



Book 2024 Page 1966

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Chad Mormann
1197 Canale Rd
Manchester IA 52052

Return to: Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave., Ste. #4, Independence, IA 50644, Tel: (319) 334-3704

Prepared by: Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave., Ste. #4, Independence, IA 50644

SHARED WELL AGREEMENT

This Shared Well and Maintenance Agreement (“Agreement”) is entered into and dated this 1 day of April, 2024 by and among, Michael D. Whittenbaugh and Brandy J. Whittenbaugh, husband and wife (“Party 1”), Daniel Mormann and Sandra Mormann, husband and wife (“Party 2”), Darrell McElligott and Nicole McElligott, husband and wife (“Party 3”), Justin C. Boies and Alyssa C. Boies, husband and wife (“Party 4”), Kenneth Kositzky and Jenna Kositzky, husband and wife (“Party 5”), Janne H. Long Revocable Trust dated May 10, 2022 (“Party 6”), Jeffrey P. Domeyer and Emily A. Domeyer, husband and wife, (“Party 7”), and DM Cove, LLC (“Party 8”).

WHEREAS, Party 1 owns real property located in Delaware County, Iowa, legally described as follows:

Lot Two (2) of Lake Pointe Estates A Subdivision of Part of the NE ¼ and Part of the SE ¼ of Section 30, T88N, R4W of the 5th Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2021, Page 3538 (“Party 1’s Property”);

WHEREAS, Party 2 owns real property located in Delaware County, Iowa, legally described as follows:

Lot Four (4) of Lake Point Estates A subdivision of Part of NE 1/4 and Part of the SE 1/4 of Section 30, T88N, R4W of the 5th Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2021, Page 3538 (“Party 2’s Property”);

WHEREAS, Party 3 owns real property located in Delaware County, Iowa, legally described as follows:

Lot Six (6) of Lake Pointe Estates A Subdivision Of Part Of The NE¼ And Part Of The SE¼ Of Section 30, T88N, R4W Of The 5th Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 2021, Page 3538 (“Party 3’s Property”);

WHEREAS, Party 4 owns real property located in Delaware County, Iowa, legally described as follows:

Lot Two Hundred (200) of Lake Pointe Estates Second Subdivision a Subdivision of Lot B of Lake Pointe Estates Part of the NE ¼ of the SE ¼ and Part of the NW ¼ of the SE ¼ Section 30, T88N, R4W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2022, Page 1401 (“Party 4’s Property”)

WHEREAS, Party 5 owns real property located in Delaware County, Iowa, legally described as follows:

Lot Two Hundred One (201) of Lake Pointe Estates Second Subdivision a Subdivision of Lot B of Lake Pointe Estates Part of the NE ¼ of the SE ¼ and Part of the NW ¼ of the SE ¼ Section 30, T88N, R4W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2022, Page 1401 (“Party 5’s Property”)

WHEREAS, Party 6 owns real property located in Delaware County, Iowa, legally described as follows:

Lot Eleven (11) of Lake Pointe Estates A Subdivision Of Part of the NE ¼ And Part Of The SE ¼ of Section 30, T88N, R4W of the 5th Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2021, Page 3538, AND Lot Twelve (12) of Lake Pointe Estates A Subdivision Of Part Of The NE¼ And Part Of The SE¼ Of Section 30, T88N, R4W Of The 5th Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 2021, Page 3538 (“Party 6’s Property”);

WHEREAS, Party 7 owns real property located in Delaware County, Iowa, legally described as follows:

Lot Nineteen (19) of Lake Pointe Estates A Subdivision Of Part of the NE ¼ And Part Of The SE ¼ of Section 30, T88N, R4W of the 5th Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2021, Page 3538 (“Party 7’s Property”);

WHEREAS, Party 8 owns real property located in Delaware County, Iowa, legally described as follows:

Lot C of Lake Pointe Estates A Subdivision Of Part of the NE ¼ And Part Of The SE ¼ of Section 30, T88N, R4W of the 5th Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2021, Page 3538 (“Party 8’s Property”);

WHEREAS Party 1, Party 2, Party 3, Party 4, and Party 5 desire to place into writing the easement for the well system located on Party 2's Property, which is used to supply water to Party 1, Party 2, Party 3, Party 4, and Party 5's Properties ("Well System No. 1");

WHEREAS, Party 6, Party 7, and Party 8 desire to place into writing the easement for the well system located on Party 8's Property, which is used to supply water to Party 6 and Party 7's Properties ("Well System No. 2");

NOW THEREFORE, for good and valuable consideration and intending to be legally bound, Party 1, Party 2, Party 3, Party 4, Party 5, Party 6, Party 7, and Party 8 agree as follows:

1. Easement for Well System No. 1. Party 2 hereby grants to Party 1, Party 2, Party 3, Party 4, and Party 5 (and any future parties) a perpetual, limited easement on, over, and across Party 2's Property for a water line (extending three feet on each side of the water line), connecting to Party 1, Party 2, Party 3, Party 4, and Party 5's Property (and any future parties), and further grants Party 1, Party 2, Party 3, Party 4, and Party 5 (and any future Parties) access to Party 2's Property to maintain and repair the water line and Well System.

2. Easement for Well System No. 2. Party 8 hereby grants to Party 6 and Party 7 (and any future parties) a perpetual, limited easement on, over, and across Party 8's Property for a water line (extending three feet on each side of the water line), connecting to Party 6 and Party 7's Property (and any future parties), and further grants Party 6 and Party 7 (and any future Parties) access to Party 8's Property to maintain and repair the water line and Well System.

3. Electricity, Maintenance, and Repairs. The parties hereto agree that the electricity use, maintenance, and repairs of Well System No. 1 and Well System No. 2 shall be governed by the Bylaws of Lake Pointe Estates Homeowners' Association, Inc. Each party shall be responsible for the maintenance and repair of their own water lines on their respective properties.

4. Water Quality. No warranty, express or implied, is made by Party 2 with regard to the quality or quantity produced by Well System No. 1, nor has any representation been made with respect to the water's fitness for human consumption. No warranty, express or implied, is made by Party 8 with regard to the quality or quantity produced by Well System No. 2, nor has any representation been made with respect to the water's fitness for human consumption. Any party to this Agreement may have the water tested at any time at their own expense.

5. Additional Parties. Party 2 and Party 8 agree to grant an easement to future lots within Lake Pointe Estates that may hook up to the well located on their property. At such time as the separate easement agreement is executed, the Grantee(s) shall also agree in writing to be bound by this Agreement. Such additional party or parties shall be responsible for all hookup fees and shall share in the cost of maintenance and repair as provided in Paragraph 1, 2, 3, and 4.

6. Indemnification. Any party that uses Well System 1 or Well System 2 agrees to protect, indemnify, save, and hold harmless Party 2 and Party 8 against and from all damage, suits,

liability, claims, loss cost or expense (including court costs and reasonable attorney's fees) arising out of use of Well System 1 and Well System 2.

7. Option to Terminate Shared Well. Any Party to this Agreement (and any future parties) may terminate this Agreement in the event such party can connect to rural water, or in the event that such party installs its own well system. In the event such party desires to terminate this Agreement, such party shall provide written notice to either Party 2 for termination with respect to Shared Well System No. 1, or Party 8 for termination with respect to Shared Well System No. 2, and such termination shall be recorded with the office of the Delaware County, Iowa Recorder. Upon the recording of the termination and such terminating party capping the water line, such terminating party shall have no further obligations under this Agreement related to either Well System No. 1 or Well System No. 2.

8. Perpetual Agreement. The parties hereto agree that this Agreement shall be permanent in nature, shall run with the land, and may be terminated only upon the mutual, written agreement of the parties. All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of the parties.

9. Integration. This Agreement constitutes the entire Agreement between the parties and supersedes any other communications or agreements between the parties regarding the subject matter of this Agreement. No amendments to this Agreement shall be made other than by a written amendment signed by the parties.

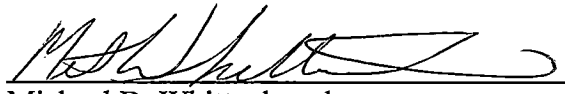
10. Governing Law. This Agreement is made and entered into in the State of Iowa, and shall in all ways be governed and construed by the law of such state.

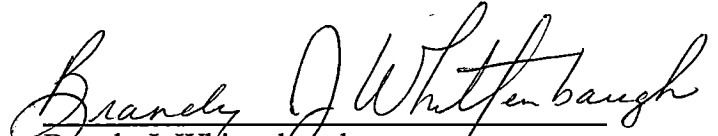
11. Severability. If any provision of this Agreement is adjudicated invalid or against public policy for any reason by a court of competent jurisdiction, it is specifically intended that each and every provision not so invalidated shall remain in full force and effect,

WHEREFORE, the parties hereto have entered into this Agreement as of the date set forth herein.

[Signature pages to follow]

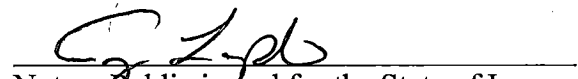
Party 1

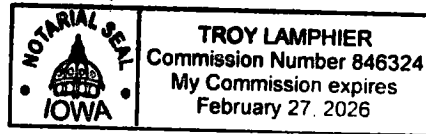

Michael D. Whittenbaugh


Brandy J. Whittenbaugh


STATE OF IOWA, COUNTY OF Fayette


This instrument was acknowledged before me on the 1st day of April, 2024, by Michael D. Whittenbaugh and Brandy J. Whittenbaugh, husband and wife.


Notary Public in and for the State of Iowa



Party 2



Daniel Mormann


Sandra Mormann

STATE OF IOWA, COUNTY OF Delaware

This instrument was acknowledged before me on the 23 day of April, 2024, by Daniel Mormann and Sandra Mormann, husband and wife.




Notary Public in and for the State of Iowa

Party 3



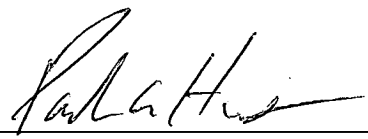
Darrell McElligott



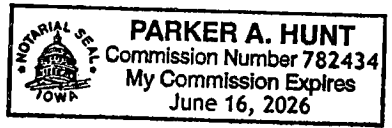
Nicole McElligott

STATE OF IOWA, COUNTY OF Delaware

This instrument was acknowledged before me on the 19th day of April, 2024, by Darrell McElligott and Nicole McElligott, husband and wife.

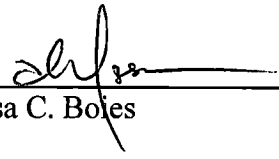


Notary Public in and for the State of Iowa



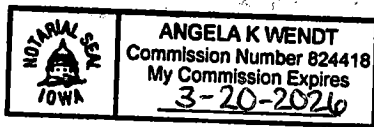
Party 4

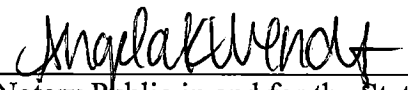

Justin C. Boies


Alyssa C. Boies


STATE OF IOWA, COUNTY OF DELAWARE

This instrument was acknowledged before me on the 29th day of April, 2024, by Justin C. Boies and Alyssa C. Boies, husband and wife.




Notary Public in and for the State of Iowa

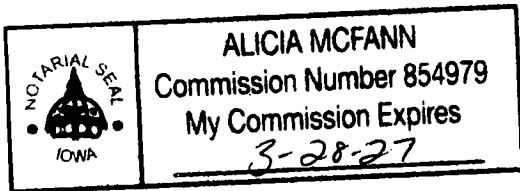
Party 5



Kenneth Kositzky


Jenna Kositzky

STATE OF IOWA, COUNTY OF Delaware

This instrument was acknowledged before me on the 2 day of July, 2024, by Kenneth Kositzky and Jenna Kositzky, husband and wife.




Notary Public in and for the State of Iowa

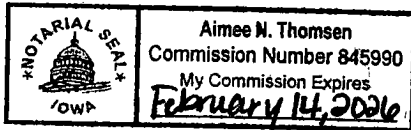
Party 6

Janne H Long

Janne H. Long, Trustee of the Janne H. Long
Revocable Trust dated May 10, 2022


STATE OF IOWA, COUNTY OF Delaware

This instrument was acknowledged before me on the 29 day of April, 2024, by
Janne H. Long, Trustee of the Janne H. Long Revocable Trust dated May 10, 2022.

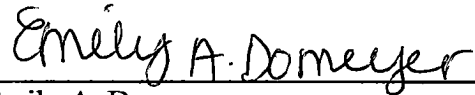


Aimee Thomsen
Notary Public in and for the State of Iowa

Party 7



Jeffrey P. Domeyer

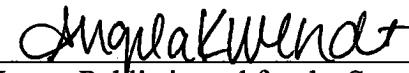


Emily A. Domeyer

STATE OF IOWA, COUNTY OF DELAWARE

This instrument was acknowledged before me on the 12 day of JULY, 2024, by Jeffrey P. Domeyer and Emily A. Domeyer, husband and wife.





Notary Public in and for the State of Iowa



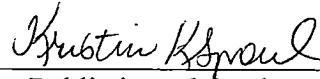
Party 8
DM Cove, LLC



By: Chad Mormann, Manager

STATE OF IOWA, COUNTY OF Black Hawk

This instrument was acknowledged before me on the 18 day of April, 2024, by Chad Mormann, Manager of DM Cove, LLC.



Notary Public in and for the State of Iowa

