Keith Crilly
PO Box 156
Dundee, IA 52038

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Legal Description on Page 1 and 2

Prepared by and Return to: Steven E. Carr, 117 S. Franklin St., PO Box 333, Manchester, IA 52027; 563-927-4164
Grantor: Dennis J. Meggers Grantee: Keith C. Crilly

SEWER LINE EASEMENT AND AGREEMENT

Dennis J. Meggers, a single person, hereinafter "Meggers" and Keith C. Crilly, a single person, hereinafter "Crilly" in consideration of matters contained herein agree as follows:

1. Meggers owns the following described real estate:

Parcel F being part of the Southwest Quarter of the Northwest Quarter (SW¼-NW¼) of Section Twenty-seven (27), Township Ninety (90) North, Range Six (6) West of the Fifth Principal Meridian, in the Town of Dundee, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 8

2. Crilly owns the following described real estate:

Parcel E being part of the Southwest Quarter of the Northwest Quarter (SW¼ NW¼) and part of the Northwest Quarter of the Southwest Quarter (NW¼ SW¼) of Section 27, Township 90 North, Range 6, West of the Fifth P.M., in the Town of Dundee, Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 8

3. Meggers grants to Crilly an easement to construct, inspect, maintain, rebuild, repair and replace a sewer line under, across and through a 20 foot strip of land the centerline of which is 15 feet west of the east boundary of Megger's property.

4. The purpose of this easement is to enable Crilly to hook to the city sewer line located at the southern end of West Street and west end of First Street. Crilly shall have the right of necessary ingress and egress to and from the area to construct, inspect, maintain, rebuild, repair and replace the line.

5. Meggers agrees to erect no building or other improvements and to place no obstructions upon or under the property covered by this easement which would interfere with the purpose herein declared.

6. Crilly shall restore Megger's land to its present condition after any work completed.

7. Meggers also owns the following described real estate:

Parcel "C" and Parcel "D" being part of the Southwest Quarter of the Northwest Quarter (SW¼-NW¼) of Section 27, Township 90 North, Range 6 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 100

8. If Meggers should hook to the sewer line constructed by Crilly from real estate described in paragraphs 1 and/or 7, any costs associated with that portion of sewer line shared by the parties shall be split equally and each shall be solely responsible for any costs associated with their independent portions of the sewer line.

9. This agreement shall be perpetual and shall be binding upon the heirs, successors and assigns of the parties hereto.

Dated this 10th day of June, 2014.

Dennis J. Meggers

Dennis J. Meggers

Keith C. Crilly

Keith C. Crilly

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

This instrument was acknowledged before me on this 10th day of June, 2014 by Dennis J. Meggers.

STEVEN E. CARR
Commission Number 713328
My Commission Expires
October 30, 2016

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

This instrument was acknowledged before me on this 11th day of June, 2014 by Keith C. Crilly.

STEVEN E. CARR
Commission Number 713328
My Commission Expires
October 30, 2016

Notary Public in and for the State of Iowa