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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

DLH

Prepared by/Return to: Jane E. Hanson 401 East Main Street, Manchester, Iowa 52057 (563) 927-5920

Individual's Name	Street Address	City	Phone
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SHARED SEPTIC SYSTEM EASEMENT AND AGREEMENT

This Agreement entered into this 18th day of March, 2026, by and between Edmund James Winfield, Jr. and Pamela Mason Winfield, husband and wife, (hereinafter “Winfield”) and Roger G. Walker and Catherine A. Walker, husband and wife, (hereinafter “Walker”).

WHEREAS, Winfield owns the following described real estate located in Delaware County, Iowa:

Lot Twenty Two (22) of Schmidt’s Farm & Lake Subdivision a Subdivision of Parcel 2017-87 in Sec. 23, and Sec. 26 All in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2021, Page 1603

AND WHEREAS, Walker owns the following described real estate located in Delaware County, Iowa:

Lot Twenty-One (21) of Schmidt’s Farm & Lake Subdivision, a Subdivision of Parcel 2017-87 in Sec. 23 and Sec. 26 all in T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2021, Page 1603

AND WHEREAS, Walker’s real estate requires the use of a septic system and the leach lines for said system are located on Winfield’s real estate. The holding tank for the Septic System is located on the Northwest corner of Winfield’s real estate. The leach lines for said Septic System travel from the holding tank on the Winfield real estate to the Walker real estate.

AND WHEREAS, the Parties wish to enter into an Agreement to establish their rights and obligations with regard to the Septic System, including any leach lines/beds which serves all of the above-described real estate.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the Parties they agree as follows:

1. Winfield grants to Walker a perpetual, non-exclusive easement for the purpose of installing, operating, using, inspecting, maintaining, repairing, replacing, and accessing a septic system, including but not limited to septic tank(s), distribution box(es), absorption field(s), pipes, and related appurtenances (the "Septic System")
2. Walker shall have the right to enter Winfield's real estate to inspect, maintain and/or replace the Septic System located on Winfield's real estate. Access shall be exercised in a manner that minimizes disturbance to Winfield's property. Walker shall be obligated to return to its natural condition any soil or earth disturbed by inspection, repair, replacement, or maintenance of the leach lines.
3. Walker shall be required to pay the cost of any and all repairs or replacements of the leach line located on Walker's real estate and Winfield's real estate which services the Walker real estate that runs from the septic system owned by Walker.
4. Winfield shall be required to pay the cost of any and all repairs or replacements of the leach line located on Winfield's real estate which services the Winfield real estate.
5. Walker and Winfield shall each be responsible for one-half (1/2) of the costs associated with the installation, operation, maintenance, repair, and replacement of the Septic System, not to include the aforementioned leach lines. Any disturbance to Winfield's property caused by such activities shall be reasonably restored by the Parties.
6. Walker agrees to indemnify and hold Winfield harmless from any claims, damages, or liabilities arising out of Walker's use or maintenance of the Septic System, except to the extent caused by Winfield's negligence or willful misconduct.
7. This Easement shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

Dated this 18th day of ~~January~~ ^{March}, 2026.

WINFIELD:


Edmund James Winfield, Jr.

Minnesota

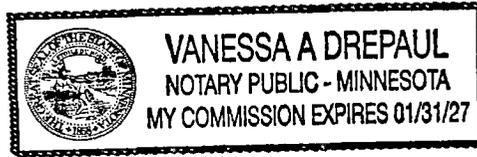
Dakota

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 23rd day of ~~January~~ *February*, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Edmund James Winfield, Jr., to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

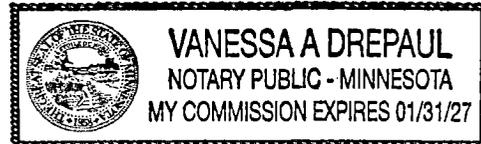
Notary Public in and for the State of ~~Iowa~~ *Minnesota*

Pamela Mason Winfield
Pamela Mason Winfield



On this 23rd day of ~~January~~ *February*, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela Mason Winfield, to me known to be the identical persons named in 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 ~~Iowa~~ *Minnesota*



WALKER:

Roger G. Walker
Roger G. Walker

Catherine A. Walker
Catherine A. Walker

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 18th day of March, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger G. Walker and Catherine A. Walker, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Samuel Hanson
Notary Public in and for the State of Iowa