

BK: 5390 PG: 617
Recorded: 7/1/2015 at 3:50:41.477 PM
Fee Amount: \$22.00
Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa

Recorder's Cover Sheet

Preparer Information: Robert Michael , P.O. Box 1757, Iowa City, IA 52244, Phone: (319) 351-1056

Taxpayer Information: 921 Walnut St. Iowa City, IA 52240

Return Address: Robert Michael, P.O. Box 1757 Iowa City, IA 52244

Grantors: Mary Rockafellow and Jutta Rubright

Grantees: Mary Rockafellow and Jutta Rubright

Legal Description: See page 2

JOINT DRIVEWAY AGREEMENT

THIS AGREEMENT, by and between Mary Rockafellow, a single person, party of the first part; and Jutta and David Rubright, wife and husband, party of the second part;

WITNESSETH:

Whereas, the above named first party is the owner of the following described real estate, to-wit: Lot seven (7) in Wilson and Lantz's Addition to Iowa City, Iowa, according to the recorded plat thereof, and;

Whereas, the above named second party is the owner of the following described real estate, to-wit: Lot eight (8) in Wilson and Lantz Addition to Iowa City, Iowa, according to the recorded plat thereof, subject to easements and restrictions of record, if any.

Whereas, the parties hereto desire to create for themselves, their heirs, successors and assigns, a joint driveway easement as the same is now situated on the two parcels of land referred to above.

Now, therefore, in consideration of the mutual promises, obligations, and rights herein created, said first parties do hereby give, grant and convey unto said second parties and unto their heirs, successors and assigns, a right of way or easement over, along and across said Lot 7 as currently used.

And said second parties do hereby give, grant and convey unto said first parties and unto their heirs, successors and assigns, a right of way or easement over, along and across said Lot 8 as currently used.

The joint driveway or 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 pleasure, and access of their vehicles and trucks, for those vehicles of their visitors, and from time to time for required service vehicles. Neither party hereto, their heirs, successors or assigns, shall so use or leave any vehicle, or anything else on the said driveway 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. If service or repair work requires interrupted use of the driveway, every effort shall be made to limit the duration of said interruption, and further, each party must be notified of said interruption of the use of the driveway.

Each of the parties hereto, their heirs, successors or assigns, shall bear one-half the cost of maintaining said driveway in reasonably good condition, and such cost of maintenance shall include reconstruction when

reasonably necessary. Maintenance costs may include snow removal and adding road size gravel as needed (typically once every four-five years). However, reconstruction shall mean restoring the driveway to its current condition and does not include resurfacing, asphalt, or other improvement to the driveway. Each of the parties, their heirs, successors or assigns, shall meet in advance to determine the extent of any repairs or maintenance and will agree in writing to maintenance, repair or reconstruction expenses. Notwithstanding the above provisions, either party causing damage to said driveway through negligence on the part of the party themselves or others for them or on their behalf shall be wholly responsible for any such damage resulting from any such negligence.

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

This agreement shall be deemed a covenant running with the title to the land and shall be binding upon the parties hereto, and upon their heirs, successors and assigns, so long as either of the said above described lots is used for private residence purposes and provided, however, that this easement may be released at any time by appropriate agreement for that purpose entered into between the owners of said lots, duly executed and acknowledged and filed for record in the office of the recorder of Johnson County, Iowa.

In witness whereof, the parties herein agree to the terms above.

Mary Rockafellow Mary Rockafellow

State of Iowa
County of Johnson ss. _____

This instrument was acknowledged before me on this 25th day of June, 2015 by Mary Rockafellow.

Ann M. Lawver
Notary Public in and for the State of Iowa

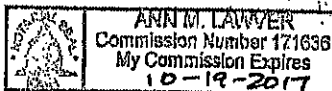


Jutta Rubright Jutta Rubright

State of Iowa
County of Johnson ss. _____

This instrument was acknowledged before me on this 25th day of June, 2015 by Jutta Rubright.

Ann M. Lawver
Notary Public in and for the State of Iowa





David Rubright

State of Iowa
County of Johnson

ss. _____

This instrument was acknowledged before me on this 25th day of June, 2015 by David Rubright.



Notary Public in and for the State of Iowa

