

Recorded: 10/21/2024 at 3:16:47.0 PM
County Recording Fee: \$42.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$45.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 2667

Prepared by & Return to: Carolyn C. Davis, 225 1st Ave E, Dyersville, Iowa 52040 Phone: 563-875-9112

ACCESS EASEMENT AGREEMENT

This Agreement is made and entered into this ~~10th~~ day of October, 2024, by and between Holtz Storage, LLC, a limited liability company organized and existing under the laws of Iowa, hereinafter "First Party", Holtz Storage, LLC, a limited liability company organized and existing under the laws of, hereinafter "Second Party", and Philip W. Holtz and Abby J. Holtz, husband and wife, and Holtz Storage, LLC, a limited liability company organized and existing under the laws of Iowa, collectively hereinafter "Third Party".

WHEREAS, First Party owns Parcel 1 legally described as:

Parcel 1: Lot Nine (9) of Holtz Second Subdivision; in the Northeast Quarter of the Northeast Quarter of Section 20, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 2613

Parcel 1, and other real estate not included in this Agreement, is in the process of being sold to R4 Self Storage, LLC, a limited liability company organized and existing under the laws of Iowa.

WHEREAS, Second Party owns Parcel 2 legally described as:

Parcel 2: Lot Ten (10) of Holtz Second Subdivision; in the Northeast Quarter of the Northeast Quarter of Section 20, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 2613

Parcel 2 is in the process of being sold to Ace Body Shop, LLC, a limited liability company organized and existing under the laws of Iowa.

WHEREAS, Third Party owns Parcel 3 and Parcel 4 legally described as:

Parcel 3: Lot One (1) of Holtz Subdivision; in the Northeast Quarter of the Northeast Quarter and in the Northwest Quarter of the Northeast Quarter Section 20, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2020, Page 3050.

Parcel 4: Lots Eight (8), Nine (9), Ten (10), Eleven (11) and the Northeasterly one-half (NE½) of Lot Seven (7) of Schulte's Subdivision Of Part Of The NE 1/4 Of Section 20, Township 89 North, Range 5 West Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 121; also Lots Six (6), Seven (7) and Eight (8) of Holtz Subdivision; in the Northeast Quarter of the Northeast Quarter and in the Northwest Quarter of the Northeast Quarter Section 20, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2020, Page 3050.

Parcel 3 and Parcel 4 are in the process of being sold to Philip A. Neuhaus.

WHEREAS, First Party, Second Party, and Third Party are desirous of entering into a mutual easement for ingress and egress over the various Access Easements shown in the Final Plat, filed for record October 16, 2024 in Book 2024, Page 2613, in the Delaware County Recorder's Records, attached hereto as Exhibit A, and the easement area shown on Exhibit B, for the benefit of Parcel 1, Parcel 2, Parcel 3 and Parcel 4.

NOW AND THEREFORE, for the consideration of mutual covenants made below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Party, Second Party, and Third Party agree as follows:

1. Easement. First Party hereby grants to Second Party a permanent mutual access easement for ingress and egress (the "First Easement") for vehicular and pedestrian traffic for commercial or rental use, over and across the Access Easements shown in the Final Plat, filed for record October 16, 2024 in Book 2024, Page 2613, in the Delaware County Recorder's Records, attached hereto as Exhibit A, over Parcel 1 (the "First Easement Area").

Second Party hereby grants to the First Party a permanent mutual access agreement for ingress and egress (the "Second Easement") for vehicular and pedestrian traffic for commercial or rental use, over and across the Access Easements shown in the Final Plat, filed for record October 16, 2024 in Book 2024, Page 2613, in the Delaware County Recorder's Records, attached hereto as Exhibit A, over Parcel 2 (the "Second Easement Area").

First Party and Second Party hereby grant to the Third Party a permanent mutual access agreement for ingress and egress (the "Third Easement") for vehicular and pedestrian traffic for agricultural purposes only, and not for residential purposes, over and across the easement area shown on the attached Exhibit B over Parcel 1 and Parcel 2 (the "Third Easement Area"). Third Party shall not use the Third Easement for residential purposes to access Parcel 4 or any future residentially subdivided lots of Parcel 3. It is not the intent of the parties to allow a public thoroughfare through the Third Easement Area and Third Party shall use the Third Easement in the least impactful means possible to Parcel 1 and Parcel 2 and their ongoing operations.

2. Shared Use. Second Party shall have the right to use the First Easement Area for the purposes set forth herein and for any other purposes not inconsistent with the rights of

First Party. Neither party shall make use of the First Easement which will materially interfere with the use of said First Easement by the other, and any other parties with access rights over the First Easement.

First Party shall have the right to use the Second Easement Area for the purposes set forth herein and for any other purposes not inconsistent with the rights of Second Party. Neither party shall make use of the Second Easement which will materially interfere with the use of said Second Easement by the other, and any other parties with access rights over the Second Easement.

Third Party shall have the right to use the Third Easement Area for the purposes set forth herein and for any other purposes not inconsistent with the rights of First Party and Second Party. Neither party shall make use of the Third Easement which will materially interfere with the use of said Third Easement by the other, and any other parties with access rights over the Third Easement.

3. Barriers. Except as may be reasonably necessary on a temporary basis, no walls, fences, gates, barriers, or other improvements of any sort or kind shall be constructed or maintained in or on either the First Easement Area, Second Easement Area, or Third Easement Area or any part thereof, which shall prevent or impair the use or exercise of the First Easement, Second Easement, or Third Easement provided in this Agreement, or the free access and movement, including without limitation, pedestrian and vehicular traffic, over the First Easement Area over Parcel 1, the Second Easement Area over Parcel 2, and the Third Easement Area over Parcel 1 and Parcel 2.
4. Maintenance. First Party and Second Party covenant and agree that the cost, unless another agreement is made, of any maintenance, upkeep, or repairs related to ordinary wear and tear or sudden damage to the First Easement Area, excluding that part of the Third Easement Area which overlaps the First Easement Area, shall be borne 50% by First Party and 50% by Second Party. The cost of maintenance and repairs to the First Easement Area, excluding that part of the Third Easement Area which overlaps the First Easement Area, resulting from damage other than ordinary wear and tear, including negligence or intentional actions, by a party (hereinafter referred to as "Damaging Party") or any guests or invitees of the Damaging Party, shall be the sole responsibility of the Damaging Party.

First Party and Second Party covenant and agree that the cost, unless another agreement is made, of any maintenance, upkeep, or repairs related to ordinary wear and tear or sudden damage to the Second Easement Area, excluding that part of the Third Easement Area which overlaps the First Easement Area, shall be borne 50% by First Party and 50% by Second Party. The cost of maintenance and repairs to the Second Easement Area, excluding that part of the Third Easement Area which overlaps the First Easement Area, resulting from damage other than ordinary wear and tear, including negligence or intentional actions, by a party (hereinafter referred to as "Damaging Party") or any guests or invitees of the Damaging Party, shall be the sole responsibility of the Damaging Party.

First Party, Second Party, and Third Party covenant and agree that the cost, unless another agreement is made, of any maintenance, upkeep, or repairs related to ordinary wear and tear or sudden damage to the north 30.0 foot of the Third Easement Area shall be borne 33.33% by First Party, 33.33% by Second Party, and 33.33% by Third Party and 100% by Third Party for the remaining portion lying to the south of the north 30.0 foot of the Third Easement Area. The cost of maintenance and repairs to the Third Easement Area resulting from damage other than ordinary wear and tear, including negligence or intentional actions, by a party (hereinafter referred to as "Damaging Party") or any guests or invitees of the Damaging Party, shall be the sole responsibility of the Damaging Party.

First Party, Second Party, and Third Party covenant and agree that the cost of installing or moving any new or existing utility that may now or in the future cross the First Easement Area, Second Easement Area, or Third Easement Area shall be borne 100% by the requesting party or parties. In such an event, notice shall be given to the non-requesting party of the request to install or move any new or existing utility over the respective easement area.

5. Relocation. First Party, at First Party's sole expense, shall have the right to relocate the First Easement Area. In the event of relocation, notice shall be given to Second Party of the request to relocate and the proposed relocation of the First Easement Area.

Second Party, at Second Party's sole expense, shall have the right to relocate the Second Easement Area. In the event of relocation, notice shall be given to First Party of the request to relocate and the proposed relocation of the Second Easement Area.

First Party and Second Party, at First Party and Second Party's sole expense, shall have the right to relocate the Third Easement Area. In the event of relocation, notice shall be given to Third Party of the request to relocate and the proposed relocation of the Third Easement Area.

6. Covenants Running with the Land. This First Easement, the Second Easement, and the Third Easement shall be a permanent easement running with the land. This Agreement shall be binding and inure to the benefit and obligation of the successors, heirs, and assigns of First Party, Second Party, and Third Party.

Agreed to this 19th day of October, 2024.

FIRST PARTY

Holtz Storage, LLC, an Iowa limited liability company

By: Abby J. Holtz, Sole Member and Manager

SECOND PARTY

Holtz Storage, LLC, an Iowa limited liability company

By: Abby J. Holtz, Sole Member and Manager

THIRD PARTY

Holtz Storage, LLC, an Iowa limited liability company

Philip W. Holtz

By: Abby J. Holtz, Sole Member and Manager

Abby J. Holtz

STATE OF IOWA, COUNTY OF Dubuque

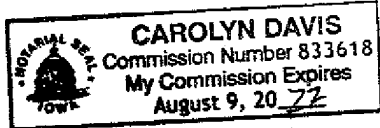
This record was acknowledged before me on October 18, 2024 by Abby J. Holtz, Sole Member and Manager of Holtz Storage, LLC, an Iowa limited liability company.



Carolyn Davis
Signature of Notary Public

STATE OF IOWA, COUNTY OF Dubuque

This record was acknowledged before me on October 18, 2024 by Philip W. Holtz and Abby J. Holtz, husband and wife.



Carolyn Davis
Signature of Notary Public

COUNTY: Delaware
 SECTION 20, T 89 N, R 5 W
 ALIQUOT PART: NE 1/4 - NE 1/4

CITY:
 SURVEY: Holtz Second Subdivision
 BLOCK: LOTS
 PROPRIETOR: Holtz Storage L.L.C.

REQUESTED BY: Philip & Abby Holtz
 SURVEYOR: Randall Rattenborg
 COMPANY: BURRINGTON GROUP, INC.
 105 W. MAIN STREET, MANCHESTER, IA 52057
 INFO@BURRINGTONGROUP.COM 563-927-2434

FILED
 Delaware Co. Assessor
 OCT 16 2024

EXHIBIT A

Book 2024 Page 2613
 Document: 2024 2613 Type 06 002 Pages 8
 Date 10/16/2024 Time 3:48:18PM
 Rec Amt \$42.00

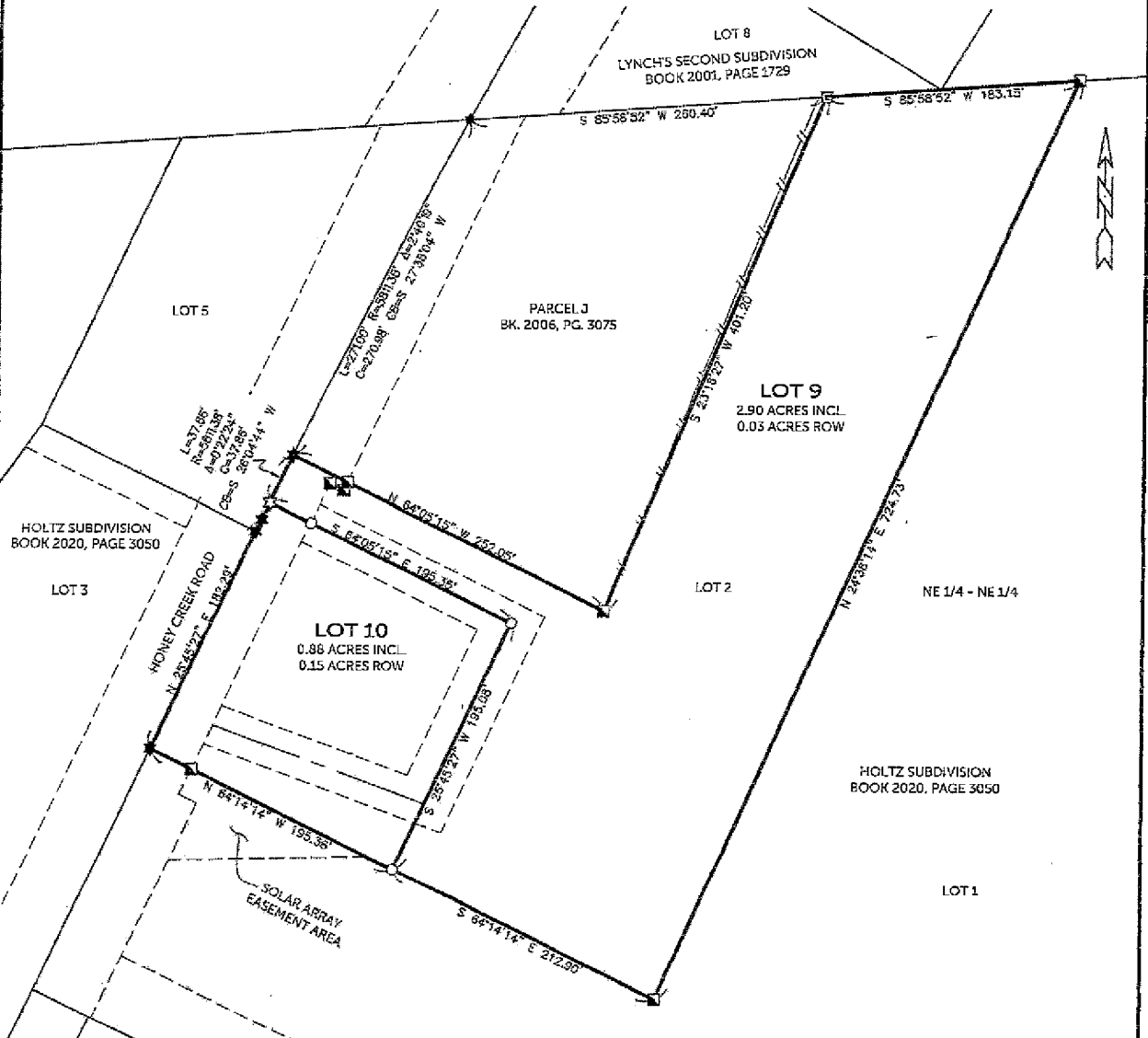
FILED
 Delaware Co. Auditor
 OCT 16 2024

Daneen Schindler, RECORDER/REGISTRAR
 DELAWARE COUNTY IOWA

FINAL PLAT

HOLTZ SECOND SUBDIVISION
 A SUBDIVISION OF LOT 2 OF HOLTZ SUBDIVISION IN THE NE 1/4 OF THE NE 1/4 OF SECTION 20, T89N, R5W OF THE 5TH P.M., DELAWARE COUNTY, IOWA

SEE SHEET 2 FOR DETAIL OF LOT 10



LEGAL DESCRIPTION:

HOLTZ SECOND SUBDIVISION, A subdivision of Lot 2 of Holtz Subdivision, as recorded in Book 2020, Page 3050, containing 3.78 acres, including 0.18 acres of public road right of way, subject to easements of record, and divided into two lots numbered Lot 9 and Lot 10.

SURVEYED ON: 9/4/2024
 SURVEY REQUESTED BY: Philip & Abby Holtz

C:\GISD_Survey\GPS Box 22\GPS Box 22 7016.dwg



PROPRIETORS: Holtz Storage L.L.C.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

RANDALL L. RATTENBORG, P.L.S. I.C. #17939
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

DATE: 9/11/2024

BURRINGTON GROUP, INC.
 Civil Engineering & Land Surveying
 105 W. Main Street Manchester, Iowa 52057 burringtongroup.com

PROJECT NO. 24-109
 SCALE: 1" = 80'
 DATE: 9/11/2024
 DRAWN BY: rr
 CHECKED BY: ddk
 GPS BOX: 22
 SHEET 1 OF 2

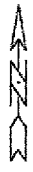
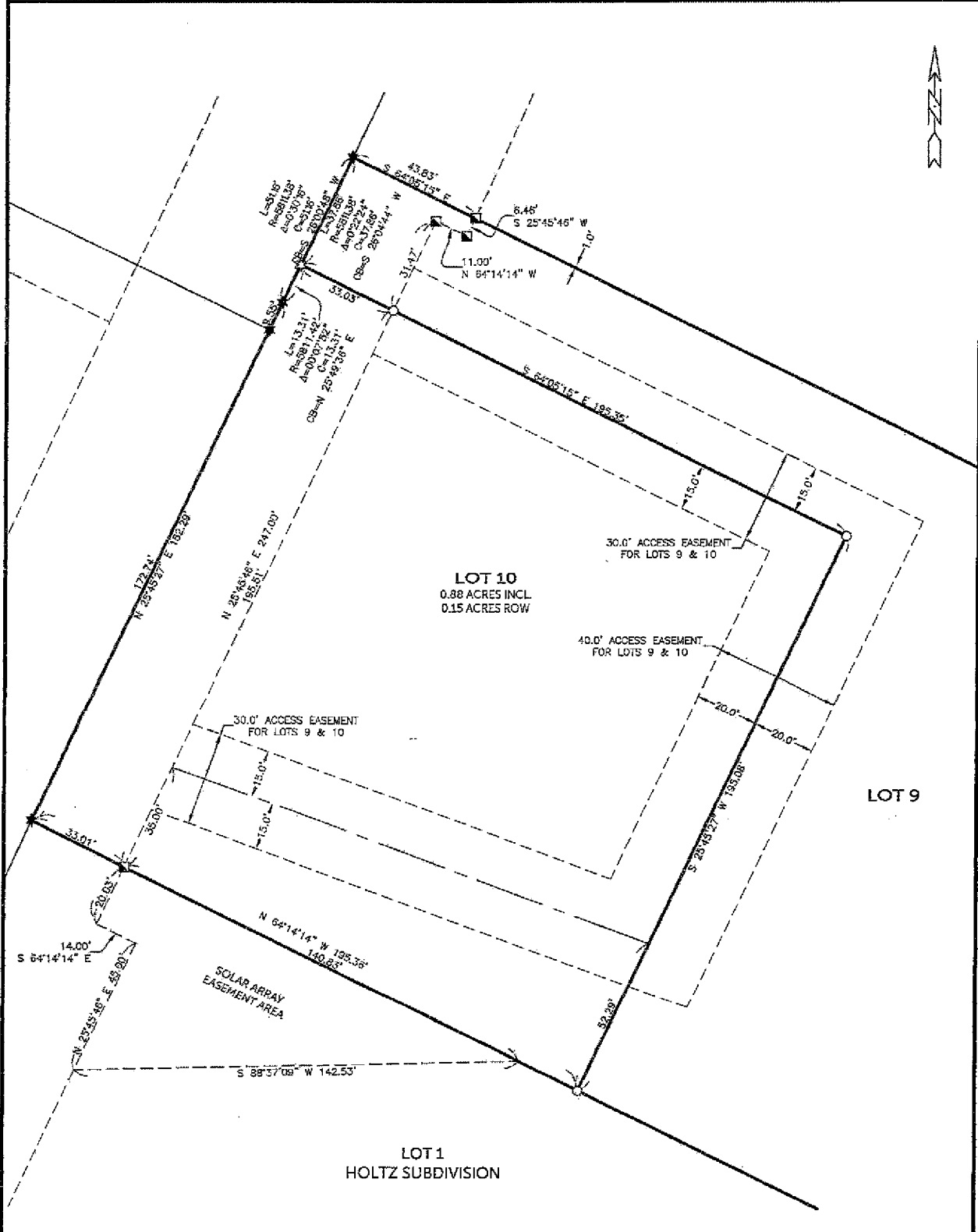
LEGEND

- FOUND 1/2" REBAR W/ ORANGE CAP #8419
- FOUND 1/2" REBAR W/ ORANGE CAP #17939
- ★ FOUND MAGNAIL
- SET 1/2" REBAR w/ ORANGE CAP PLS 17939
- ☆ SET MAGNAIL
- CENTER LINE
- - - EASEMENT OR ROW LINE
- BOUNDARY ESTABLISHED
- R RECORDED AS

80 0 80
 SCALE: 1" = 80'

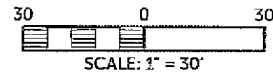
HOLTZ SECOND SUBDIVISION

A SUBDIVISION OF LOT 2 OF HOLTZ SUBDIVISION IN THE NE 1/4 OF THE NE 1/4 OF SECTION 20, T89N, R5W OF THE 5TH P.M., DELAWARE COUNTY, IOWA



LEGEND

- FOUND 1/2" REBAR W/ ORANGE CAP #8419
- FOUND 1/2" REBAR W/ ORANGE CAP #17939
- ★ FOUND MAGNAIL SET 1/2" REBAR w/ ORANGE CAP PLS 17539
- SET MAGNAIL
- CENTER LINE
- - - EASEMENT OR ROW LINE
- BOUNDARY ESTABLISHED
- R RECORDED AS

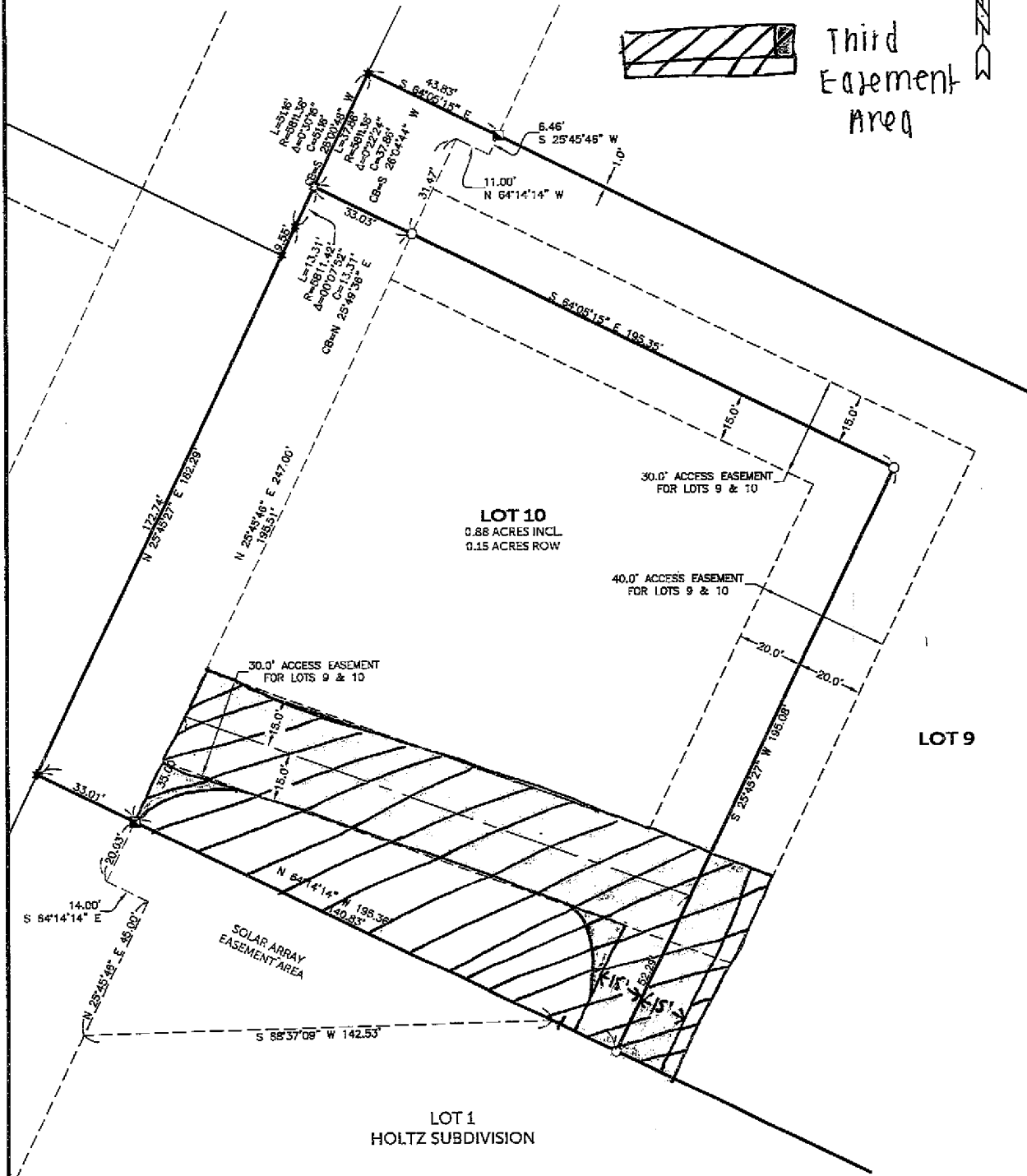


HOLTZ SECOND SUBDIVISION
 A SUBDIVISION OF LOT 2 OF HOLTZ SUBDIVISION IN THE NE 1/4 OF THE NE 1/4 OF THE SECTION 20, T89N, R5W OF THE 5TH P.M., DELAWARE COUNTY, IOWA

EXHIBIT B



Third Easement Area



LEGEND

- FOUND 1/2" REBAR W/ ORANGE CAP #8419
- FOUND 1/2" REBAR W/ ORANGE CAP #17939
- * FOUND MAGNAIL
- SET 1/2" REBAR W/ ORANGE CAP PLS 17939
- ☆ SET MAGNAIL
- CENTER LINE
- - - EASEMENT OR ROW LINE
- BOUNDARY ESTABLISHED
- R RECORDED AS

