Carla Becker Auditor
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R-150

Book 2010 Page 1159

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

(X) ENJ

PREPARER: Nick Strittmatter 123 East First Street PO Box 229 Monticello,IA 52310 Ph 319-465-3531
RETURN TO: Preparer

DRIVEWAY AND EASEMENT AGREEMENT

This Agreement is entered into by and between WANDA K. WENDT, a single person, and WENDELL R. WENDT, a single person, the owners of the premises at 123 Stow Street, Earlville, Iowa, 52041, the legal description of which is

Lot 10 and the West one-half of Lots 6, 7, and 8, in Block 8 in Pitkins Addition to the Town of Earlville, formerly Nottingham, Iowa, according to the plat recorded in Book I L.D., Page 456 & c.

and WILLIAM A. DINGBAUM and JOANN M. DINGBAUM, husband and wife, who are the owners of the house and premises located at 117 Stow Street, Earlville, Iowa 52041, the legal description of which is:

Lot 9 and the East one-half of Lots 6, 7, and 8, in Block 8; also the alley in said Block 8; all in Pitkins Addition to the Town of Earlville, formerly Nottingham, Iowa, according to the plat recorded in Book I L.D., Page 456 & c.

The above-described Wendt property and above-described Dingbaum property are adjacent. The Dingbaum property is served by a driveway which is located partially on the Wendt property. Wendt grants to Dingbaum a perpetual easement to use the driveway for ingress and egress to and from the Dingbaum property. Dingbaum shall maintain this driveway.

At the north end of this driveway is a garage which has serviced the Dingbaum property for many years and is situated partially on the Wendt property. Wendt grants to Dingbaum a perpetual easement regarding the use of and to the location of the garage so long as the existing garage is in use. Dingbaum shall have full responsibility to maintain said garage. Wendt shall have no maintenance responsibilities toward the garage whatsoever, nor any liability pertaining thereto.

Each side acknowledges receiving adequate consideration which shall constitute the promises and covenants set forth herein in support of this agreement.

This agreement shall be considered a covenant running with the land and shall be binding on all successors-in-interest hereto.

In agreement with the provisions set forth herein, the parties hereby affix their signatures below on the stated date.

Wendall R. Wendt
WENDALL R. WENDT

William A. Dingbaum
WILLIAM A. DINGBAUM

Wanda K. Wendt
WANDA K. WENDT

JoAnn M. Dingbaum
JOANN M. DINGBAUM

STATE OF IOWA, COUNTY OF DELAWARE, §

This instrument was acknowledged before me on 4-14-, 2010, by WENDALL R. WENDT, a single person.

ELAINE MARY DIESBURG
Commission Number 177512
My Commission Expires
4-13-2013

Elaine Mary Diesburg
Notary Public

STATE OF IOWA, COUNTY OF Polk, §

This instrument was acknowledged before me on April 8, 2010, by WANDA K. WENDT, a single person.

KAREN P. LEONETTI
NOTARIAL SEAL
COMMISSION NO. 134870
EXPIRES
2/13/2012
IOWA NOTARIAL SEAL

Karen P. Leonetti
Notary Public

KAREN P. LEONETTI
Commission Number 134870
My Commission Expires
February 13, 2012

STATE OF IOWA, COUNTY OF Jones, §

This instrument was acknowledged before me on April 20, 2010, by WILLIAM A. DINGBAUM and JOANN M. DINGBAUM, husband and wife.

N. L. STRITTMATTER
NOTARIAL SEAL
IOWA
COMMISSION NO. 111429
MY COMMISSION EXPIRES
4-5-2012

N. L. Strittmatter
Notary Public