

1. The parties of the first part and second part agree that the septic tank now located on the parties of the first part's property will be used jointly by the parties hereto; however, it is further agreed by the parties of the first and second part that if the old septic tank fails or ceases to be usable, then both parties will immediately cease to use the same and will not repair it.

2. That once the old septic tank fails, then both parties of the first part and second part will each establish a new septic tank system which shall be totally located on their respective properties.

3. The parties of the first part and second part also agree that upon the failure of the jointly used septic tank, which is located on the property of the parties of the first part, then the parties of the second part shall immediately surrender, abandon and cancel their existing personal easement and right to take water from the well located on the property of the parties of the first part, together with the right to lay and connect pipe from the well to the parties of the second part's property as well as the further right to install a pump which would be used to bring water to the parties of the second part. This shall be binding on the parties of the second part, their heirs and assigns, forever.

IN WITNESS WHEREOF, we hereunto set our Hands and Seals this 17th day of September, 1980.

WITNESSES AS TO PARTIES OF THE FIRST PART:

Roslyn S. Lindley
[Signature]

William R. Mitchell
WILLIAM R. MITCHELL

Sandra B. Mitchell
SANDRA B. MITCHELL
PARTIES OF THE FIRST PART

WITNESSES AS TO PARTIES OF THE SECOND PART:

Roslyn S. Lindley
[Signature]

John C. Black
JOHN C. BLACK

Myrtle R. Black
MYRTLE R. BLACK
PARTIES OF THE SECOND PART

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