DELAWARE COUNTY IOWA
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DEBORAH L. BENTON
DELAWARE CO. RECORDER
18.00

Prepared by: Daneen Schindler, 27627 219th Street, Earlville, IA 52041 563-923-7345

2004-3575
2004-3576
2004-3579

2003-5629
2004-3580
2004-3581

SEPTIC AGREEMENT

This contract and agreement made and entered into this 21 day of July, 2004, by and between Stephen C. Schindler, Dale J. Schindler, Sandra M. Gansemer, Joe E. Schindler, Dennis J. Schindler, Tammy M. Nefzger and Tracey L. Dickman (First Parties) and Kathleen (Kay) A. Naber (Second Party).

WHEREAS, First Parties are the owners of the folowing real estate located in Delaware County, Iowa:

Lot 11, in the Subdivision of Camp-O-Delhi, Camp-O-Delhi, Inc.
Delaware County, Iowa. Section 24 Township 88 Range 5

And WHEREAS, Second Party is the owner of an adjoining lots located in Delaware County, Iowa legally described as follows:

Lots 9 & 10, in the Subdivision of Camp-O-Delhi, Camp-O-Delhi, Inc.
Delaware County, Iowa. Section 24 Township 88 Range 5

And WHEREAS, there is a septic system located on Lot 10 owned by the Second Party which supplies septic to Lots 9, 10 & 11 as described above and that the parties wish to enter into an Agreement regarding said shared septic system.

NOW THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties, and in consideration of One Dollar ($1.00) and other valuable consideration, the parties agree as follows:

1) First Parties and Second Party are the joint owners of the septic system located on the above described Lot 10, which said septic system shall be used by the above parties, their heirs, successors and assigns, so as to provide sewer for domestic use for each of the above Lots.

2) Second Party grants to First Parties an easement to enter said Lot 10 in the ares of said septic system to inspect, maintain and repair said septic system and Second Party further grants to First Parties and easement over and across that portion of Lot 10 as is necessary to run sewer lines from the septic system to the First Parties residence located on the above described Lot 11. Second Party further grants unto First Parties an easement for ingress and egress to inspect and maintain said septic system and to make repairs as are necessary. In the event that connection and/or repair of septic system requires digging on the real estate owned by the Second Party, First Parties shall return the premises to the condition that it was prior to making connection and/or repairs and/or replacements thereto.

3) The cost and any and all repairs, maintenance, and/or replacement to the septic system shall be paid equally by each of the Parties serviced by the septic system. The cost of any repairs, maintenance or replacement of sewer lines shall be paid by the Parties being served by said septic system.

4) In the event that another party should connect to the septic system, this septic agreement shall be amended and signatures acquired by all parties involved.

5) This Agreement and all provisions hereto shall be binding upon the heirs, successors, grantees and assigns of the parties hereto and shall continue until such time as this Agreement is mutually rescinded by the parties. This constitutes a covenant running with the land.

Stephen C. Schindler

Kathleen (Kay) A. Naber

Dale J. Schindler

Sandra M. Gansemer

Joe E. Schindler

Dennis J. Schindler

Tammy M. Nefzger

Tracey L. Dickman

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 21 day of July, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stephen C. Schindler, Dale J. Schindler, Sandra M. Gansemer, Joe E. Schindler, Dennis J. Schindler, Tammy M. Nefzger & Tracey L. Dickman, 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.

Iowa Notarial Seal
JENI L SCHINDLER
Commission Number 222641
My Commission Expires May 24, 2005

Notary Public in and for State of Iowa

STATE OF IOWA

COUNTY OF DELAWARE)

On this 21 day of July, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kathleen (Kay) A. Naber, 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.

Notary Public in & for the State of Iowa

JEAN A. KUEHL
Commission Number 177773
My Commission Expires
1/27/07