Book 2007 Page 3452
Document 2007 3452 Type 03 006 Pages 3
Date 10/24/2007 Time 9:21:44AM
Rec Amt $17.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

This instrument prepared by:
Jeffrey K. Robison
Allen & Vernon, P.L.C.
P.O. Box 488
Marion, IA 52302-0488
Telephone (319)377-9441

Return Document to:
Jeffrey K. Robison
Allen & Vernon, P.L.C.
P.O. Box 488
Marion, IA 52302-0488

DRIVEWAY EASEMENT

THIS AGREEMENT is made by and between Jill Marie Voss and Thomas J. Voss, wife and husband, as Grantors and Robert L. Knake and Joyce D. Knake, husband and wife, as Grantees.

WHEREAS Jill Marie Voss is the owner of real estate herein after referred to as the "Voss Property" legally described as:

> Lot Four (4) of A. J. Schmidt First Subdivision of part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty (30), Township Eighty-Eight (88) North, Range Four (4), West of the Fifth Principal Meridian, according to the plat recorded in Book 2 of Plats, Page 110, in the office of the Recorder of Delaware County, Iowa

WHEREAS Robert L. Knake and Joyce D. Knake are the owners pf real estate, hereinafter referred to as the "Knake Property", located immediately to the North of the Voss Property and legally described as follows:

> That part of Lot Thirteen (13) of Connolly's Riverview Addition to Delaware County, Iowa, described as commencing 60 feet South on the West line of Lot Thirteen (13) from the Northwest corner of Lot Thirteen (13), thence Easterly on the parallel with the North line of Lot Thirteen (13) a distance of 60 feet, thence Southerly on a line parallel with the East line of Lot Thirteen (13) a distance of 60 feet,

thence Westerly on a line parallel with the North line of said Lot Thirteen (13) a distance of 60 feet, thence North 10° 27' W a distance of 60 feet, to the point of beginning, also that tract of land (perpetual usage) lying West of said portion of Lot Thirteen (13) extended to the waters edge, according to plat recorded in Book 2, page 86, in the office of the recorder of Delaware County, Iowa; same being a part of the Southwest Quarter of Northeast quarter of Section Thirty (30), Township Eighty Eight (88) North, Range Four (4), West of the Fifth Principal Meridian.

WHEREAS there is currently a concrete driveway, in rectangular form whose dimensions are in total twenty feet North and South, and Sixty-Two feet East and west serving a garage on the Knake property. This concrete driveway runs from the 262nd Street westward.

WHEREAS the parties believe that the drive encroaches upon the Voss Property approximately twelve feet on the east side, and eighteen feet on the west side.

WHEREAS the parties desire to provide for continued use of this driveway by the Knakes until such time as the garage served by the easement is destroyed, or otherwise modified as to not require use of the driveway.

NOW THEREFORE, the parties agree as follows:

1. Grantors grant and convey to Grantees an easement for continued use and maintenance of the concrete driveway, as now situated.

2. All expenses of maintenance shall be the responsibility of the Grantees.

3. Grantees in behalf of themselves and their successors in interest agree to indemnify and hold Grantors harmless from all loss and liability, including reasonable attorneys fees, arising out of use of the driveway by any person.

4. This easement shall terminate at such time as the garage or attached dwelling served by the driveway no longer remains a reasonably maintainable building. If the structure is no longer fit for use, or if the structure is substantially destroyed as to require total reconstruction, this easement shall terminate.

5. Grantees disclaim all right title and interest in and to the Voss property, except as provided in this agreement.

6. The Knakes agree not to extend the Southern wall of the buildings now on their property to the South or otherwise diminish the open space presently existing on the south side of the existing buildings, including but not limited to those portions of the buildings not adjacent to this garage easement.

7. Thomas J. Voss joins in this agreement for the sole purpose of releasing his rights, of dower, homestead and distributive share with respect to the easement granted herein.

8. This easement shall constitute a covenant running will the land and shall be binding upon the respective heirs successors and assigns of all parties.

Dated this 18th day of October, 2007.

Jill Marie Voss

Jill Marie Voss

Robert L Knake

Robert L. Knake

Thomas J. Voss

Thomas J. Voss,

Joyce D Knake

Joyce D. Knake

STATE OF IOWA)
) SS:
LINN)

This instrument was acknowledged before me on this 18th day of October, 2007 by Jill Marie Voss and Thomas J. Voss.

Kathleen M Wagner

Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
LINN)

KATHLEEN M. WAGNER
Commission Number 728832
MY COMMISSION EXPIRES
June 4, 2010

This instrument was acknowledged before me on this 18th day of October, 2007 by Robert L. Knake and Joyce D. Knake.

Kathleen M Wagner

Notary Public in and for the State of Iowa

KATHLEEN M. WAGNER
Commission Number 728832
MY COMMISSION EXPIRES
June 4, 2010

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