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Book 2018 Page 2578

Document 2018 2578 Type 06 006 Pages 3
Date 9/12/2018 Time 10:06:09AM
Rec Amt $17.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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93-378
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SEPTIC SYSTEM AGREEMENT

This Agreement entered into this 1st day of August, 2018 by and between James A. Christensen, a single person (hereinafter First Party) and Alvin Blum and Suzanne M. Blum, 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 51, according to the Plat of Clair View Acres at Delhi, Iowa, in Sections 23 and 26, Milo Township, Delaware County, Iowa, as prepared by Bartels, McMahan, LeMay, Haas and Baule Engineering Company dated June 6, 1970, as filed in the Delaware County Recorder's Office, in Book 2 Plats, Page 200.

B. Real estate owned by Second Parties:

Lot Fifty Two (52) of "Clair-View Acres at Delhi, Iowa: in Sections Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County, Iowa, according to Survey and Replat recorded in Book 3 Plats, Page 108; and that part of Lot Fifty Three (53) 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, described as beginning at the most Westerly corner of said Lot Fifty Three (53), thence South 75°00' East thirteen (13) feet, thence South 55 °07'33" East to the centerline of the Maquoketa River,

commonly known as Lake Delhi, thence Southwesterly along said centerline to the most Southerly corner of said Lot Fifty Three (53), thence North 50°43' West along the Southwesterly line of said Lot Fifty Three (53) to the point of beginning; except that part of said Lots conveyed to Interstate Power Company by Receiver's Deed recorded in Book 63, L.D., Pages 393-397.

AND WHEREAS, Second Parties seek to hook into the septic system located on First Party's real estate by connecting the septic tank located on Second Parties' real estate into the septic tank located on First Party's real estate, and by this Agreement the parties agree to the joint use of the septic system under the terms as contained herein.

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 hereby grants onto Second Parties, their heirs, successors and assigns the right to hook into the septic system located on the real estate owned by First Party by running a line from Second Parties' septic tank to First Party's septic tank. Said right includes the right for Second Parties and their agents to enter onto the premises and perform such digging and excavation as needed in order to hook into the system.

2. Second Parties shall pay all costs associated with hooking onto the system and shall return the soil and vegetation to the previously existing condition following hooking onto the system. All costs associated with repairs or maintenance of the line running from Second Parties' septic tank to First Party's septic tank shall be paid by Second Parties, including any costs for returning the soil and vegetation to its previously existing condition.

3. With regard to the portion of the septic system, which includes the First Party's septic tank and the leach field located on First Party's real estate, each party grants onto the other, their heirs, successors and assigns, the right to enter onto the premises from time to time in order to inspect the jointly used portions of the septic system and to make necessary repairs and/or maintenance to the jointly used portions of the system. With regard to the jointly used portion of the system, the parties agree that any costs associated with future repair and/or maintenance, and any costs associated with returning the soil and vegetation to its previously existing condition following any repair and maintenance shall be paid one-half by the owner of each parcel.

4. First Party, on behalf of himself, his heirs, successors and assigns, reserves the right in the future to relocate the septic system as it is currently situated on First Party's property, provided however, that First Party shall pay all costs associated with relocation of said septic system. Following the relocation of the septic system, however, any and all further costs of

maintenance and repairs for the system shall thereafter be paid one-half by the owner of each parcel.

5. This agreement may be amended and/or terminated by a signed agreement between the parties terminating and/or amending the original agreement.

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

First Party

James A. Christensen

Second Parties

Alvin Blum

Suzanne M. Blum

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

On this 1st day of AUGUST, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **James A. Christensen**, 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.

EVAN R. HUGHES
Commission Number 767121
My Commission Expires
4-14-20

Notary Public in and for the State of Iowa

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

On this 1st day of AUGUST, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Alvin Blum** and **Suzanne M. Blum**, 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.

EVAN R. HUGHES
Commission Number 767121
My Commission Expires
4-14-20

Notary Public in and for the State of Iowa