DELAWARE COUNTY IOWA
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RECORDER
DELAWARE CO RECORDER

William D. Werger 401 East Main Manchester (319) 927-5920
Preparer Information

WELL AND SEPTIC AGREEMENT

THIS AGREEMENT is made by and between Helen Heyer (hereafter Heyer) and Leon A. Vaske and Verna A. Vaske (hereafter Vaskes);

WHEREAS Heyer is the owner of the following described real estate in Delaware County, Iowa, to wit:

> That part of the Southeast Quarter (SE 1/4) of the Northeast fractional Quarter (NEfr1/4) of Section Four (4), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian described as commencing at a point four hundred one (401.0) feet West of the Southeast corner of said Southeast Quarter (SE 1/4) of the Northeast fractional Quarter (NEfr1/4), and running thence West one hundred seven (107.0) feet, thence North two hundred forty eight (248.0) feet, thence East one hundred seven (107.0) feet, thence South two hundred forty eight (248.0) feet to the point of beginning

on which a septic tank, pressure tank and residence are located; and

WHEREAS Vaskes are the owners of the following described real estate in

Delaware County, Iowa, to wit:

> All that part of the East half of the Northeast quarter lying South of the Chicago Great Western Railroad right of way, of Section Four, Township Eighty Nine North, Range Five West of the 5th P.M.; and all that part of the Southeast quarter of the Southeast quarter lying South of the Chicago Great Western Railroad right of way, of Section Thirty Three, Township Ninety North, Range Five West of the 5th P. M. containing 80 acres more or less. Except a piece of land described as follows: Commencing at a point 401 feet West of the Southeast corner of above described real estate thence West 107 feet, thence North 248 feet, thence East 107 feet, thence South 248 feet to point of beginning

on which a well and pump and septic field or drain outlet are located; and

WHEREAS Heyer has been previously granted the right to use the well and pump and the adjoining property for purposes of a septic field or drain since reserving said use in a Real Estate Contract filed originally on March 12, 1971, in Book 90, L.D., Page 89 of the Delaware County records; and

WHEREAS Vaskes have been permitted to use said well and pump and the pressure tank located on the Heyer property since the original Contract previously referenced; and

WHEREAS Heyer and Vaskes wish to set forth their agreement with regards to the well and the septic system in a separate written agreement;

IT IS THEREFORE AGREED upon mutual consideration as follows:

1. Heyer shall have the right to use the well and pump located on the Vaskes property in conjunction with the pressure tank located on her own property.

2. Vaskes shall be entitled to use the well and pump together with the pressure tank located on the Heyer property.

3. Each party shall pay one-half of the expenses of repair and replacement of the pump and motor and the pressure tank.

4. Vaskes shall be entitled to reasonable access to pressure tank and water shut-off at any time necessary to complete repairs.

5. The parties agree that the electric bill for the pump shall be maintained in the name of Heyer and that Vaskes shall contribute $10.00 per month towards that electric bill in each month that they have livestock using water from the well.

6. Heyer shall also have the right to use the property to the North of the presently located septic tank as a drain outlet for the septic tank or for use as a leach field in the event that becomes necessary.

7. Heyer shall maintain any drain or septic field at her own expense and shall restore the surface of the ground if any repairs are necessary in that area.

8. In the event the well becomes unusable at any time in the future, this Agreement shall terminate and both parties shall be free to construct there own well or to contract together to construct a replacement pursuant to terms and conditions to be agreed upon in that circumstance.

9. This Agreement shall be binding on successors and assigns of both parties and shall be easement rights which run with the land.

Agreement by the parties is hereby made upon the signing of this Agreement on the date hereafter noted.

Helen Heyer
Helen Heyer, a single person

Subscribed, sworn and acknowledged to me by Helen Heyer on the 8th day of June, 1999.

Notary Public In And For The State
Of Iowa

Leon A. Vaske
Leon A. Vaske, husband

Verna A. Vaske
Verna A. Vaske, wife

Subscribed, sworn and acknowledged to me by Leon A. Vaske and Verna A. Vaske on the 8th day of June, 1999.

WILLIAM D. WERGER
MY COMMISSION EXPIRES
10-6-01

Notary Public In And For The State
Of Iowa