

8513

INST. NO. 1
FOLK COUNTY, IOWA
FILED FOR RECORD

AT 9:50 MAR - 5 1968

RENE L. WALL, RECORDER

By *[Signature]* Deputy

JOINT DRIVEWAY EASEMENT

It is hereby agreed by and between United Federal Savings and Loan Association of Des Moines, the record titleholders of the property legally described as:

The North 25 feet of the East 237 feet of the West 277 feet of the North 322.2 feet (except the North 173.61 feet thereof) of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 78, Range 24, West of the 5th P.M., now included in and forming a part of the City of Des Moines, Iowa,

as first party, and Harold G. Holt and C.U.M. Holt, (husband and wife) the record titleholders of the property legally described as:

The East 25 feet of the West 277 feet of the North 173.61 feet of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 78, Range 24, West of the 5th P.M., now included in and forming a part of the City of Des Moines, Iowa,

and

The North 25 feet of the East 212 feet of the West 252 feet of the North 173.61 feet of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 78, Range 24, West of the 5th P.M., Iowa, now included in and forming a part of the City of Des Moines, Iowa,

as second parties, that for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the mutual promises of the parties, a joint driveway easement shall be and is hereby established by the parties to this agreement over the property legally described as:

The North 25 feet of the East 237 feet of the West 277 feet of the North 322.2 feet (except the North 173.61 feet thereof) of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 78, Range 24, West of the 5th P.M., now included in and forming a part of the City of Des Moines, Iowa,

and

The East 25 feet of the West 277 feet of the North 173.61 feet of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 78, Range 24, West of the 5th P.M., now included in and forming a part of the City of Des Moines, Iowa,

and

The North 25 feet of the East 212 feet of the West 252 feet of the North 173.61 feet of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 78, Range 24, West of the 5th P.M., Iowa, now included in and forming a part of the City of Des Moines, Iowa

This easement is hereby established by the parties hereto by this instrument and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto and shall further be construed as a covenant running with the land. The purpose of this easement is to provide ready access to the adjoining property of both first party and second parties hereto by the public in general as well as the owners of the property.

It is further agreed by and between the parties hereto that the cost of installation, maintenance and repair of each section of the driveway shall be the obligation of the record titleholder of the respective sections as set out above herein, and that snow removal within a reasonable time shall be the obligation of each of the parties hereto as to the section to which they or it hold record title, and that each of the parties hereto shall maintain the section to which it or they hold record title in such condition as to permit vehicles to pass safely over same and to facilitate the movement of vehicles over the driveway.

It is further understood and agreed by and between the parties that the first party hereto will use said joint driveway established hereby as a drive-in facility to its business on the adjoining property owned by it and that neither party will erect any type of structure over the property described herein and that neither party will allow any permanent parking of unattended vehicles in the driveway but that in order to facilitate the services offered by first party in its business, vehicles may stop temporarily to avail themselves of drive-in services necessary to the business of first party. It is further understood and agreed between the parties that neither will block the flow of traffic through the driveway in any way other than the natural flow of traffic through the driveway making use of the drive-in facilities nor will either permit any obstructions of any kind to be placed therein or remain therein should an obstruction occur through inadvertence or accident, each of the parties hereto to supervise the section to which it or they hold title to see that it remains free of any hazard to traffic safety. The easement created by this instrument is restricted to driveway purposes only.

It is further understood and agreed by and between the parties that each of the parties shall surface as to its or their expense the section of the joint driveway established hereby to which it or they hold record title, with concrete or asphaltic type surfacing material, and that neither shall place any gravel, crushed rock, cinders or similar surfacing materials thereon.

It is further understood and agreed by and between the parties that each of the parties shall surface at its or their expense the section of the joint driveway established hereby to which it or they hold record title, with concrete or asphaltic type surfacing material, and that neither shall place any gravel, crushed rock, cinders or similar surfacing materials thereon.

This agreement is being entered into solely for the purposes set forth herein and to clarify the rights and obligations of the respective parties hereon.

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES MOINES

By: J. L. Strasser
J. L. Strasser, President/ First Party

By: D. H. Payne
D. H. Payne, Vice President/ First Party

Harold G. Holt
Harold G. Holt, Second Party

C. L. Holt
C. L. Holt, Second Party

State of Iowa, Polk County, SS:

On this 7th day of April, A.D. 1968, before me the undersigned a Notary Public in and for Polk County, State of Iowa, personally appeared J. L. Strasser and D. H. Payne to me personally known, who being by me duly sworn, did say on oath that they are respectively the President and Vice President of said UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES MOINES and that the seal affixed of said instrument is the seal of said UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES MOINES, and that said instrument was signed and sealed in behalf of said UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES MOINES by authority of its Board of Directors and said J. L. Strasser and D. H. Payne acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation and by it voluntarily executed.

NOTARY PUBLIC

Notary Public in and for Polk County, Iowa.

State of Iowa, Polk County, SS:

On this 4 day of March, A.D. 1968, before me the undersigned a Notary Public in and for Polk County, Iowa, personally appeared Harold G. Holt and C. L. Holt to me personally known to be the persons named in and who executed the foregoing instrument and acknowledge that they executed the same as their voluntary act and deed.

Notary Public in and for Polk County, Iowa.
My commission expires _____

Iowa