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LISA SMITH, COUNTY RECORDER  
MADISON IOWA

**SHARED DRIVEWAY AGREEMENT**  
Recorder's Cover Sheet

**Preparer Information:**

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273 515/462-3731

**Taxpayer Information:**

✓ **Return Address**

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273

**Grantors:**

See Page 2

**Grantees:**

See Page 2

**Legal Description:** See Page 2

**Document or instrument number if applicable:**

## SHARED DRIVEWAY AGREEMENT

This Agreement made and entered into by and between Renee A. Baker and Patrick Baker, Wife and Husband, hereinafter called "Bakers" and Thelma I. Hubbard, hereinafter called "Hubbard".

WHEREAS Renee A. Baker is the owner of the following described real estate:

Lot Three (3) except the West 127½ feet thereof and except the East 66 feet of the North 132 feet thereof, of Burger's Four Acre Lot in the Town of Winterset, Madison County, Iowa

WHEREAS Hubbard is the owner of the following described real estate:

The East 63½ feet of the West 127½ feet of Lot Three (3) and the East 24 feet of Lot Ten (10) of Burger's Four Acre Lot in the Town of Winterset, Madison County, Iowa

WHEREAS a shared driveway used by the owners of both tracts of real estate is located on the Baker property which is described as:

Commencing at the Northwest corner of Lot Three (3) of Burger's Four Acre Lot in the Town of Winterset, Madison County, Iowa, and running thence East 127½ feet to the point of beginning; thence South 136 feet; thence East 16 feet; thence North 136 feet; thence West 16 feet to the point of beginning

WHEREAS the parties desire to enter into this Agreement concerning said driveway.

NOW THEREFORE it is agreed as follows:

1. Parties agree that said tract of 136 feet by 16 feet shall be continued to be used as a shared driveway by the owners of both properties.
2. Bakers agree that they shall maintain, repair and provide snow removal for said tract 136 feet by 16 feet.

3. The parties agree that Hubbard shall have the right to continue to use said tract of 136 feet by 16 feet as driveway for her property.

4. The parties agree that a large maple tree located on or near the property line between Bakers' property and Hubbard's property shall not be removed and damaged unless since tree is diseased, dead, damaged by storm or lightening and in need of removal.

5. If said tree is ever removed the Share Driveway Agreement shall cease and Hubbard shall no longer use said 136 feet by 16 feet area as a driveway and Hubbard's right to use this area as a driveway shall cease. Bakers shall have the right to terminate this Agreement at any time and Hubbard's right to use said area as a driveway shall terminate upon thirty days (30) written notice by Bakers to Hubbard.

6. Each party shall keep the driveway cleared so that the driveway is at all times passable by each party.

7. This Agreement shall be binding upon the parties, their heirs, successors and assigns.

Dated this 7 day of Aug, 2007.

Renee A. Baker  
Renee A. Baker

Thelma Hubbard  
Thelma I. Hubbard

Patrick Baker  
Patrick Baker

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 7 day of Aug, 2007 by Renee A. Baker and Patrick Baker.

Jerrold B. Oliver  
Notary Public in and for said State of Iowa  
**JERROLD B. OLIVER**  
Commission Number 201442  
My Commission Expires  
August 26, 2009

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 13 day of Aug, 2007  
by Thelma I. Hubbard

Jerrold B. Oliver  
Notary Public in and for said State of Iowa

