

AGREEMENT OF ADJOINING PROPERTY OWNERS FOR DRIVEWAY EASEMENT

THIS AGREEMENT, made this 23rd day of December, 1980, by and between Mark P. Hazlewood, Single of the City of Earlham, Madison County, Iowa, being hereinafter referred to as the party of the First Part, which expression shall include his, executors, administrators, agents or assigns, all as the case may be where the context so requires or admits, and Fay S. Hunter and William W. Hunter, Wife and Husband, of the City of Earlham, Madison County, State of Iowa, being the parties of the Second Part, which expression shall include his, her or their heirs, executors, administrators, agents or assigns, all as the case may be where the context so requires or admits,

W I T N E S S E T H:

WHEREAS, the parties of the First Part own, have title to and are the legal contract title holders of record of real property located within the City of Earlham, Iowa, and legally described as follows; to-wit:

Lot 8, S 1/2 Lot 7, Block 2, Johnson's Addition
also known as: 824 Maple St., Earlham, Iowa

and

WHEREAS, the parties of the Second Part own and are legal titleholders of the real property located within the City of Earlham, Iowa, and legally described as follows, to-wit:

Lots 5,6 and N 1/2 of Lot 7, Block 2, Johnson's
Addition to the Town of Earlham, Madison County,
Iowa. Also known as: 904 Maple St., Earlham, Iowa

and

WHEREAS, said real properties are adjacent to each other so that the ^{North line of Lot 8} South line of said Lot 8 and S 1/2 of Lot 7 forms the ^{South line of Lot 5} North line of said Lot 5, 6 and N 1/2 of Lot 7 and,

WHEREAS, the parties hereto, in consideration of the sum of One Dollar and other good and valuable consideration, in hand paid each as to the other, have agreed to an Easement.

NOW, THEREFORE, in pursuance to said Agreement and for and in consideration of the sum of One Dollar (\$1.00) paid by the party of the First Part, the receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations therein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows, to-wit:

1. That the parties of the Second Part hereby grant unto the party of the First Part, and his assigns, an easement and right of way, together with full and free right for him, and his tenants, in common with all others having the like rights, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress, to a garage that extends over the lot line 10 feet and has a width of 22 feet.
2. The parties of the Second Part hereby grant to the party of the First Part the right to maintain the outside of the garage and he may come onto their property for the purpose of painting or repair.
3. It is further understood and agreed by and between the parties hereto that the easements granted herein are to be held by the respective grantees, his, her and their heirs, successors in interest and assigns, as appurtenant to the land owned by said respective grantees.
4. It is further understood and agreed by and between the parties hereto that the party of the First Part will and do hereby assume and agree to pay any and all of the costs which is necessary to maintain and keep in good repair said garage.

IND. ☒
REC. ☒
PAGE ☒

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BOOK 33 PAGE 282

1980 DEC 23 PM 3:14

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
See 900

5. This agreement shall be binding upon and shall inure to the benefit of the parties herein, their successors in interest, assigns, or other designated legal representatives, all as the case may be, and shall run with the land owned by the parties of the First Part and the parties of the Second Part, all as referred to herein.

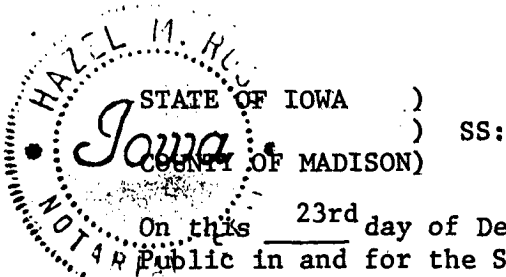
6. This agreement has been executed in duplicate by the parties hereto and each executed copy thereof shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Mark P. Hazlewood
Mark P. Hazlewood
PARTY OF THE FIRST PART

William W. Hunter
William W. Hunter
PARTIES OF THE SECOND PART

Fay S. Hunter
Fay S. Hunter
PARTIES OF THE SECOND PART



SS:
On this 23rd day of December, 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark P. Hazlewood, party of the First Part, and, Fay S. Hunter and William W. Hunter, Wife and Husband, parties of the Second Part, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

Hazel M. Royal
Notary Public in and for the State of Iowa

WALDRON ENGINEERING COMPANY

Consulting Engineers and Surveyors

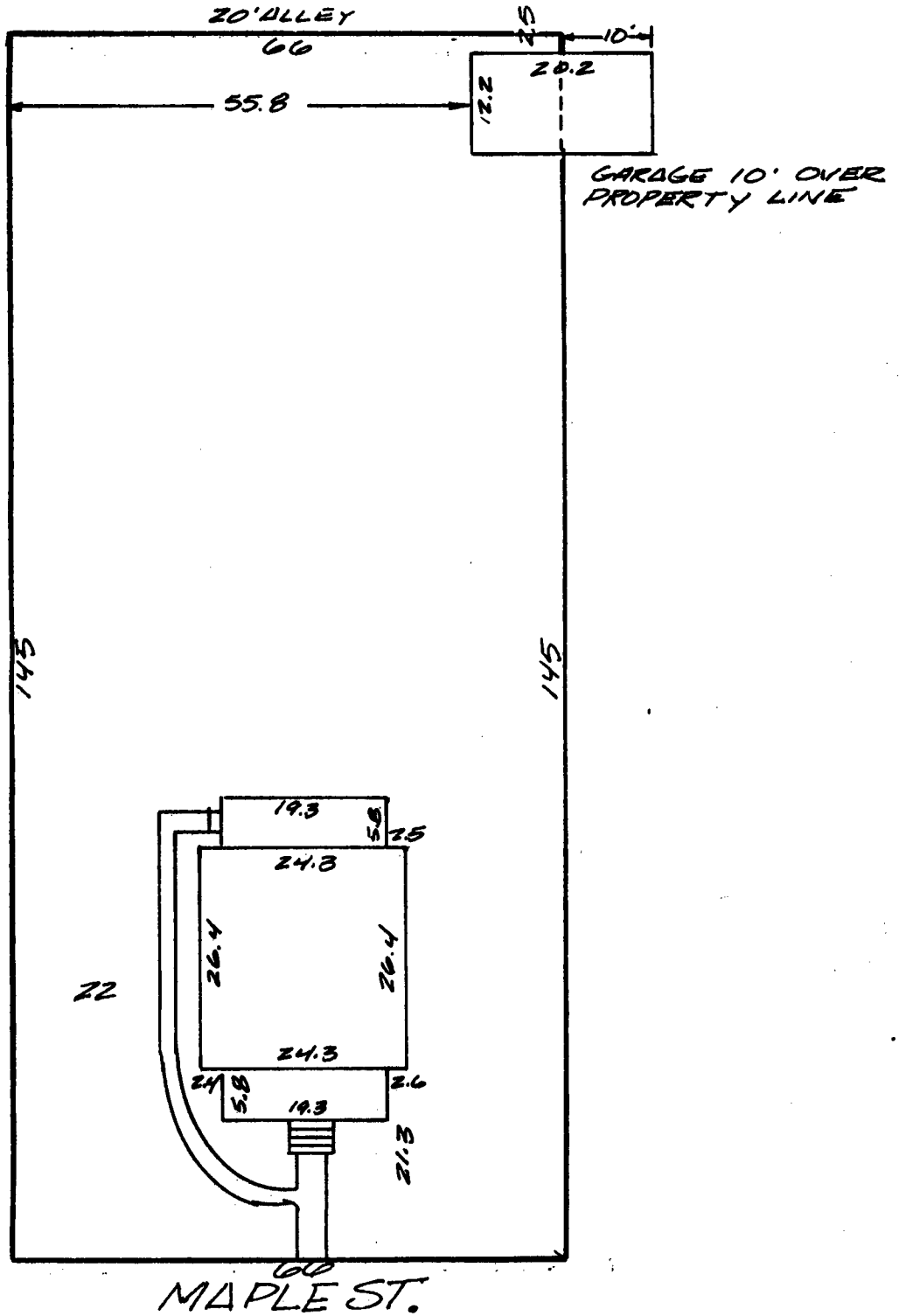
3001 GRAND AVENUE • DES MOINES, IOWA 50312 • TELEPHONE 288-0565

Mortgage Survey for: THE UNITED FEDERAL SAVINGS & LOAN ASSC.

Of a Property at - - 824 Maple St. , Earlham , Iowa

Belonging to - - - - Mark P. Hazlewood

Legally Described as: Lot 8, S. 1/2 Lot 7, Blk. 2, Johnson's Addn.



NOTE:

The accuracy of determining the property lines in this survey is for mortgage purposes only. The use of any dimensions shown on this plat to determine property lines is beyond the intent of this survey and could result in error.

CERTIFICATE:

We hereby certify that we have made a survey of the property herein described, and that this plat shows the location of the improvements thereon, and that there are no encroachments, except as indicated on the plat above.

WALDRON ENGINEERING COMPANY

Charles P. Waldron
Reg. Prof. Engineer & Land Surveyor No. 3133, Iowa

SEPT. 12, 1980
SCALE 1"=20'