

Recorded: 10/4/2024 at 11:02:15.0 AM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 2496

Prepared by/Return to: Brianna J. Reynolds, 2252 Blairs Ferry Rd., Hiawatha, IA 52233 (319) 651-5871

DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of October, 2024, by and between Derek J. Taylor, hereinafter referred to as "Taylor" and Beth A. Carnicle and Rickey Gene Carnicle, hereinafter referred to as "Carnicles",

WHEREAS, Taylor is the owner of the following described real estate, to wit:

That part of Lot Fourteen (14) of the Subdivision of the North one-half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the South one-half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 6, described as commencing at a point one hundred twenty three and five-tenths (123.5) feet North of the Southwest corner of Lot Fifteen (15) of said Subdivision, said point being on the East line of Franklin Street in the City of Manchester, Iowa, and running thence North along the East line of said Franklin Street to the Southwest corner of Lot Thirteen (13) of said Subdivision, thence East two hundred twenty (220.0) feet, thence South ninety one and one-third (91 $\frac{1}{3}$) feet, thence West twenty eight (28.0) feet, thence South thirty (30.0) feet, thence West twenty (20.0) feet, thence South to a point one hundred twenty (120.0) feet North of the North line of Prospect Street, thence West forty (40.0) feet, thence North to a point one hundred thirty two (132.0) feet East of point of beginning, thence West to the point of beginning, except the North fifty nine (59.0) feet thereof, locally known as 805 N Franklin St., Manchester, IA 52057 (Parcel I)

WHEREAS, Carnicles are the owners of the following described real estate, to wit:

The South eleven (11) feet of the West one-half (W $\frac{1}{2}$) of Lot Thirteen (13), and that part of Lot Fourteen (14) or the Subdivision of the South one-half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the North one-half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty Nine (29), Township Eighty

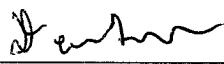
Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book A Plats, Page 6, described as commencing at the Southwest corner of Lot Thirteen (13) of said Subdivision, thence East two hundred twenty (220) feet, thence South fifty nine (59) feet, thence West two hundred twenty (220) feet, thence North along the East line of Franklin Street fifty nine (59) feet to the point of beginning, all being in the City of Manchester, Iowa, locally known as 809 N Franklin St., Manchester, IA 52057 (Parcel II)

WHEREAS, a search of the Delaware County Assessor's Website reveals the driveway for ingress and egress to Parcel II may encroach onto Parcel I,

WHEREAS, it is necessary and desirable that an agreement, in writing, be entered into by and between the parties for the future use of the encroaching driveway by Parcel II and their respective successors and assigns.

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

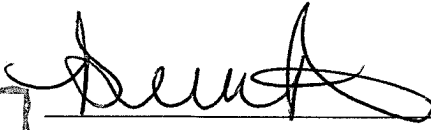
1. Parcel I does hereby grant unto Parcel II an easement over and across their respective property for the purpose of ingress and egress on the existing driveway to Parcel II.
2. Parcel II shall maintain and repair the existing driveway. Parcel II shall pay all expenses and normal maintenance and repair for the existing driveway.
3. This Shared Driveway Agreement shall not be modified except in writing signed by the parties, their successors and/or assigns. This Agreement and its obligations and benefits shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

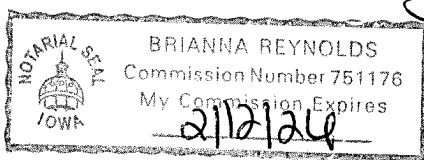


Derek J. Taylor

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

On this 4 day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Derek J. Taylor, who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.





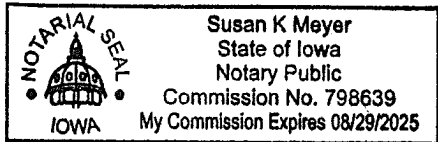
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

Beth A. Carnicle
Beth A. Carnicle

Rickey Gene Carnicle
Rickey Gene Carnicle

STATE OF IOWA)
COUNTY OF Delaware) ss:

On this 3 day of October, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared eth A. Carnicle and Rickey Gene Carnicle, who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Susan K Meyer
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA