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FILED NO. 1775
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1974 OCT 30 PM 4:22
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 6.50

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AGREEMENT FOR MAINTENANCE OF

COMMON DRIVEWAY AND GARAGE

This agreement made and entered into by and between Elsie E. Smith, hereinafter referred to as Smith, and Dallas Crabbs and Marie Crabbs, hereinafter referred to as Crabbs, WITNESSETH:

WHEREAS, Elsie E. Smith is the owner of the following described real estate, to-wit:

> The West 45 feet of the South Half (½) of Lot Seven (7), in Block Four (4), of Pitzer & Knight's Addition to Winterset, Iowa.

WHEREAS, Dallas Crabbs and Marie Crabbs are the owners of the following described real estate, to-wit:

> The East 21 feet of the South Half (½) of Lot Seven (7), in Block Four (4), of Pitzer & Knight's Addition to Winterset, Iowa.

WHEREAS, the parties hereto are in the process of building a double garage extending on to the respective properties of both parties, and are also desirous of building a common driveway leading from the street to said garage.

WHEREAS, the center of said garage and the center of said driveway is two feet East of the East line of the Smith property and two feet East of the West line of the Crabbs property.

WHEREAS, the parties hereto are desirous of establishing of record an agreement relative to the maintenance of said garage and driveway.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The partition in the center of the double garage being erected on said premises may be maintained at a point approximately two feet East of the West line of the Crabbs property.

2. Smith agrees to maintain the West half of said garage and Crabbs agree to maintain the East half of said garage.

3. Smith agrees to maintain the West half of said driveway and Crabbs agree to maintain the East half of said driveway. Both parties agree not to obstruct

said driveway in any manner that would prevent reasonable ingress and egress from the street to said garage. Both parties agree to maintain their respective halves of said driveway so as to permit reasonable use thereof for ingress and egress.

4. The parties hereto agree that said driveway and garage may be maintained in its present location until January 1, 2000. Either party may at any time prior to July 1, 1999, give the other, or his or her heirs or assigns, notice in writing of said party's intention to remove said garage and driveway from his or her premises. Such notice shall be given to the person occupying the other premises at that time.

5. Unless such notice is given by one of the parties to the other prior to July 1, 1999, that this agreement for the maintenance of said garage and driveway in its present location shall be extended for a period of five years from date of January 1, 2000.

6. This agreement shall be construed as a covenant running with the respective tracts of land hereinbefore described, and shall be binding on the heirs or assigns of the respective parties.

Dated at Winterset, Iowa, on this 23rd day of October, 1974.

Elsie E. Smith
Elsie E. Smith

Dallas Crabbs
Dallas Crabbs

Marie Crabbs
Marie Crabbs

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 25th day of October, 1974, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Elsie E. Smith to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Shirley A. Webster
Notary Public in and for said County and State

NOTARIAL SEAL IOWA
SHIRLEY A. WEBSTER
MY COMMISSION EXPIRES SEPTEMBER 30, 1975

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 25th day of October, 1974, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Dallas Crabbs and Marie Crabbs to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Shirley A. Webster
Notary Public in and for said County and State

NOTARIAL SEAL
SHIRLEY A. WEBSTER
MY COMMISSION EXPIRES
SEPTEMBER 30, 1976