DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
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Prepared by: Thelma Weidenbacher, 4413 Wren Dr., Dubuque, IA 52001-8818 319-583-7340

SEPTIC TANK AND DRAINFIELD AGREEMENT

For good and valuable consideration, this agreement is made and entered into this 16th day of September, A.D. 2000, by and between:

> Jason P. Driscoll and Kelly A. Driscoll, husband and wife, as owners of Lot one hundred eleven (111) and parcel T, being a part of Lot one hundred seventeen (117) and part of Vine Avenue of "Clair View Acres", being in Section twenty-six (26) Township eighty-eight (88) North, Range five (5) West of the Fifth Principal Meridian (5th P.M.) Delaware County, Iowa
> and
> Thelma Weidenbacher, a widow and unmarried, as owner of Lot one hundred twelve (112) of "Clair View Acres", being in Section twenty-six (26), Township eighty-eight (88) North, Range five (5), West of the Fifth Principal Meridian (5th P.M.) Delaware County, Iowa.

The aforesaid parties, as owners of the above described real estate, do hereby covenant and agree as follows:

1. Purpose: That a septic tank and drainfield are installed on Lot 111 and connections thereto on Lot 112 "Clairview Acres, Delhi, Iowa" and each party hereto shall be allowed to use the same for normal domestic purposes for a single family residence. Any variations in the restriction in this paragraph shall be by prior written agreement and agreed to by all parties.
2. Installation: It is hereby specifically agreedby and between the parties hereto that all expenses incurred related to the original installation and operation of said septic tank and drainfield shall be divided equally between parties hereto.
3. Hook-Up: It is further agreed by and between the parties hereto that their portion of the hook-up to said septic tank and drainfield, that each party will be obligated and required to make the necessary repairs and//or maintenance, should the same be necessary, to the system to that party's residence.
4. Additional Installations: Any additional installations to this septic tank, drainfield and hook-ups shall be by written approval by all parties.
5. Amendments: That the terms and provisions of this agreement may be changed by written consent of all parties.
6. Single Family Participants: That the parties hereto expressly agree that the promises, covenants and restrictions pertaining to this septic tank, drainfield and hook-ups shall apply only to the above mentioned parcels of real estate set forth in this agreement. It being expressly understood by the parties that in no event shall any other parties hook into this system unless express, written permission has been given by the parties to this agreement.
7. Default: That the parties hereto expressly agree that any party that defaults as to any obligation set forth in this agreement shall have their septic tank, drainfield and hook-up rights terminated. A default, as theterm is used herein, shall exist on the day thirty (30) days after notification of an obligation as set forth herein.
8. Heirs/Successors: That this agreement shall be binding upon all parties hereto, their heirs, successors, administrators, agents and assigns, and shall run with the land, unless terminated by the provisions of this agreement.

Signed this 16th day of September, A.D. 2000.

Jason P. Driscoll

Jason P. Driscoll

Kelly A. Driscoll

Kelly A. Driscoll

Thelma Weidenbacher

Thelma Weidenbacher

State of Iowa, County of Delaware ss.

On this 16th day of September, A.D. 2000, before me Kristine A. Casey, a Notary Public in and for Delaware County, Iowa, personally appeared Jason P. Driscoll, Kelly A. Driscoll and Thelma Weidenbacher to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

KRISTINE A. CASEY COMM. NO. NOTARIAL SEAL

Kristine A. Casey

Notary Public in and for Delaware County, Iowa
My commission expires 10-02