrete, or any other material. The party constructing said driveway shall pay the total cost thereof. In the event both parties wish to have a driveway of asphalt, concrete, or any other material, they shall each pay one-half of the cost for the construction of the driveway. All other provisions of this Driveway Maintenance Agreement shall be binding on both parties if a driveway of asphalt, concrete, or any other material is constructed.

#3. Driveway Maintenance Agreement

That Steven T. Hess and Eleanor D. Hess agree to hold John T. Craigmile and Gail Craigmile harmless from any expenses incurred pursuant to this Driveway Maintenance Agreement and agree to pay all expenses incurred by the parties of the second part in maintaining the above-described real estate as a driveway as set forth in said Driveway Maintenance Agreement.

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, or assigns.

PARTIES OF THE FIRST PART

A. L. Gilbert
(A. L. Gilbert)

Rose Gilbert
(Rose e. Gilbert)

PARTIES OF THE SECOND PART

Steven T. Hess
(Steven T. Hess)

Eleanor D. Hess
(Eleanor D. Hess)

John T Craigmile
(John T. Craigmile)

Barbara Gail Craigmile
(Gail Craigmile)

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 13th day of ~~November~~ December, 1986, the undersigned, a Notary Public in and for said County and State, personally appeared A. L. Gilbert and Rose E. Gilbert, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged the same as their voluntary act and deed.

KERRY ANDERSON NOTARIAL SEAL Iowa (S E A L)

Notary Public in and for the State of Iowa.

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 9th day of ~~November~~ DECEMBER, 1986, the undersigned, a Notary Public in and for said County and State, personally appeared Steven T. Hess and Eleanor D. Hess, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged the same as their voluntary act and deed.

NELSON NOTARIAL SEAL IOWA (S E A L)

Notary Public in and for the State of Iowa.

#4. Driveway Maintenance Agreement

STATE OF Illinois :
:
COUNTY OF Rock Island ;

On this 5th day of November, 1986, the undersigned, a Notary Public in and for said County and State, personally appeared John T. Craigmile and Gail Craigmile, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged the same as their voluntary act and deed.

Sheryl A. McMeer
Notary Public in and for the
State of Illinois.

