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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information: Jane E. Hanson (Individual's Name) 401 East Main Street (Street Address) Manchester, Iowa (City) (563) 927-5920 (Phone)
Jane E. Hanson, ICIS#: AT0012697

SPACE ABOVE THIS LINE FOR RECORDER

ACCESS AND WELL EASEMENT AGREEMENT

This Agreement entered into this 25th day of September, 2026, by and between Matthew J. Krogull and Hope A. Straley, a married couple, hereinafter "Straley", and Douglas R. Bishop and Denise L. Bishop, husband and wife, hereinafter "Bishop".

WHEREAS, Straley owns the following described real estate located in Delaware County, Iowa:

> Lot 6 of Winlen Second Subdivision A Subdivision of Out Lot 1 of Winlen Subdivision in the SW ¼ - NE ¼ and in the NW ¼ - SE ¼ of Section 33, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2025, Page 2395 (Hereinafter "Straley's Real Estate")

AND WHEREAS, Bishop owns the following described real estate located in Delaware County, Iowa:

> Lot 4 of Winlen Second Subdivision A Subdivision of Out Lot 1 of Winlen Subdivision in the SW ¼ - NE ¼ and in the NW ¼ - SE ¼ of Section 33, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2025, Page 2395. (Hereinafter "Bishop's Real Estate")

AND WHEREAS, Straley and Bishop wish to enter into an Agreement to establish their rights and obligations with regard to an access easement that will provide access over and across the Westerly 25 feet of Straley's Real Estate to Bishop's Real Estate. The location of said access easement is shown in the Plat for Winlen Second Subdivision filed on September 5, 2025 in Book 2025, Page 2395 of the records of the Delaware County Recorder.

AND WHEREAS, Straley and Bishop wish to enter into an Agreement to establish their rights and obligations with regard to the well, pump, pressure tank, pressure switch, and waterlines that provide water and access to the above-described real estate.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties they agree as follows:

1. A driveway shall be constructed which shall provide access from Straley's Real Estate to Bishop's Real Estate. Straley shall be responsible for all costs associated with constructing, repairing, and maintaining the driveway. Said driveway shall be twenty five (25) feet in width and shall be located along the westerly boundary of Straley's Real Estate and shall run North to South.

2. Straley agrees not to park vehicles, machinery, implements, or other items of personal property on the driveway area, so as to provide free access for Bishop. No buildings or other permanent structures shall be placed on or across the driveway.

3. Bishop, their agents and invitees, and all persons with lawful authority may use the driveway to access Bishop's Real Estate.

4. Bishop shall have the right to obtain water from the well, pump, pressure tank, and pressure switch owned by Straley. Said well, pump, pressure tank, and pressure switch shall be used in conjunction with Straley

5. Bishop shall be required to pay the cost of any and all repairs or replacements of the water line that runs from the well to the real estate owned by Bishop. In addition, Bishop is hereby granted an Easement over and across that portion of the real estate owned by Straley in order to provide access to the water line, well, pump, pressure tank, and pressure switch as needed to inspect, maintain and repair the same. Bishop shall be obligated to return to its natural condition any soil or earth disturbed by inspection, repair, replacement, or maintenance of the water line.

6. Bishop and Straley agree that for any and all future inspections, repairs, replacements, and/or maintenance of the well, pump, pressure tank, and/or pressure switch, the cost shall be paid one-quarter by Bishop and three quarters by Straley. In addition, Bishop shall be required to pay $50.00 per year to Straley which shall be due no later than December 31st of each and every calendar year for the cost of electricity to run the pump commencing on December 31, 2027.

7. This Agreement shall be binding upon the parties hereto, their heirs, successors, and/or assigns and shall be considered an Easement and Agreement that runs with the land.

Hope A. Straley

Matthew J. Krogull

STATE OF IOWA, COUNTY OF ~~BLACK HAWK~~ Delaware, ss:

On this 25th day of September, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Hope A. Straley and Matthew J. Krogull, married persons, 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 in and for the State of Iowa

NOTARIAL SEAL IOWA
JANE E. HANSON
Commission Number 791553
My Commission Expires
August 12, 2027

Douglas R. Bishop

Denise L. Bishop

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 25th day of September, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas R. Bishop and Denise L. Bishop, husband and wife, 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.

NOTARIAL SEAL IOWA
JANE E. HANSON
Commission Number 791553
My Commission Expires
August 12, 2027

Notary Public in and for the State of Iowa