\*\*\*\*\*\*\*\*\*\*\*

Vina Saunders,

First Party,

(DRAINAGE AGREEMENT

and

Peter F. Swift and Mary Swift, his wife, Second Parties (Dated December 9, 1911 (Filed November 30, 1912 (Deed Book 8, page 228

"WHEREAS First Party, as owner of Section 19, Township 97, Range 32 was desirous of procuring an outlet for that portion of said section which drained naturally upon and across the N  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 30 in said Township, which was owned by the Second Party, and

WHEREAS under an unrecorded agreement, First Party laid a 16 inch tile, extending from her land above referred to, unto and across said land of the Second Party, to an outlet in an open ditch constructed by Second Party, and

WHEREAS, under said Agreement, the First Party paid the sum of \$226.05 and the Second Party the sum of \$184.22 towards the construction of said tile drain on the land of the Second Party.

NOW THEREFORE, in consideration of the money paid by First Party as aforesaid, and in consideration of the work done by her in connection with said tile drain, Second Party grants to the First Party, an easement across the N½ NE¼ of Section 30 for the maintenance of said tile drain, allowing and permitting the First Party to maintain same and to repair or otherwise care for same, should occasion require.

This contract is intended to supercede the former contract, above referred to.