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MADISON COUNTY, IOWA

THIS INSTRUMENT PREPARED BY:

JEFFREY N. BUMP, BUMP & BUMP LAW FIRM  
P.O. BOX 127, PANORA, IOWA 50216, 641-755-2131

## AGREEMENT

THIS AGREEMENT, dated this 11<sup>th</sup> day of June, 2001, by and between Steven B. Bump and Susan Bump, husband and wife (hereinafter "Bump") and Robert Egner and Susan Egner, husband and wife (hereinafter "Egner");

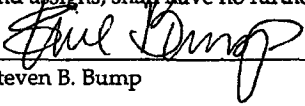
WHEREAS, Bump and Egner are successors in interest to one certain Agreement contained in a Warranty Deed dated January 23, 1993 and filed January 25, 1993 in Deed Record 131, Page 120 of the records of the Madison County Recorder, affecting the following described real estate:

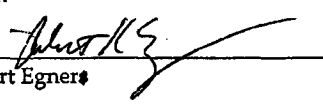
Commencing at the SE Corner of the SW<sup>1</sup>/<sub>4</sub> of the SE<sup>1</sup>/<sub>4</sub> of Sec. 24-77-28, Madison County, Iowa; thence, along the East line of said SW<sup>1</sup>/<sub>4</sub> of the SE<sup>1</sup>/<sub>4</sub>, North 00°00'00" 1,124.08 feet to the point of beginning. Thence South 85°18'25" West 872.33 feet; thence North 08°54'44" West 265.16 feet to a point on the North line of said SW<sup>1</sup>/<sub>4</sub> of the SE<sup>1</sup>/<sub>4</sub>; thence along said North line, South 89°43'10" East 910.49 feet to the East line of said SW<sup>1</sup>/<sub>4</sub> of the SE<sup>1</sup>/<sub>4</sub>; thence South 00°00'00" 186.12 feet to the point of beginning.

WHEREAS, the Agreement contained in the aforementioned Warranty Deed contains certain covenants, easements, and obligations which these parties, as successors in title and interest are presently bound, and due to the fact that the above referenced real-estate will in the near future be capable of being supplied with water by a rural water supply, the parties desire to modify their respective obligations thereunder.

NOW, THEREFORE, in consideration of the mutual undertakings contained herein, the receipt of which is acknowledged, the parties hereby amend the Agreement referred to herein as follows:

1. Effective on the date when the real estate described herein is capable of being supplied with water by a rural water supply, the Agreement set forth in the Warranty Deed dated January 23, 1993 and filed January 25, 1993 in Deed Record 131, Page 120 of the records of the Madison County Recorder, including the easements contained therein, shall terminate, be void, and shall be of no further force and effect, and Bump and Egners, their heirs, successors, and assigns, shall have no further obligations thereunder.

  
Steven B. Bump

  
Robert Egner

