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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return to: Richard Reysack, 2543 K Ave NW, Cedar Rapids IA; 52405

Taxpayer: N/A

Prepared By Richard Reysack

Easement and Septic system piping, Septic system tank agreement

This Easement and Septic system agreement for Pipes and Septic system tank is made on the date shown below, by and between Kevin J. Klima and Gwen J. Klima, husband and wife (hereinafter referred to as "Klima"), R&E Montelius Living Trust, Randy J. Montelius and Elizabeth A. Montelius, Trustees, (hereinafter referred to as "Montelius"), Richard Reysack (hereinafter referred to as "Reysack"), Wesley D. Schulte and Jamie K. Schulte, husband and wife (hereinafter referred to as "Schulte"), Achinback Waterfront Subdivision, LLC (hereinafter referred to as "Achinback"),

RECITALS

1. Klima owns Lot 2; Montelius owns Lot 3; Reysack owns Lot 4; Schulte owns Lot 5; Achinback owns Lot 6; and Mark D. Kintzle Revocable Trust, Mark D. Kintzle, Trustee (hereinafter referred to as "Kintzle") owns Lot 7 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 PM, Delaware County, Iowa, according to recorded plat thereof as shown in Book 2021, Page 1603 and as recorded on May 3, 2021; attached hereto and identified as Exhibit A is Burlington Group, Inc. Exhibit A showing septic system piping and septic system tank on Lot 5, 6 and 7, Schmidt's Farm & Lake Subdivision and said Exhibit A is incorporated herein by this reference, showing septic piping and septic system peat moss filter structure shown on Lot 6.

2. The septic system as shown on lot 6 on the attached Exhibit A shall remain in its present location and can be repaired and allow for any maintenance or replacement or substitution, in the event of malfunction or necessity of replacement (of same or similar type, size, and capacity) in its current location. However, no expansion, enlargement, or construction of a new type, size or capacity septic system shall be granted, without the express written permission of all parties hereto. All parties shall have an input on the location, means, and manner of any new structure and the engineering associated therewith. Any placement in any other location other than as shown on the attached Exhibit A requires the approval and consent of all parties hereto, their heirs, successors and assigns. All repairs and/or replacements will be the responsibility of the parties hereto who are depositing their waste into the septic system that is shown on the attached Exhibit A. The parties acknowledge that these are Klima, Montelius, Reysack, and Schulte.

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3. This Easement for Septic system piping and septic system peat moss filter is being made to allow Klima, Montelius, Reysack and Schulte, who have sewer lines running from their structures on the Lots owned by them to do any needed maintenance and make repairs to the septic system piping and septic system peat moss filter as shown on Lot 6 on the attached Exhibit A and incorporated herein by this reference;.

4. The Septic system piping and Septic system peat moss filter shown on the attached Exhibit A is used by all of the parties hereto except Achinback and Kintzle, and have lines running from their structures to the septic system shown on the attached Exhibit A with their lines crossing the real estate of other parties hereto.

5. All of the parties hereto hereby agree to this easement for the septic system shown on lot 6 on the attached Exhibit A and grant to each other the right to do any needed maintenance and make repairs to the septic system shown on the attached Exhibit A as it presently exists.

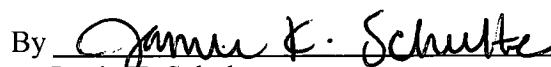
6. Any construction, repair, or other matters referred to herein, requires the person conducting the repairs to return the surface of the ground to its natural condition as it existed prior to said construction or repair, at their sole cost.

7. Nothing contained in this Easement and Septic system piping, Septic system tank agreement shall be deemed to be a gift or dedication of any portion of any easement area to the general public or for the benefit of the general public or for any public purpose, it being the intention of the parties hereto that this Easement and Septic system piping, Septic system tank agreement shall be strictly limited to and for the purposes expressed in this Easement and Septic system piping, Septic system tank agreement.

8 The terms, conveyance and provisions of this Easement and Septic system piping, Septic system tank agreement shall extend to and be binding upon the respective heirs, personal representatives, administrators, executors, trustees, beneficiaries, successors and assigns, as applicable, of the parties hereto. The parties agree that the Easement and Septic system piping, Septic system tank agreement are intended to and shall run with the land and shall benefit the property owned by the parties hereto, their heirs, successors and assigns and burden the properties as owned and their heirs, successors and assigns and is intended to and shall run with the land.

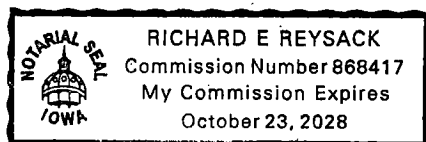
10. If any portion of this Easement and Septic system piping, Septic system tank agreement shall be found to be invalid or unenforceable, the remaining provisions shall continue to be fully effective and enforceable and the parties hereto consent to the modification of this Easement and Septic system piping, Septic system tank agreement in any manner as a Court may deem necessary, to preserve the Easement and Septic system piping, Septic system tank agreement.

By 
Wesley D. Schulte

By 
Jamie K. Schulte

STATE OF IOWA, COUNTY OF DELAWARE, ss:

Subscribed and sworn to (or affirmed) before me on the 18 day of November 2025 by Wesley D. Schulte and Jamie K. Schulte, husband and wife, and owners of Lot 5 of Schmidt's Farm & Lake Subdivision.




Notary Public in and for the State of Iowa

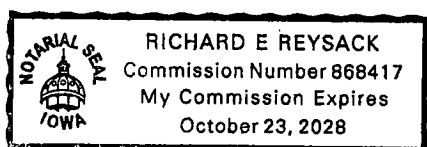
Achinback Waterfront Subdivision, LLC

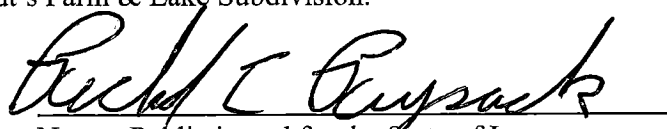
By 
Patricia A. Dede, Member/Manager

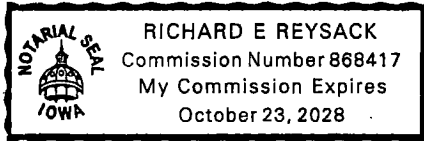
By 
Edward E. Schmidt, Member/Manager

STATE OF IOWA, COUNTY OF DELAWARE, ss:

Subscribed and sworn to (or affirmed) before me on the 17 day of November 2025 by Patricia A. Dede and Edward E. Schmidt, Members and Managers of Achinback Waterfront Subdivision and owner of Lot 6 of Schmidt's Farm & Lake Subdivision.




Notary Public in and for the State of Iowa



By [Signature]
Kevin J. Klima
By [Signature]
Gwen J. Klima

STATE OF IOWA, COUNTY OF LINN, ss:

Subscribed and sworn to (or affirmed) before me on the 16 day of November 2025 by Kevin J. Klima and Gwen J. Klima, husband and wife, and owners of Lot 2 of Schmidt's Farm & Lake Subdivision.

[Signature]
Notary Public in and for the State of Iowa

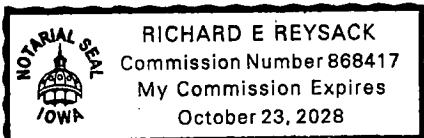
R&E Montelius Living Trust

By [Signature]
Randy J. Montelius, Trustee

By [Signature]
Elizabeth A. Montelius, Trustee

STATE OF IOWA, COUNTY OF LINN, ss:

Subscribed and sworn to (or affirmed) before me on the 14 day of November 2025 by Randy J. Montelius and Elizabeth A. Montelius, husband and wife, and Trustees of the R&E Montelius Trust owner of Lot 3 of Schmidt's Farm & Lake Subdivision.



[Signature]
Notary Public in and for the State of Iowa

By [Signature]
Richard Reysack

STATE OF IOWA, COUNTY OF LINN, ss:

Subscribed and sworn to (or affirmed) before me on the 14 day of November 2025 by Richard Reysack owner of Lot 4 of Schmidt's Farm & Lake Subdivision.



[Signature]
Notary Public in and for the State of Iowa

