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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

2004-816
132-357
131-318
1999-3140
193-17

SEPTIC SYSTEM AGREEMENT
Recorder's Cover Sheet

Preparer Information:
(X) Dan McClean, McClean Law Office, 401 First Avenue East, Dyersville, IA 52040, Ph. 563-875-6002

Taxpayer Information:
Terry Tripp, 25902 218th Ave., Delhi, IA 52223

Return Address
Terry Tripp, 25902 218th Ave., Delhi, IA 52223

Grantors:
Terry Tripp

Grantees:
Neil and Karen Necker

Legal Description: See Page 2

Document or instrument number if applicable: _____

SEPTIC SYSTEM AGREEMENT

Comes now Terry Tripp, hereinafter known as "Tripp" and Neil and Karen Necker, hereinafter known as "Necker," the parties to this Septic System Agreement.

It is the intention of Tripp and Necker to come to an agreement regarding the Septic System located on the Tripp property described as:

Lots Three (3) and Four (4) of Camp-O-Delhi, a subdivision of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of SectionTwenty-Four (24), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth P.M., in Delaware County, Iowa, according to plat recorded in Book 5, Plats, Page 78.

The Septic System is located adjacent to property owned by Necker and described as follows:

Lots Five (5) and Six (6) of Camp-O-Delhi, a subdivision of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section Twenty-four (24), Township Eighty-Eight (88) North, Range Five (5), West of the Fifth P.M., in Delaware County, Iowa, according to plat recorded in Book 5, Plats, Page 78.

In exchange for the benefits of using the septic system on the Tripp property, the Necker's will pay to Tripp the sum of One Thousand Dollars ($1,000.00) and one-half of all expenses of said septic system. Said expenses shall include, but not be limited to, the following: repairs of any parts to operate said septic system, and related equipment while this Agreement is in place, replacement of any parts used to operate said septic system, and related equipment while this Agreement is in place, and any and all expenses necessary for the normal maintenance of said septic systemp and related equipment while this Agreement is in place. Normal maintenance shall include pumping the holding tank on a regular basis. Tripp shall present a copy of any billing statement for expenses covered under this Agreement to Necker and Necker shall make payment of one-half of said expense to Tripp within seven (7) days of being presented with said billing statement.

Necker is responsible for the maintenance and/or repair and/or replacement of the sewer line running from the Necker property to the septic system.

Necker agrees that the use of the property connected to the septic system is for a "summer home" and not as a year round residence. Necker agrees that said summer home will be used no more than six months per year. In the event that Necker converts this summer home to a year round residence, this septic system agreement is null and void and the sewer line between the properties shall be disconnected at Necker's expense.

Tripp acknowledges receipt of the payment of One Thousand Dollars ($1,000.00) from Necker as of the signing of this Agreement.

If Neckers sell their property, the new buyer shall be able to renew this Agreement by paying One Thousand Dollars ($1,000.00) to Trip or his successor. If the new buyer rejects the payment option, the septic system agreement shall cease.

This Septic System Agreement is effective immediately and shall remain in effect as long as Tripp and Necker own their respective properties. If either or both of these parties sell their property as described above, this Agreement shall continue with the property for a period of 99 years from the date of this Agreement. This Agreement does run with the land.

Signed this 4 day of August, 2006.

Terry Tripp

Karen Necker

Neil Necker

STATE OF IOWA, DUBUQUE COUNTY, SS:

On this 4 day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry Tripp, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntary act and deed.

DANNY McCLEAN
MY COMMISSION EXPIRES
7/27/07

Notary Public in and for said County and State

STATE OF IOWA, DUBUQUE COUNTY, SS:

On this 4 day of August, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Neil and Karen Necker, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntary act and deed.

DANNY McCLEAN
MY COMMISSION EXPIRES
7/27/07

Notary Public in and for said County and State