

Recorded: 10/21/2024 at 3:17:04.0 PM  
County Recording Fee: \$22.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$25.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2024 PG: 2668

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

### SEPTIC AND WELL & WATER AGREEMENT

This Agreement is made and entered into this 18th day of October, 2024, by and between Philip W. Holtz and Abby J. Holtz, husband and wife, hereinafter "First Party", Holtz Storage, LLC, a limited liability company organized and existing under the laws of Iowa, hereinafter "Second Party", and Holtz Storage, LLC, a limited liability company organized and existing under the laws of Iowa, hereinafter "Third Party".

WHEREAS, First Party owns Parcel 1 legally described as:

Parcel 1: Lots Three (3) and Four (4) 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

upon which a water well and septic system are located;

Parcel 1 is in the process of being sold to RAD Investments, 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

upon which a septic system is located;

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 legally described as:

Parcel 3: 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 3, 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, First Party, Second Party, and Third Party desire to reduce to writing the agreement between them in connection with the septic and well & water services.

NOW AND THEREFORE, for the consideration of the 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, owner of Parcel 1, 2, and 3 agree as follows:

1. Well Agreement. There is a well now located on Parcel 1 owned by First Party. Said well is now in existence and supplies water to Parcel 1, a personal residence, and Parcel 2, a commercial business, and there are water lines which run under Parcel 1 and Parcel 2, and are used for the purpose of providing water from the well to the residences and commercial business. Further, the pressure tank and controls are located on Parcel 1.

The electricity needed to operate the pump is included in the electric bill which First Party receives from the utility company providing electricity. Although the First Party is being billed, Second Party and their successors and assigns shall pay a mutually agreed upon amount to First Party for their portion of the electricity bill.

Each party grants unto the other an easement over so much of the property owned by the other as may be necessary to make the repairs, provide maintenance, replace the lines, and do such other work as is necessary in order to keep the well and water system in good repair. In the event either party is required to provide maintenance on those elements benefiting said party and the maintenance disturbs the property of the other party, the party for whose benefit the maintenance is made shall repair the damage to the property of the other party, and shall restore the said property to as good a condition as prior to the maintenance work being effected. Both parties agree that they shall not build any structures or allow any accumulations of junk, debris or materials of any kind at any place which would interfere with the well, pump, or water lines used by the parties in common.

Neither Parcel owner guarantees the purity or quality of water to the other Parcel owners. Further, either Parcel owner shall be entitled at the expense of said Parcel owner to install such water purification equipment and devices at such Parcel owner's expense, for the furnishing of pure water for that Parcel owner, and upon such Parcel.

2. Well Maintenance. The cost of maintaining the well, pressure tank and controls, including the cost of maintenance, repairs, improvements and replacement, if necessary,

shall be borne 50% by First Party and 50% by Second Party. First Party shall be liable for all maintenance expenses of the water line located on Parcel 1 and Second Party shall be liable for all maintenance expenses of the water line located on Parcel 2.

Neither Parcel owner shall undertake any expenses for improvements, repairs, maintenance or construction (except to that portion of the line for which that Parcel owner is solely responsible), without consulting the other Parcel owners, and all such expenses for improvements, repairs, and maintenance of the common elements, shall be by mutual agreement. In the event the parties are unable to mutually agree, they shall appoint a third party arbitrator who will assist them in resolving the dispute, and who shall be entitled to cast a vote to break the tie in the event of an impasse.

3. Septic Agreement. There is a septic system now located on Parcel 1 owned by First Party and a separate septic system now located on Parcel 2 owned by Second Party. Said septic systems are now in existence and services Parcel 1, a residence, and Parcel 2, a commercial business. The electricity needed to operate the respective septic systems is included in the electric bill which First Party and Second Party receives from the utility company providing electricity.

Third Party shall have the right to hook up to Second Party's septic system at any time unless otherwise provided in this Agreement. In such an event a separate Septic Agreement shall be executed and recorded with similar cost sharing terms of the water and well portion of this Agreement.


4. Shared Use. First Party, Second Party, and Third Party agree not to make exclusive demands on the well or septic which would increase the water demand or overburden the septic facilities.
5. Covenants Running with the Land. This Septic and Well & Water Agreement shall be a permanent agreement running with the land. This Agreement shall be binding and inure to the benefit of the successors, heirs, and assigns of First Party, Second Party, and Third Party.

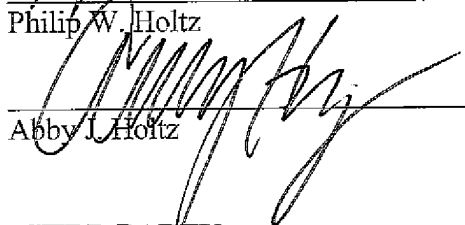
In the event it shall become necessary to replace the well with a new well, or in the event Second Party decides to drill their own well, this Agreement shall terminate with respect to the well agreements and First Party and Second Party shall drill their own wells on their respective properties. In the event Second Party drills their own well, Third Party shall have the right to hook up to Second Party's well and a separate Well Agreement shall be executed and recorded with similar terms of this Agreement.

In the event Third Party decides to install their own septic system, this Agreement shall terminate with respect to Third Party's septic right.

Agreed to this 10th day of October, 2024.

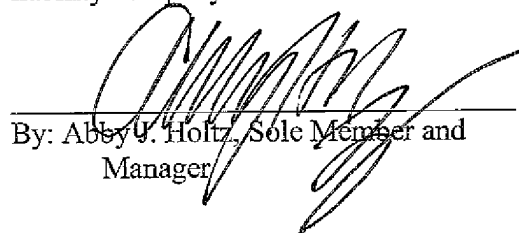
**FIRST PARTY**

  
\_\_\_\_\_  
Philip W. Holtz

  
\_\_\_\_\_  
Abby J. Holtz

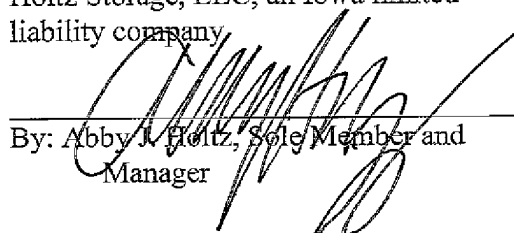
**SECOND PARTY**

Holtz Storage, LLC, an Iowa limited liability company

  
\_\_\_\_\_  
By: Abby J. Holtz, Sole Member and Manager

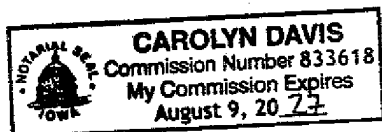
**THIRD PARTY**

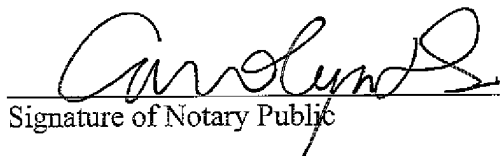
Holtz Storage, LLC, an Iowa limited liability company

  
\_\_\_\_\_  
By: Abby J. Holtz, Sole Member and Manager

STATE OF IOWA, COUNTY OF DUBUQUE

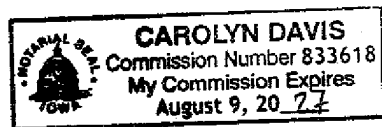
This record was acknowledged before me on October 18, 2024 by Philip W. Holtz and Abby J. Holtz, husband and wife.

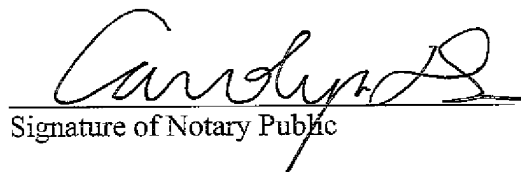


  
\_\_\_\_\_  
Signature of Notary Public

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.



  
\_\_\_\_\_  
Signature of Notary Public