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Carl E O'Neill
RECORDER

MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 25th day of September, 1991, between Kell Corporation ("Kell") and Paul K. Dusterhoft and Sue A Dusterhoft, husband and wife ("Dusterhofts").

Kell is the owner of the real estate described in Exhibit "A" attached hereto, and Dusterhofts are the owners of the real estate described in Exhibit "B" attached hereto

The real estate owned by Kell is situated easterly of and adjacent to the real estate owned by Dusterhofts, and the parties share a common paved driveway providing ingress and egress for the properties to and from U S. Highway #6, which driveway extends northerly and southerly along the common boundary line of the properties

The common driveway lies within the boundaries of ingress and egress easements held by the parties, Kell owning easement rights over the easterly 20 feet of the Dusterhofts' real estate and Dusterhofts owning easement rights over the westerly 20 feet of the Kell property

The parties desire to enter into an agreement for the sharing of the costs of maintenance, repair and replacement of the existing driveway, and other matters pertaining to the driveway

THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter contained, the parties agree as follow

1. Kell shall, at it's sole cost, widen and pave the existing driveway entrance from U S Highway #6, along

it's property so that, following completion, the centerline of the paved driveway entrance will be situated, more or less, along the common boundary line of the property of Kell and the property of Dusterhoft.

2 Except as Kell's obligations under paragraph 1, all costs of repair, maintenance and replacement of the common driveway, including snow removal, shall be shared and paid one-half by the present and future owner or owners of the real estate described in Exhibit "A" attached hereto and one-half by the present and future owners of the real estate described in Exhibit "B" attached hereto

3. The parties shall not cause or permit the common driveway to be blocked or obstructed in any manner which impedes the passage of motor vehicles.

4 The provisions of this agreement shall inure to the benefit of and be binding upon the parties hereto, their assigns and successors in interest

KELL CORPORATION

By Lana Dever Andre
Lana Dever Andre,
President and Secretary

Paul K Dusterhoft
Paul K Dusterhoft

Sue A Dusterhoft
Sue A Dusterhoft

STATE OF IOWA )
) ss
JOHNSON COUNTY )

On this 25th day of September, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lana Dever Andre, to me personally known, who being by me duly sworn, did say that she is the President and Secretary, of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation, that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Lana Dever Andre as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by her voluntarily executed

Notary Public in and for the
State of Iowa

DANIEL W BOYLE
MY COMMISSION EXPIRES
September 22 1992

STATE OF IOWA )
) ss:
JOHNSON COUNTY )

On this 25th day of September, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul K. Dusterhoft and Sue A Dusterhoft, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the
State of Iowa

DANIEL W BOYLE
MY COMMISSION EXPIRES
September 22 1992

EXHIBIT "A"

Commencing at a point on the south line of Block 18, in Coralville Heights, Johnson County, Iowa, which point is 17.4 feet easterly from the southeast corner of Lot 13 of said Block 18, thence south parallel with the west line of Section 5, T79N, R6W of the 5th P M , 340 15 feet, thence westerly parallel with the south line of said Block 18, 124 1 feet to the point of beginning, thence westerly parallel with the south line of said Block 18, 73 00 feet; thence S0°25'W, to the north line of U S Highway #6 as now located, thence southeasterly along the north line of said Highway #6 to a point which is S0°25'W from the point of beginning, thence N0°25'E, to the point of beginning

EXHIBIT "B"

Commencing at a point on the south line of Block 18, in Coralville Heights, Johnson County, Iowa, which point is 17 4 feet easterly from the southeast corner of Lot 13 of said Block 18, thence south parallel with the west line of Section 5, T79N, R6W of the 5th P M , 340 15 feet; thence westerly parallel with the south line of said Block 18, 197 1 feet to the point of beginning; thence westerly parallel with the south line of said Block 18, 73 00 feet, thence S0°25'W, to the north line of U.S. Highway #6 as now located, thence southeasterly along the north line of said Highway #6 to a point which is S0°25'W from the point of beginning, thence N0°25'E, to the point of beginning