JOINT DRIVEWAY USAGE AGREEMENT

WHEREAS, Kathleen M. Klaus is the owner of the following described property in Delaware County to wit:

> That part of Lots One (1), Two (2), Three (3), Eight (8), Nine (9) and Ten (10), Block Eighteen (18), Pitkins' addition to Nottingham, now Earlville, Iowa, described as commencing at a point on the East line of said Lot Ten (10), sixty (60) feet North of the Southeast corner of said Lot Ten (10), thence North Sixty six (66) feet, thence West and parallel with the North line of said Block Eighteen (18) across said Lots One (1) and Two (2) and East one half of Lot Three (3) to the center line of said Lot Three (3) thence South along center line of Lot Three (3) and Eight (8) to a point sixty (60) feet North of the South line of said Lot Eight (8), thence in an Easterly direction and parallel to the South line of said Block Eighteen (18) to the point of beginning; same being a part of the South East quarter of North East quarter of Section Thirty Five (35), Township Eighty Nine (89) North Range Four (4), West of the Fifth Principal Meridian; and;

WHEREAS, Letha Walters is the owner of the following described property in Delaware County to wit:

> South Sixty (60) feet of Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Block Eighteen (18), Pitkin's Addition to Nottingham, now Earlville, Iowa, and that part of the Southwest Quarter of Northeast Quarter of Section Thirty Five (35), Township Eighty Nine (89), North, Range Four (4), West of the Fifth P.M., described as commencing at the Northeast corner of said Southwest Quarter of Northeast Quarter, thence West Fifty Six (56) rods, nine (9) links, thence South Twenty Two (22) rods, seventeen (17) links, thence Easterly along the North side of Railroad right of way and Fifty (50) feet from center line of the track Fifty Six (56) rods and Fourteen (14) links thence North Seventeen (17) rods, Eleven (11) links, to point of beginning, and,

WHEREAS, the two properties currently share a driveway which lies partly on both properties and is used and maintained by both owners; and,

FILE No. 146-1589
RECORDING FEE $ 10.00
TRANSFER FEE $
FILED FOR RECORD THE 18 DAY OF December, 19 91 AT 3:53 O'CLOCK P. M. BOOK 3 PAGE 5
STATE OF IOWA, DELAWARE COUNTY
Jane A Lloyd, Recorder
Misc.

WHEREAS, the parties wish to formalize their agreement for joint usage and maintenance of said driveway.

For mutual considerations, it is therefore agreed as follows:

1. Each party shall have mutual and non-exclusive use of the driveway that lies between the described parcels as it presently exists.

2. The cost of maintenance and upkeep for said joint driveway shall be shared equally be the parties.

3. Neither party shall block the driveway so as to hinder or prevent the free use of said driveway by either party.

4. This agreement is binding on both parties and their successors and assigns until terminated by mutual agreement.

Signed and dated this 10th day of December, 1991.

Kathleen M. Klaus
Kathleen M. Klaus

Subscribed and sworn to before me this 10th day of December 1991.

SANDRA R. WEGMANN
MY COMMISSION EXPIRES
2-16-92

Sandra R Wegmann
Notary Public In and For
the State of Iowa

Letha Walters
Letha Walters

Subscribed and sworn to before me this 10th day of December, 1991.

SANDRA R. WEGMANN
MY COMMISSION EXPIRES
2-16-92

Sandra R Wegmann
Notary Public In and For
the State of Iowa