DELAWARE COUNTY IOWA
FILED
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BY
RECORDER
DELAWARE CO IOWA
21.00

(X) Thomas J. Hanson 401 E Main Street, Manchester (319)927-5820

Agreement Regarding Well, Septic System, Driveway and Encroachment

This agreement entered into this 9th day of September, 1999 by and between Gary W. Jackson and Betty L .Jackson, husband and wife (hereinafter Jackson), John B. Soppe and Denise A. Soppe, husband and wife (hereinafter Soppe) and Charles Ankrom and Carol Ankrom, husband and wife (hereinafter Ankrom).

WHEREAS, this agreement involves the following described real estate located in Delaware County, Iowa:

> Lots One (1), Five (5) and Six (6), North Oak Subdivision being a subdivision of the Southeast Quarter of the Northeast Quarter (SE¼-NE¼) and part of the Southwest Quarter of the Northeast Quarter (SW¼-NE¼) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 1999, Page 126.

AND WHEREAS, Gary W. Jackson is the owner of the herein described Lot Five (5), Charles Ankrom is the owner of the herein Described Lot One (1) and Charles Ankrom and Gary W. Jackson jointly own the herein described Lot Six (6).

AND WHEREAS, Soppe's seek to purchase Lot Five (5) from Jackson's;

AND WHEREAS, A trailer house located on Lot Six (6) described herein encroaches on to Lot Five (5) described herein. The owner of the trailer uses and will continue to use a driveway in conjunction with the owner of Lot Five (5). The owner of the trailer also uses and will continue to use water from the well located on Lot Five (5). The septic tank and leach field from the trailer located on Lots Five (5) and Six (6) also encroaches on to Lots Five (5) and One (1).

NOW, THEREFORE, In consideration of the mutual benefits to be gained by the parties and in consideration of the necessity to enter into an agreement with regard to the joint driveway, the encroachments on to Lot Five (5), the encroachment on to Lot One (1) and the use of the well on Lot Five (5) the parties agree as follows:

1. The trailer referred to herein located on the boundary line between Lots Five (5) and Six (6) is owned by Elizabeth Ankrom. The parties to this agreement agree that so long as Elizabeth Ankrom continues to live at the trailer the trailer house will remain in its current location. As soon as she permanently vacates the premises or in the event of her death, Jackson and Ankrom agree to remove the trailer from its present location so that it no longer encroaches onto Lot Five (5).

2. The parties further agree that so long as Elizabeth Ankrom is residing in the trailer home referred to herein that she shall be entitled to use the driveway servicing Lot Five (5) described herein in conjunction with Soppe, and all persons lawfully using said driveway. Any expense to maintain said driveway or to remove snow from said driveway as long as Elizabeth Ankrom is residing in the trailer, shall be shared equally with Soppe paying one half and Jackson and Ankrom paying one half.

3. There is a well located on Lot Five (5) just South of the building located on the premises. Soppe agrees that as long as Elizabeth Ankrom is residing in the trailer home referred to herein that she shall be allowed to use water from the well. The cost of maintaining the piping system from the well to the trailer shall be paid solely by Elizabeth Ankrom. The cost of any repairs or maintenance to the well and pressure system shall be paid solely by Soppes, provided however, that in the event the water from the well becomes undrinkable then any costs to make the water drinkable including replacement of the well or the pressure system shall be paid solely by Elizabeth Ankrom. Elizabeth Ankrom shall be required to pay to Soppe the sum of $10.00 per month for the use of the water from the well.

4. The septic tank and leach field servicing the trailer home located entirely on Lot Five (5). As part of this agreement Soppe's agree to allow Elizabeth Ankrom to continue to use the septic tank and leach field located on Lot Five (5). As soon as Elizabeth Ankrom permanently vacates said trailer home, then the trailer is to be removed and there will be no more use of the septic tank and leach field by Ankroms and Jacksons or anyone claiming by, through or under them.

5. The septic tank servicing the building located on Lot Five (5) is not connected to a leach field. Ankrom and Jackson hereby grant unto Soppe the right to hook his septic system into such leach field. Ankrom hereby grants a permanent easement onto Soppes, their heirs, successors and assigns for any portion of said leach field located on Lot One (1). In addition, Ankroms grant unto Soppes, their heirs, successors and assigns the right to enter onto Lot One (1) for the purpose of inspecting, repairing, and maintaining said leach field. Soppes shall be obligated to return the soil to it's preexisting condition in the event any repairs to the septic system are required. Ankroms agree that no structures, foundations or other permanent fixtures shall be placed over, on or across the leach field that is located on Lot One (1).

This agreement shall be binding on the parties hereto, their heirs, successors and assigns and except for those provisions which terminate under the terms of this agreement, this agreement shall run with the land.

IN WITNESS WHERETO the parties sign this agreement on the day and date first above written.

Gary W. Jackson

Betty L. Jackson

John B. Soppe

Denise A. Soppe

Charles Ankrom

Carol Ankrom

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

This instrument was acknowledged before me on September 9, 1999 by, Gary W. Jackson and Betty L. Jackson, husband and wife.

Notary Public In and For the State of Iowa
Thomas J. Hanson

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

This instrument was acknowledged before me on September 9, 1999 by, John B. Soppe and Denise A. Soppe, husband and wife.

Notary Public In and For the State of Iowa
Thomas J. Hanson

Notary Public In and For the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

This instrument was acknowledged before me on September 8th, 1999 by, Charles Ankrom and Carol Ankrom, husband and wife.

Tracy L Fonck
Notary Public In and For the State of Iowa

