

Recorded: 6/3/2026 at 2:17:06.0 PM
County Recording Fee: \$12.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$15.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 1486

Prepared by/Return to: Todd J. Locher, Locher & Davis PLC, PO Box 7, Farley, IA 52046 563-744-3359

CORRECTED AND SUBSTITUTED ACCESS EASEMENT

Larry Sellner and Debra Mensen, as Executors of the Madonna A. Sellner Estate, hereby make the following declarations imposing a non-exclusive easement, the terms of which are set forth as follows:

1. Affected Real Estate: The Madonna A. Sellner Estate is the owner of the following described real estate in Delaware County, Iowa:

Parcel 2026-24 and Part of the SE 1/4 of Section 24, Township 89 North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to the recorded plat thereof. (hereinafter "Parcel 2026-24")

Parcel 2026-25 and Part of the SE 1/4 of Section 24, Township 89 North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to the recorded plat thereof. (hereinafter "Parcel 2026-25")

2. Location of Easement. This Access Easement is located as described as "ACCESS EASEMENT 50.5' WIDE" on page 2 of the Plat of Survey for Parcel 2026-24.

3. Purpose of Easement. The purpose of the easement is to provide access for ingress and egress to and from Parcel 2026-24 to 197th Street and 280th Avenue. Also, the purpose of the easement is to provide access for ingress and egress to and from Parcel 2026-25 to 197th Street and 280th Avenue.

4. Maintenance and Repair. The cost of maintenance and repair of the access easement shall be shared equally between the owners of Parcel 2026-24 and Parcel 2026-25. However, the owner of Parcel 2026-24 shall be responsible to repair any damages to the access easement area caused by their use of the access easement. The owner of Parcel 2026-25 shall be responsible to repair any damages to the access easement area caused by their use of the access easement. Snow removal shall be conducted by the party requiring the snow removal at that party's sole expense. The maintenance obligation shall be to maintain the access easement as a gravel access lane. Any improvements beyond maintaining said access easement as a gravel lane (example: paving) shall be borne solely by the party making the improvement.

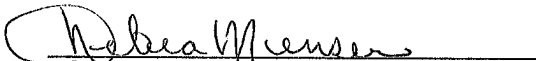
5. Duration. This Easement Agreement is perpetual and shall run with the land identified herein and shall bind all parties signing this agreement and their successors, heirs and assigns.

6. Correction. This Corrected and Substituted Access Easement corrects, substitutes and replaces the Access Easement dated April 10, 2026 and filed April 24, 2026 in Book 2026, Page 997 of the records of Delaware County, Iowa.

MADONNA A. SELLNER ESTATE



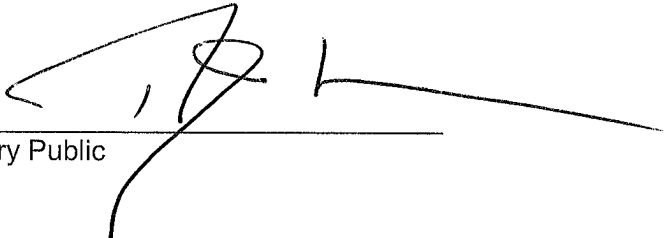
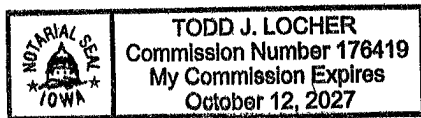
By: Larry Sellner, Executor



By: Debra Mensen, Executor

STATE OF IOWA)
) ss.
COUNTY OF DUBUQUE)

On this 3rd day of June, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Larry Sellner and Debra Mensen as Executors of the Madonna A. Sellner Estate, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that the persons, as the fiduciaries, executed the instrument as the voluntary act and deed of the fiduciaries.



Notary Public