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Daneen Schindler, 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
Address Tax Statement:

2017-2144
2007-2585

SEPTIC SYSTEM AGREEMENT

This Agreement entered into this 15 day of September, 2017 by and between Caron Fox, a single person (hereinafter First Party) and Christopher R. Thome, a single person (hereinafter Second Party).

WHEREAS, First Party is purchasing on contract the following real estate located in Delaware County, Iowa:

> Lot Eighty One (81) of "Clair-View Acres at Delhi, Iowa" in Section Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 200.

AND WHEREAS, Second Party is the owner of the following described real estate located in Delaware County, Iowa:

> Lot Eighty (80) of "Clair-View Acres at Delhi, Iowa" in Section Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 200.

AND WHEREAS, First Party is installing a septic tank on her real estate that will be jointly used by Second Party and the parties wish to enter into an agreement regarding said joint 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 shall install on her premises a 1,000 gallon septic tank which will hook on to an existing leach bed system located on the real estate owned by First Party.

2. Second Party's residence shall be hooked on to the system at the time of installation.

3. The parties agree that Second Party shall pay the sum of $2,500.00 towards the installation of the septic tank and necessary piping to hook on to the system and that First Party shall pay the balance of the cost of said installation.

4. First Party grants onto Second Party, his heirs, successors and assigns the right to enter onto First Party's premises at all reasonable times to inspect the septic system and to make any necessary repairs and/or maintenance. The parties agree that any costs associated with repair and/or maintenance of the septic system or cleaning and pumping of the system shall be paid one-half by each party.

5. This agreement and easement shall run with the land and be binding upon the parties hereto, their heirs, successors and assigns.

Dated this 28 day of Aug, 2017.

First Party

Caron Fox

Caron Fox

Dated this 15 day of September, 2017.

Second Party

Christopher R Thome

Christopher R Thome

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

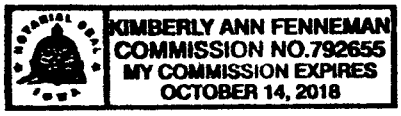
On this 28th day of August, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Caron Fox**, a single person, known to me be the identical person named herein and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Sarah R. Leonard
Notary Public in and for the State of Iowa

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

On this 15th day of September, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Christopher R. Thome**, a single person, known to me be the identical person named herein and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Kimberly Ann Fenneman
Notary Public in and for the State of Iowa