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County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.50
Combined Fee: \$30.50
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 2732

Return To: Nick A. Sailer of Nick Sailer Law, P.C., 1218 W. Marion St., Manchester, IA 52057
Preparer: Nick A. Sailer of Nick Sailer Law, P.C., 1218 W. Marion St., Manchester, IA 52057, Tel: 563-927-6425

WELL AND DRIVEWAY AGREEMENT

This Agreement entered into this 15th day of September, 2026, by and between Robert J. Hackbarth and Julia L. Hackbarth, husband and wife (First Party), and Tyler J. Hackbarth and Kristin Nicole Bramow Hackbarth, husband and wife (Second Party).

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

Commencing at a point located 2,250 feet North and 940 feet East of the Southwest corner of Section Nine (9), Township 90 North, Range Three (3), West of the Fifth (5th) P.M., point of beginning; thence East and North along the center of existing county road to a point at which said county road intersects the East line of the NW ¼ of Southwest Quarter of said Section 9, thence due South 485 feet, thence Northwesterly a distance of 445 feet to a point that is 330 feet due South of beginning point, thence North 330 feet to point of beginning.

("First Party Property")

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

Parcel "A" Located in the NW 1/4 of the SW 1/4 Sec. 9, Twp. 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 6, Page 134, being further described as follows:

Commencing at the southwest corner of the southwest quarter of Section 9; thence N 0°00' E, on the west line of the southwest quarter, 2,232.42 feet; thence N 85°20' E, along the centerline of the county road, 279.90 feet to the Point of Beginning; thence along a 1,972 feet radius curve, concave southerly, 137.88 feet (Chord = 137.85 feet, Bearing N 87°20'30" E); thence S 88°47' E, 339.93 feet; thence along a 1,012 feet radius curve concave northerly, 108.86 feet (Chord = 108.81 feet, Bearing N 85°42'22" E); thence S 03°25' W, 330.00 feet; thence S 80°13' E, 445.00 feet to the east line of the northwest quarter of the southwest quarter; thence S 00°27' W, along said east line, 47.33 feet; thence S 90°00' W, 983.42 feet; thence N

02°42'30" W, 454.60 feet to the Point of Beginning, containing 6.7088 acres and subject to easements of record.

("Second Party Property")

WHEREAS, First Party and Second Party hereby acknowledge that a driveway approximately fifteen (15) feet wide is located partially on First Party's Property and partially on Second Party's Property (hereafter "Shared Driveway").

WHEREAS, there is a Shared Well located on the First Party Property which serves the First Party Property and Second Party Property;

AND WHEREAS, the parties wish to enter into an Agreement to establish their rights and obligations with regard to the Shared Driveway and Shared Well.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties as follows:

AGREEMENT

1. **Shared Driveway Easement.** First Party and Second Party grant each other an easement over their respective properties for any portion of the Shared Driveway that potentially encroaches on the property of the other Party so as to provide ingress and egress to the parties' respective properties (See attached Map in Exhibit A). The Parties agree to use said driveway in such a manner as to not restrict the usage by the other party. The Parties agree not to park vehicles, machinery, implements or other items of personal property on the driveway area so as to provide free access for both Parties. No buildings or other permanent structures shall be placed on or across the driveway.

2. **Maintenance and Repair of Shared Driveway.** First Party and Second Party shall equally be responsible for the cost of maintaining the Shared Driveway when reasonably necessary. Shared maintenance items include gravel replacement and snow removal.

3. **Option to Discontinue Use of Shared Driveway.** Either party shall discontinue its use of the Shared Driveway in the event that party constructs a separate driveway providing independent access to a public road. The discontinuing party shall provide written notice to the other party, and notice of discontinued use shall be recorded with the office of the Delaware County, Iowa Recorder. The easements granted for the Shared Driveway shall remain in full force and effect notwithstanding the discontinued use, and the Shared Driveway shall remain available to the party continuing its use. From the date the notice is recorded, the party continuing to use the Shared Driveway shall be solely responsible for the cost of maintaining and repairing it, and the discontinuing party shall have no further obligation for the maintenance or repair of the Shared Driveway.

In the event the discontinuing party later resumes use of the Shared Driveway, First Party and Second Party shall again equally share the cost of maintaining and repairing it as of the date use is resumed. The resuming party shall, within thirty (30) days of resuming use, record a notice of resumed use in recordable form with the office of the Delaware County, Iowa Recorder. If the resuming party fails to do so, the other party may record an affidavit stating the date on which use was resumed, and that affidavit shall serve as the notice required by this section.

4. **Shared Well Easement.** First Party hereby grants to Second Party a perpetual, nonexclusive easement appurtenant to Second Party's Property to obtain water from the well and pump located on First Party's Property, together with a perpetual, nonexclusive easement on, over, under, and across First Party's Property for access to the well, pump, pressure tank, electrical service, and all other components of the well system, and reasonable working space surrounding the same, for the purposes of inspecting, testing, sampling, maintaining, repairing, and replacing such components. The well shall be used by both Parties for bona fide domestic purposes serving not more than one single-family dwelling on each Property, and by the occupants and tenants thereof. Neither Party shall connect any additional living unit or dwelling to the well without the prior written consent of the other Party and a recorded amendment to this Agreement.

5. **Water Line Easement.** First Party hereby grants to Second Party a perpetual, nonexclusive easement appurtenant to Second Party's Property, on, over, under, and across First Party's Property, for a water line connecting the well to Second Party's Property in the location in which such line is presently constructed, together with the right of access to inspect, test, maintain, repair, replace, and remove said water line. Except in an emergency, Second Party shall give First Party reasonable advance notice before entering First Party's Property. Second Party shall promptly restore, at Second Party's sole cost, to its former condition any soil, earth, sod, landscaping, fencing, driveway, or other surface improvement disturbed by Second Party's inspection, repair, replacement, maintenance, or removal of the water line.

6. **Maintenance and Repair of Shared Well.** The costs of maintenance and repairs of the well System shall be shared equally between First Party and Second Party. Each party shall be responsible for the maintenance and repair of their own water lines on their respective properties. In the event a new well system must be installed, First Party and Second Party agree to equally share the cost of the new system. The parties shall first agree in writing on the company that will install the new well system and the overall cost prior to installation. First Party agrees to pay the cost of the electric for the well system.

7. **Termination of Shared Well and Water Line.** The Shared Well Easement and Water Line Easements shall be terminated if any of the following events occur: (1) First Party installs a new well system separate from the well system existing at the time of this Agreement (2) Second Party connects to rural water, or (3) Second Party installs its own well system. If any of the above events occur, the parties shall execute a partial termination of this Agreement as to Sections 4, 5, and 6. Effective upon recording of such termination, neither party shall have further obligation with respect to the Shared Well, except that the parties shall remain liable for their share of all costs incurred and obligations accrued prior to the date of termination, and for the disconnection and capping obligations set forth below, both of which survive termination.

If Second Party constructs its own well system, Second Party shall, at Second Party's sole cost and by a licensed plumber or DNR-certified well contractor, disconnect and cap the water line at its point of connection to the well system, and shall leave First Party's well system in good working order.

8. **Indemnification.** Second Party agrees to protect, indemnify, save, and hold harmless First Party against and from all damage, suits, liability, claims, loss cost or expense (including court costs and reasonable attorney's fees) arising out of Second Party's use of Shared Driveway. First Party agrees to protect, indemnify, save, and hold harmless Second Party against and from all damage, suits, liability, claims, loss cost or expense (including court costs and reasonable attorney's fees) arising out of First Party's use of Shared Driveway.

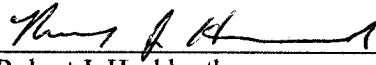
9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

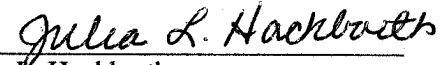
10. **Entire Agreement and Counterparts.** This Agreement sets forth the entire understanding of the parties and no terms, conditions or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties herein. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original but all of which will together constitute one and the same instrument.

11. **Binding Effect.** This Agreement shall be a covenant running with the land and shall be binding upon the parties hereto, their heirs, successors, and assigns.

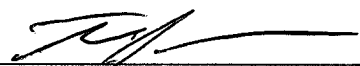
Dated: September 15, 2026.

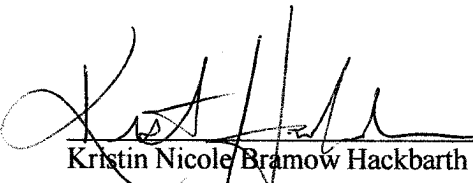
FIRST PARTY


Robert J. Hackbarth


Julia L. Hackbarth

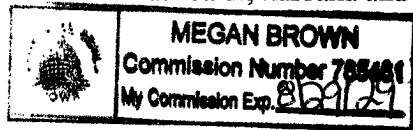
SECOND PARTY


Tyler J. Hackbarth


Kristin Nicole Bramow Hackbarth

STATE OF IOWA, COUNTY OF Delaware

This record was acknowledged before me on September 15, 2026, by Robert J. Hackbarth and Julia L. Hackbarth, husband and wife.




Signature of Notary Public

STATE OF Iowa, COUNTY OF Delaware

This record was acknowledged before me on September 15, 2026, by Tyler J. Hackbarth and Kristin Nicole Bramow Hackbarth, husband and wife.




Signature of Notary Public

EXHIBIT A

Shared Driveway

