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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

SEPTIC TANK AGREEMENT

This Agreement entered into this 13 day of November, 2013, by and between Richard J. Foust and Dianne K. Foust, husband and wife (hereinafter First Parties) Kenneth A. Burns and Janet K. Burns, husband and wife (hereinafter Second Parties).

WHEREAS, First Parties own the following described real estate located in Delaware County, Iowa:

> Lot Four (4) of "Homeworks Subdivision" being a subdivision of Parcel J in Section 33, Township 89 North, Range 5 West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 1999, Page 232.

AND WHEREAS, Second Parties own the following described real estate located in Delaware County, Iowa:

> See attached legal description (page 3)

AND WHEREAS, There is a septic system located on Second Parties real estate which is used by First Parties.

AND WHEREAS, the parties wish to enter into an Agreement to establish their rights and obligations with regard to said septic system.

IT IS THEREFORE AGREED AS FOLLOWS:

1. First Parties and any of their tenants shall have the right to use the septic system located on real estate owned by Second Parties. The use of said septic system shall be in conjunction with Second Parties and any tenant of Second Parties. First Parties shall be required to pay the cost of any and all repairs or replacements of sewer lines that run to the septic system. First Parties are granted an easement over and across that portion of Second Parties real estate in order to access the septic system and any sewer line running to the septic system and further as needed to inspect, maintain and repair the sewer line or septic system. First Parties shall be obligated to return to its

natural condition any soil or earth disturbed by any inspection, repair, replacement or maintenance of sewer lines.

2. The Parties agree that for any and all future inspection, repairs, replacements, maintenance and/or pumping of said septic system, the cost shall be paid one-half my First Parties and one-half by Second Parties.

3. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall be considered an Agreement that runs with the land.

Dated this 13 day of November, 2013.

Richard J. Foust
Richard J. Foust

Kenneth A. Burns
Kenneth A. Burns

Dianne K. Foust
Dianne K. Foust

Janet K. Burns
Janet K. Burns

STATE OF IOWA, COUNTY OF DELAWARE **, ss:**

This record was acknowledged before me on this 13TH day of NOVEMBER, 2013 by Richard J. Foust and Dianne K. Foust, husband and wife.

Notary Public in and for the State of Iowa

Kevin L. Hoefer
COMMISSION NUMBER 180732
My Commission Expires
8-15-16

STATE OF IOWA, COUNTY OF DELAWARE **, ss:**

This record was acknowledged before me on this 13TH day of NOVEMBER, 2013 by Kenneth A. Burns and Janet K. Burns, husband and wife.

Notary Public in and for the State of Iowa

Kevin L. Hoefer
COMMISSION NUMBER 180732
My Commission Expires
8-15-16

Legal Description – Second Parties (Kenneth A. Burns and Janet K. Burns)

East two hundred (200) feet of that part of the Northeast Quarter of the Northwest Quarter of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. lying North of the Illinois Central Railroad right-of-way; and commencing at a point two hundred (200) feet West of the intersection of the East line of said Northeast Quarter of Northwest Quarter with the North line of said Railroad right-of-way, thence North one hundred forty four (144) feet, thence Southwesterly to a point on the North line of said Railroad right-of-way one hundred eighty five (185) feet West of the point of beginning, thence East to point of beginning, except Parcel "J" of the Plat of Survey of part of the East 200 feet of that part of the Northeast Quarter of the Northwest Quarter of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. lying North of the Illinois Central Railroad right-of-way in Delaware County, Iowa, recorded in Book 7 Plats, Page 184 of the records of the Delaware County Recorder subject to easements of record.