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2019 1031 Type 03 006 Pages 3

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ⓧ Prepared by & Return to: Steven E. Carr, 117 S. Franklin St., Box 333, Manchester, IA 52057, (563) 927-4164
Grantors: Michal S. Anderson Grantee: Judith Ann Gudenkauf
Joyce M. Anderson

DRIVEWAY EASEMENT

Michael S. Anderson and Joyce M. Anderson, husband and wife, hereinafter First Party, and Judith Ann Gudenkauf, hereinafter Second Party in consideration of the matters stated herein agree as follows:

1. First Party owns the following described real estate:

Lot One (1) of Prairie Hill Estates, A Subdivision of Parcel C and E in the Southwest Quarter of Section 18, and Parcel C in the Northwest Quarter of Section 19, Township 89 North, Range 5, West of the 5th P.M., according to plat recorded in Book 1999, Page 1731

2. Second Party owns the following described real estate:

That part of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ and of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 89 North, Range 5, West of the Fifth Principal Meridian described as commencing at a point 667.0 feet North of the Southeast corner of the SW $\frac{1}{4}$, which is the point of beginning, and running thence North 87° 50' West a distance of 395.4 feet, thence North 8° 44' West a distance of 585.44 feet, thence North 88° 38' 30" West a distance of 95.5 feet, thence North 0° 38' 30" West a distance of 783.38 feet, thence North 87° 37' 30" West a distance of 313.45 feet, thence North 0° 14' 30" East a distance of 1400.29 feet to the center of the Maquoketa River, Thence Southeasterly along the center of the Maquoketa River as follows: South 62° 06' 30" East a

distance of 289.44 feet, thence South 42° 30' East a distance of 381.0 feet, thence South 37° 49' East a distance of 322.5 feet, thence South 47° 29' 30" East a distance of 141.9 feet, thence South 78° 44' 30" East a distance of 75.0 feet; thence South 3° 22' East a distance of 108.8 feet to the center of said Section 18, thence South 0° 00' East along the East line of the SWfr¼ of said Section 18 a distance of 1302.25 feet to the point of beginning. The East line of the SWfr¼ of said Section 18, for the purpose of this description, is assumed to bear due North and South.

3. A private driveway crosses over the southeast corner of First Party's property and runs along the west boundary in the south ½ of Second Party's property. The parties hereby grant to each other a mutual easement for ingress and egress over the driveway to include their families, guests, licensees and invitees. The easement to the First Party shall extend over the driveway to a point that is 300 feet northwesterly from the southeast corner of First Party's property.

4. Along with mutual benefit to the parties, consideration includes that this instrument shall serve as First Party's perpetual consent for purposes of Iowa Code Section 481A.123 and such consent shall extend to any tenant of First Party's property. Said consent refers to allowing the discharge of a firearm and shooting or attempted shooting of game or fur-bearing animals within two hundred yards of First Party's residence or domestic livestock or feedlot, if applicable. This consideration shall not be considered a covenant and shall, therefore, not be subject to expiration.

5. First Party shall maintain that portion of the driveway, including snow removal, which leads to First Party's residence. However, any damage attributable to Second Party beyond ordinary wear and tear to such portion shall be paid for by Second Party.

6. This Easement shall run with the land and be binding upon the heirs, successors and assigns of each of the parties hereto. The perpetual consent for purposes of Iowa Code Section 481A.123 shall likewise run with the land and be binding upon the heirs successors and assigns of First Party.

Dated this 10th day of April, 2019.

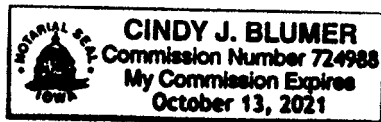
Michael S. Anderson
Michael S. Anderson First Party

Robert H. Gudenkauf
Judith Ann Gudenkauf Second Party
By: Robert Gudenkauf as Agent

Joyce M. Anderson
Joyce M. Anderson First Party

STATE OF IOWA, DELAWARE COUNTY, ss.

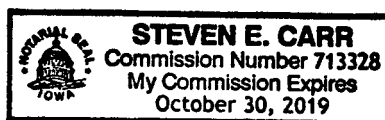
This instrument was acknowledged before me on this 10th day of
April, 2019 by Michael S. Anderson and Joyce M. Anderson.



Cindy J. Blumer
Notary Public in and for the State of IOWA

STATE OF IOWA, DELAWARE COUNTY, ss.

This instrument was acknowledged before me on this 8th day of
May, 2019 by Judith Ann Gudenkauf by Rob Gudenkauf as Agent.



Steven E. Carr
Notary Public in and for the State of Iowa