

## DRIVEWAY AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of May, 1984, by and between C. J. PORTER and BERNICE E. PORTER, husband and wife, hereinafter referred to as "first parties", and RICHARD A. SCHAEFER, hereinafter referred to as "second party", with the intent and purpose of providing a driveway for the common use of the above named parties, their heirs, successors, or assigns in keeping with the following terms:

1. First parties above named own the premises in Olmsted County, Minnesota described as:

That part of the Northwest Quarter of Section 3, Township 107 North, Range 15 West, Olmsted County, Minnesota, described as follows: Beginning at a point in the North line of said Northwest Quarter of Section 3, a distance of 833.29 feet westerly from the Northeast corner of said Northwest Quarter of Section 3; thence North  $88^{\circ}22'23''$  West, along said North line of Northwest Quarter (for purposes of this description bearings are assumed), a distance of 360.70 feet; thence South  $45^{\circ}32'07''$  West, 584.31 feet; thence South  $39^{\circ}53'29''$  West, 498.60 feet; thence South  $23^{\circ}42'01''$  West, 168.78 feet; thence South  $0^{\circ}12'30''$  West, 400.56 feet; thence South  $89^{\circ}36'54''$  East, 327.81 feet; thence North  $0^{\circ}12'01''$  East, 33.00 feet; thence North  $8^{\circ}06'15''$  East, 472.52 feet; thence North  $36^{\circ}07'12''$  East, 559.08 feet; thence South  $69^{\circ}03'38''$  East, 433.97 feet; thence North  $3^{\circ}55'56''$  East, 542.87 feet to said point of beginning; together with and subject to an easement for driveway purposes, 20 feet wide, lying 10 feet on each side of all the courses in the above description which have a South-West bearing; containing 13.36 acres, more or less;

hereinafter referred to as Tract 1.

2. That said Tract 1 contains two residences which are affected by this Agreement.

3. That second party owns real property in the said Northwest Quarter of Section 3 above described lying Northerly and Westerly of Tract above described on which is located a farm residence, farm buildings, and acreage, hereinafter referred to as Tract 2.

4. That all parties hereto wish to provide a common driveway to serve both Tract 1 and Tract 2, but only for the length of the driveway adjoining Tract 1.

5. That the consideration for this Agreement is the mutual covenants of the parties hereto.

6. That said driveway shall be 20 feet in width, 10 feet of which shall be furnished by each owner of the adjoining tracts. That the center line of said driveway shall be the courses in the above description of Tract 1 which have a South-West bearing.