

Recorded: 11/7/2025 at 8:53:37.0 AM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 3008

Prepared by: Hillary J. Friedmann, P.O. Box 609, Guttenberg, Iowa 52052, Phone: (563) 252-1733

WELL & SEPTIC AGREEMENT

THIS AGREEMENT is made and entered into for the purposes of providing Parcel Two access to the Well and Septic on Parcel One in order that both parcels may have water and sewer. The agreements and covenants set forth in this WELL & SEPTIC AGREEMENT shall be binding on the parties hereto, their successors, heirs and assigns, and shall be a covenant running with the real estate herein described, enforceable at law or in equity. The parties hereto agree as follows:

1. PARCEL ONE: Joshua J. Ludovissy and Meghan A. Ludovissy, a married couple, are the owners of the following described real estate in Delaware County, Iowa:

Lots Two Hundred Ninety-Five (295), Two Hundred Ninety-Six (296) and Two Hundred Ninety-Seven (297), Sand Springs, Iowa, according to plat recorded in Book I L.D., Page 220;

which shall be referred to herein referred to as PARCEL ONE.

2. PARCEL TWO: Doug J. Green and Audrey M. Green, a married couple, are the owners of the following described real estate in Delaware County, Iowa:

Lots 298 and the North 22 feet of Lot 299, Sand Springs, Iowa, according to plat recorded in Book I L.D., Page 220;

which shall be referred to herein referred to as PARCEL TWO.

3. A Well and Septic system are located on PARCEL ONE which supplies limited water and sewer services to the buildings on PARCEL TWO, and to the personal residence on PARCEL ONE.

4. PARCEL TWO and the owner thereof shall have a perpetual easement for access to the Well and Septic on PARCEL ONE to secure water and for building sewer service as necessary, but shall be limited to the current use of PARCEL TWO only and shall not include residential or agricultural use. PARCEL ONE and the owner thereof shall continuously and perpetually provide such access to the Well and water and Septic service as herein described.

5. No guaranty is made, nor intended to be made with regard to the quality or quantity of the water or Well, nor is any guaranty made with regard to the adequacy for consumption. Access to the Well for water and to the Septic for sewer service by the owner of PARCEL TWO is contingent upon the owner of PARCEL TWO providing all driveway maintenance on the shared driveway used by both parcels, including but not limited to, snow removal and repairs. This is an amendment to and replacement of the maintenance provisions contained in the previous Easement recorded as Book 2014, Page 1778 in the records of Delaware County.

6. The water line from the Well to PARCEL TWO shall be maintained, at solely the expense of the owner of said PARCEL TWO. The owner of PARCEL TWO shall have a perpetual easement over and across PARCEL ONE for purposes of construction, maintenance, repair and reconstruction of said water line and shall return the ground to the same condition as it was before.

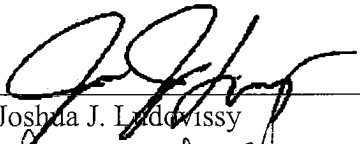
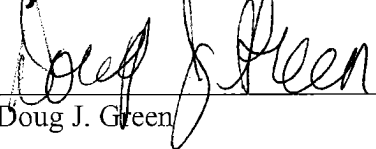
7. The septic line from the Septic system to PARCEL TWO shall be maintained, at solely the expense of the owner of said PARCEL TWO. The owner of PARCEL TWO shall have a perpetual easement over and across PARCEL ONE for purposes of construction, maintenance, repair and reconstruction of said septic line and shall return the ground to the same condition as it was before.

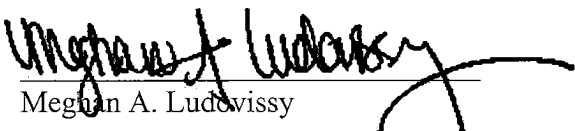
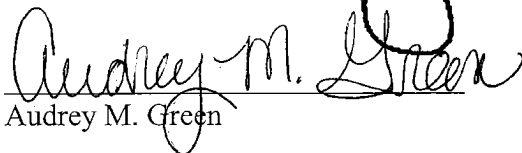
8. It is understood and agreed that, in the event of the failure of either the Well or Septic System that PARCEL ONE shall have no obligation to drill a new Well or install a new Septic System and this agreement shall then terminate at the option of either party. It is further agreed that if PARCEL TWO installs a Septic System or Well on PARCEL TWO, this agreement shall terminate.

9. This Agreement may be enforced in law or equity. Prior to instituting action or terminating usage, the parties may agree to submit any dispute to arbitration. In the event the parties agree to submit the dispute to arbitration, each party shall pick an arbitrator and the two thus chosen shall pick a third, and the arbitrators' decision shall be binding.

10. This Well and Septic Agreement shall be a perpetual easement for the benefit and burden of PARCEL ONE and PARCEL TWO and shall be binding upon these parties, their heirs, successors and assigns, and shall be a covenant running with the land.

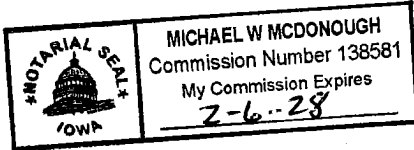
DATED this 6 day of NOVEMBER, 2025.

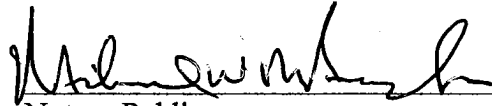

Joshua J. Ludovissy

Doug J. Green


Meghan A. Ludovissy

Audrey M. Green

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 6 day of NOVEMBER, 2025, before me, the undersigned a Notary Public in and for said County and State, personally appeared Joshua J. Ludovissy and Meghan A. Ludovissy, 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.

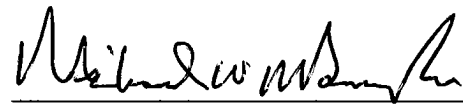




Notary Public

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 7 day of NOVEMBER, 2025, before me, the undersigned a Notary Public in and for said County and State, personally appeared Doug J. Green and Audrey M. Green, 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

