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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return Document To: Thomas J. Hanson, 401 East Main Street, Manchester, Iowa 52057
Prepared By: Thomas J. Hanson, 401 East Main Street, Manchester, Iowa 52057

SEPTIC SYSTEM AGREEMENT

This Agreement entered into this 20 day of January, 2015 by and between Ruth E. Beck, a single person (hereinafter "First Party") and Morris J. Wruck and Diana J. Wruck, husband and wife, (hereinafter "Second Parties").

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

A. Real Estate owned by First Party:

Lot One (1) of Clair-View Acres at Delhi, Iowa in Sections Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 200; and lake frontage adjacent thereto.

B. Real Estate owned by Second Parties:

Lots Two (2) and Three (3) of Clair-View Acres at Delhi, Iowa in Sections Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County, Iowa according to plat recorded in Book 2 Plats, Page 200; also all that land lying westerly and northwesterly of said Lots Two (2) and Three (3) within the extensions of the southwesterly line of Lot Three (3) and Northeasterly line of Lot Two (2), extending into the lake and to the center of Maquoketa River.

AND WHEREAS, the parties are constructing a jointly owned septic system that is located on the real estate owned by First Party and the parties wish to enter into an agreement regarding the continued joint use of said septic system.

NOW, THEREFORE, in consideration of the mutual covenants made herein and the mutual benefits to be gained by the parties, they agree as follows:

1. First Party agrees that the parties shall jointly construct a septic system to serve the real estate owned by First Party and Second Parties on the real estate owned by First Party. First Party hereby grants onto said Second Parties, their heirs, successors and assigns, an easement for the septic system being located on the real estate owned by First Party which said easement shall allow Second Parties, their heirs, successors and assigns, assess to the real estate owned by First Party for the purpose of construction, inspection, repair, maintenance and use of said septic system.

   Said septic system shall be constructed at the direction of First Party and Second Parties and each party shall be allowed to hook onto said septic system from the residence on their respective properties. The parties each agree to pay one-half of the cost of construction of said septic system.

2. First Party, for and on behalf of herself, her heirs, successors and assigns, agrees that no buildings or permanent structures shall be placed over the area where the septic system is located.

3. Following completion of the construction of the septic system First Party grants onto Second Parties, their heirs, successors and assigns the right to enter onto her premises from time to time in order to inspect the septic system and to make necessary repairs and/or maintenance to the system. The parties agree that any cost associated with repair and/or maintenance of the septic system, and any cost associated returning the soil and vegetation to its previously existing condition following construction shall be paid one-half by the owner of each parcel.

4. The easements granted herein shall run with the land and be binding upon the parties hereto, their heirs, successors and assigns.

Dated this 20th day of January, 2015.

First Party

Ruth E. Beck

Ruth E. Beck

Dated this 20 day of January ~~2014~~ 2015

Second Parties

Morris J. Wruck
Morris J. Wruck

x Diana J. Wruck
Diana J. Wruck

STATE OF Iowa **, COUNTY OF** Black Hawk **: ss:**

On this 20th day of January, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ruth E. Beck**, a single person, known to me be the identical person named herein and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

NOTARIAL SEAL IOWA
NANCY HILD
Commission No.181705
My Commission Expires
16-17-2016

Notary Public in and for the State of

STATE OF Iowa **, COUNTY OF** Delaware **: ss:**

On this 31 day of October, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **Morris J. Wruck and Diana J. Wruck**, husband and wife, known to me be the identical persons named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of

NOTARIAL SEAL IOWA
THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2016