SEWER REPAIR AGREEMENT

THIS AGREEMENT, made on this 1st day of July, 1991, by and between William J. Skinner and Helen Skinner, husband and wife, First Parties, and Donald L. McCurdy and Roberta J. McCurdy, husband and wife, Second Parties. That Second Parties are titleholders of real estate located in Delaware County, Iowa, legally described as follows:

> That part of the Northwest (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Sixteen (16), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian described as commencing at the Northwest corner of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), and running thence South six hundred thirty (630.0) feet, thence East two hundred seven (207) feet and five (5) inches, thence North six hundred thirty (630.0) feet, thence West two hundred seven (207) feet and five (5) inches to the point of beginning.

First Parties are titleholders of real estate lying adjacent to the real estate described herein and part of the sewer/septic system of the Parties of the Second Part is located on the real estate owned by the Parties of the First Part.

In consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged by First Parties, First Parties do hereby grant and convey unto Second Parties an easement for said sewer/septic lines currently located on real estate owned by the First Parties the right and privilege to enter property of the First Parties for inspection of said sewer/septic lines, to make repairs and improvements thereto as necessary or convenient for the full use of said sewer/septic lines. Second Parties agree to reimburse First Parties for any damage done to crops at their fair market value. Second Parties further agree to level soil and return it to its preexisting condition in making repairs or maintaining said sewer/septic lines.

This Easement Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto.

Aff. re Septic Sys.

For Release, See Book 16 Page 372 8/15/91

FILE No. 108-109
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 5 DAY OF July, 1991 AT 10:49 O'CLOCK A. M. BOOK 2 PAGE 194

STATE OF IOWA, DELAWARE COUNTY
Deborah Peyton, Dep., Recorder
Misc,

In Witness Whereof, the parties hereto have executed this Agreement.

William J. Skinner

Donald L. McCurdy

Helen Skinner

Roberta J. McCurdy

Parties of First Part

Parties of Second Part

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 5 day of July, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William J. Skinner and Helen Skinner, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Lloyd R. Deahl
Notary Public in and for the State
Of Iowa
Lloyd R. Deahl

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 1st day of July, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donald L. McCurdy and Roberta J. McCurdy, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Elaine Gail Oberreuter
Notary Public in and for the State
Of Iowa
Elaine Gail Oberreuter