

766340

AGREEMENT FOR CREATION OF RIGHT OF WAY

THIS INDENTURE, executed this 4th day of June,
1948, by and between LINNIE A. SPLINTER, GEORGE W. SPLINTER, wife
and husband, as joint tenants,
CLARENCE H. FARGEN, parties of the first part; and GRAYCE M.
BERKAN, party of the second part;

WITNESSETH, That whereas the said Linnie A. Splinter and
George W. Splinter are the owners of the following described
property, to-wit:

The Northeast one-half (NE $\frac{1}{2}$) of Lot Seventeen (17)
in Block No. Two Hundred Two (202) in the City
of Madison, according to the plat thereof, being
a piece of land Thirty-three (33) feet fronting
on Jenifer Street, by one hundred thirty-two
feet deep

subject to a land contract given by Linnie A. Splinter to
Clarence H. Fargen, dated June 28, 1947, and recorded in the
office of the Register of Deeds for Dane County, Wisconsin, on
1st day of July, 1947, in Volume 204 of Misc., page 18,
document # 747632;

And, whereas, the party of the second part is the owner of the following described premises, to-wit:

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The Southwest one-half (SW $\frac{1}{2}$) of Lot Seventeen (17) in Block No. Two Hundred Two (202) in the City of Madison, according to the Plat thereof, being a piece of land Thirty-three (33) feet fronting on Jenifer Street, by One Hundred Thirty-two (132) feet deep, and known as 1208 Jenifer Street

And, whereas it is desirous to create a joint driveway between the above described properties which driveway shall be for the benefit of both of the above described properties;

NOW, THEREFORE, It Is Hereby Agreed As Follows:

1. Parties of the first part do hereby convey

to the party of the second part, her successors and assigns, driveway rights over the West four and one-half (W.4 $\frac{1}{2}$) feet the Northeast one-half (N.E. $\frac{1}{2}$) of Lot Seventeen (17) in Block Two Hundred (202) in the City of Madison, according to the plat thereof, ^{Dane County, Wisconsin} and the party of the second part does hereby convey to the parties of the first part, their heirs and assigns, driveway rights over the East four and one-half (E.4 $\frac{1}{2}$ ') feet of the Southwest one-half (SW $\frac{1}{2}$) of Lot Seventeen (17) in Block Two Hundred Two (202) in the City of Madison, according to the Plat thereof, Dane County, Wisconsin.

2. It is specifically agreed between the parties hereto that no parking shall be allowed on said driveway except for the loading and unloading of vehicles.

This agreement shall be in full force and effect and binding between the parties hereto as soon as the same is executed.

IN WITNESS WHEREOF, the parties have hereunto set

their hands and seals the day and year first above written.

In Presence of:

Edward H. Ridders
Edward H. RiddersEthel Harris
Ethel HarrisLinnie A. Splinter (SEAL)
Linnie A. SplinterGeorge W. Splinter (SEAL)
George W. SplinterClarence H. Fargen (SEAL)
Clarence H. FargenGrace M. Berkan (SEAL)
Grace M. BerkanSTATE OF WISCONSIN)
DANE COUNTY) SS.Personally came before me this 4th day of June,

194 8, the above named LINNIE A. SPLINTER, GEORGE W.
 wife and husband, as joint tenants,
 SPLINTER, CLARENCE H. FARGEN, and GRACE M. BERKAN, to me known
 to be the persons who executed the foregoing instrument and
 acknowledged the same.

Ethel Harris
Ethel HarrisNotary Public, Dane County, Wisconsin
My Commission expires: Feb. 19, 1950

RECORDED

JUN 25 1948

At 10:50 o'clock A-M