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County Recording Fee: \$52.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$55.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 1085

Prepared by/Return to: Alecia A. Cederdahl, 699 Walnut Street, Suite 2000, Des Moines, Iowa 50309
Phone: 515-288-6041

SHARED WELL AGREEMENT

THIS SHARED WELL AGREEMENT (this “Agreement”) is made by and between **Kent Croskey, Trustee of the Genevieve J. Croskey Trust dated June 15, 2021 (“the Trust”)**, Matthew B. Garvin and Marcia L. Garvin, a married couple, Josephine M. Dowling a/k/a Josephine M. Bachman, a single person as of this 24th day of April, 2026.

RECITALS

- A. The Trust is the owner of certain real estate legally described as:

Lot One (1) of Croskey - Garvin Subdivision A Subdivision Of Lot 1 Of Logan's Third Subdivision, Lot 4 Of Logan's Fifth Subdivision, And Parcel C, All In The NW ¼ Of The NE ¼ In Section 23, T88N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 587,

And

Additional real estate, as more particularly described on *Exhibit A*, attached hereto (the collectively, the “Croskey Property”); and

- B. Matthew B. Garvin and Marcia L. Garvin are the owners of certain real estate legally described as:

Lots Two (2) and Three (3) of Logan's Third Subdivision in Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 163

And

Lot Three (3) of Croskey - Garvin Subdivision A Subdivision Of Lot 1 Of Logan's Third Subdivision, Lot 4 Of Logan's Fifth Subdivision, And Parcel C, All In The NW ¼ Of The NE ¼ In Section 23, T88N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 587 (the “Garvin Property”); and

- C. Josephine M. Dowling a/k/a Josephine M. Bachman are the owners of certain real estate legally described as:

Lots Four (4) and Five (5) of Logan's Third Subdivision in Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 163, except Parcel L - being a part of Lot 5, Logan's Third Subdivision to Delaware County, Iowa in the SE 1/4 of Section 14-T88N-R5W and part of the NE 1/4 Section 23-T88N-R5W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 110, also except Parcel 2018-40, Part of Lot 5, Logan's Third Subdivision in the NW 1/4 - NE 1/4 all in Section 23, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2018, Page 1224, as corrected by Affidavit recorded in Book 2019, Page 3111; also Parcel N - being a part of Lot 3, Logan's Fifth Subdivision to Delaware County, Iowa in the SE 1/4 of Section 14-T88N-R5W and part of the NE 1/4 Section 23-T88N-R5W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 111. All right, title, interest, claim and demand of grantors in and to the lake frontage running to the middle of the Maquoketa River bed with respect to the above real estate, title to which is not warranted by grantors. (the "Bachman Property"); and

- D. The Croskey Property, Garvin Property, and Bachman Property are collectively referred to as the "Benefitted Properties" for purposes of this Agreement.
- E. There is currently existing a private well and water distribution facilities (the "Water System") located on Parcel 250230800300 which serves all buildings on the above-described Benefitted Properties that are connected to the Water System. Said parcel is legal described as:

Lot Three (3) of Logan's Fifth Subdivision to Delaware County, Iowa according to Plat Recorded in Book 5 Plats, Page 77; same being a part of the Southwest Quarter (SW 4) of the Southeast Quarter (SE 4) of Section Fourteen (14) and of the Northwest Quarter (NW ½) of the Northeast Quarter (NE 14) of Section Twenty Three (23), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, except Parcel M and Parcel N both being part of Lot 3 of Logan's Fifth Subdivision according to plat recorded in Book 8 Page 111. The right to use the present access road is included and this conveyance is subject to the use of said assess road by all owners and tenants occupying the lots in said subdivision and in adjacent Logan's Subdivision but grantors shall not be required to maintain said access road. (the "Well Property"); and

- F. An easement exists for usage rights of the existing well, as provided in the Court Officer Deed from Viola M. Logan, as Executor in the Matter of the Estate of Marvin Logan, Deceased, to Conrad M. Dunn and Naomi K. Dunn, husband and wife, dated September 21, 1984, and filed March 4, 1985, in Book 116, L.D., Page 267 in the Delaware County records, for supply of water to the owners of Lots 3, 4, and 5, Logan's Fifth Subdivision, and the owners of lots in Logan's Third Subdivision ("Existing Easement").
- G. An unrecorded Well Agreement dated March 15, 2000 ("Unrecorded Well Agreement"), was previously executed among the property owners to provide for cost sharing, repairs and maintenance related to the Water System.
- H. It is the intention and purpose of this Agreement to clarify and confirm the rights and obligations of the owners of the Benefitted Properties with respect to the Water System under the Existing Easement and Unrecorded Well Agreement, and to allow for the use and operation of the Water System to provide an adequate supply of water for each of the properties connected thereto, for the consumption of the occupants and present existing uses of said properties, and

to assure the continuous and satisfactory operation and maintenance of the Water System for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto, subject to the terms and conditions set forth in this Agreement.; and

NOW, THEREFORE, in consideration of the Water System, and other good and valuable consideration, the parties mutually agree as follows:

1. Grant of Easements.

- a. **Water System.** Subject to any restrictions, easements or other matters of record, The Trust hereby grants and conveys a permanent and perpetual easement over the Well Property, for the shared use and infrastructure of the existing Water System by the owners, occupants, tenants, and invitees of the Benefitted Properties. The owners of the Benefitted Properties are hereby granted the right in common with the owner of the Well Property to draw water from the well located on the Well Property for domestic and non-commercial purposes. Except as described herein, owners of Benefitted Properties shall not allow or permit other persons to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving their respective parcel(s).
- b. **Access.** The Trust hereby creates and declares permanent and perpetual easement over the Well Property for use by the owners, occupants, tenants, and invitees of each of the Benefitted Properties for access to the Water System for purposes of operation and maintenance of the well, water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Easement.

2. Maintenance and Operation.

- a. **Distribution Lines.** The owner of each of the Benefitted Properties shall promptly repair, maintain and replace all water pipes, service lines, mains, and plumbing serving their respective parcels.
- b. **Cost Sharing.** The owner of each Benefitted Property shall pay an equal share of all expenses for the operation and maintenance of the Water System, including the cost of electricity for pumping, testing, disinfecting, inspection, replacement of components, and improvements, provided, however, that an owner shall be solely responsible for the cost of any repairs or damages caused by the owner, its tenants, agents, occupants, invitees, or employees. The owner or owners of each Benefitted Property shall be obligated to pay its share of any costs when due.
- c. **Consent for Repairs.** Except in the case of emergency work or routine water quality testing, the consent of the owners of all Benefitted Properties shall be obtained prior to incurring costs for system maintenance, replacement, or improvements. Emergencies include but are not limited to: system failure, leaks which threaten property damage, and significant deficiency in water quality.
- d. **New Connections.** New connections to the Water System shall be prohibited except with the consent of the owners of all Benefitted Properties, amendment of this Easement, and permit approval by the responsible local authority, if applicable.

- e. **Testing.** Water testing or sampling by the responsible local authority shall be permitted at any time, and at the request of the owner of any of the Benefitted Properties or its mortgagee. If testing reveals a significant water quality deficiency, remediation costs shall be shared by all parties consistent with this Easement. Notwithstanding the foregoing, the cost of testing conducted pursuant to a binding purchase agreement or real estate installment contract entered into by a Benefitted Property owner shall be the sole responsibility of said owner.
 - f. **Interference with Use.** No party may install landscaping or improvements that would impair the purposes described in this Easement, or otherwise take any action which detracts from the water usage or access rights granted hereunder.
3. **Discontinuation of Service and Termination.** In the event the Water System shall become contaminated and/or shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the Benefitted Properties, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the following terms and conditions:
- a. **Termination.** The respective rights and obligations of the Benefitted Properties shall continue until the parties who wish to terminate their rights pursuant to, and participation in, this Agreement have notified the other part(ies) in writing, disconnected their respective lateral connection from the Water System, and have executed and filed a written statement of termination at the Office of the Recorder of Delaware County.
 - b. **Costs.** Upon termination of rights participation in this Agreement, the owner and occupant of each Lot which is terminated from the Agreement shall have no further right to the use of the Water System. and shall have no obligation to pay or collect for maintenance and related expenses incurred after the date of disconnection. The disconnecting party shall be responsible for all costs of disconnection from the Water System, and for its share of all other costs incurred pursuant to this Agreement prior to the date of disconnection.
4. **Remedies.** If any owner fails or refuses to pay his/her/its share of any costs apportioned hereunder or fails to perform, fulfill, or observe any agreement to be performed, fulfilled, or observed by it under this Agreement continuing for thirty (30) days, in each case after written notice specifying such, the other party may, at its election, cure such failure or breach for and on behalf of the defaulting party, and any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (i) the rate of 10% per annum, or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. If suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
5. **Notices.** All notices to any party subject to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send notice, the party sending the notice may use the address to with the other party's property

tax bills are sent as kept by the Delaware County Assessor. A party may change its address for notice by providing written notice to the other party.

6. **No Dedication.** Nothing herein shall be deemed to be a gift or dedication of any portion of the encumbered property or the easements described herein to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
7. **Non-Merger.** The easements, rights and obligations established by this Agreement shall not merge or terminate if any or all of the lots or benefitted parcels become owned or are owned by the same entity, but shall continue until released and terminated by all parties benefitted thereby.
8. **Binding Upon Property.** Unless terminated as provided herein, the restrictions, rights and obligations created pursuant to the terms of this Agreement shall run with and be binding upon the all of the foregoing properties in perpetuity, including reconfigurations of the Well Property and the benefitted properties, and shall be binding on all entities having or acquiring any right, title or interest in a benefitted parcel, their successors and assigns.
9. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
10. **Invalidity.** If any term or condition of this Agreement or the application of this Agreement to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
11. **Governing Law.** This Declaration shall be construed and enforced in accordance with the laws of the State of Iowa.
12. **Entire Agreement.** This Agreement amends, supersedes, and replaces the Unrecorded Well Agreement, and sets forth the entire understanding of the parties with respect to the subject matter herein. This Agreement may not be changed except by a written document executed and acknowledged by the parties and duly recorded in the office of the Delaware County, Iowa Recorder.

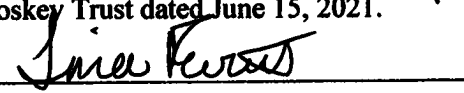
IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the day and year first above written.

Genevieve J. Croskey Trust dated June 15, 2021

By: 
Kent Croskey, Trustee

STATE OF IOWA)
) ss:
COUNTY OF Warren)

The foregoing record was acknowledged before me on this 21 day of April, 2026, by Kent Croskey, Trustee of the Genevieve J. Croskey Trust dated June 15, 2021.



Signature of Notary Public



TINA EVERETT
Commission Number
855660
My Commission Expires
04.26.27

Josephine M Dowling Josephine M Bachman
Josephine M. Dowling
a/k/a Josephine M. Bachman

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

The foregoing record was acknowledged before me on this 24th day of April, 2026, by Josephine M. Dowling a/k/a Josephine M. Bachman.

[Handwritten Signature]
Signature of Notary Public

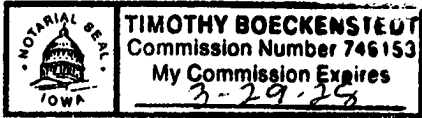


Exhibit A

Lot Three (3), Logan's Sixth Subdivision to Delaware County, Iowa, the same being a part of Sections fourteen (14), Fifteen (15), Twenty Two (22) and Twenty Three (23), all in Township 88 North, Range Five (5) west of the Fifth P.M., Delaware County. The right to use the existing access road is included, and this conveyance is subject to the use of said access road by all owners and tenants occupying lots in said Subdivision.

AND

That part of Lot Five (5) of Logan's Fifth Subdivision to Delaware Country, Iowa, according to plat recorded in Book 5 Plats, Page 77, described as beginning at the most Northerly corner of said Lot Five (5), thence South $10^{\circ}05'45''$ West one hundred ten and fourteen hundredths (110.14) feet to the most Westerly corner of Lot Four (4) of said Subdivision, thence South $69^{\circ} 24' 05''$ East three hundred forty two and forty seven hundredths (342.47) feet to the Westerly bank of the Maquoketa River, thence South $8^{\circ} 32' 19''$ West one hundred sixty and ninety two hundredths (160.92) feet, thence North $69^{\circ} 24' 05''$ West three hundred forty six and ninety two hundredths (346.92) feet, thence North $22^{\circ} 49' 36''$ West two hundred fifty seven and thirty eight hundredths (257.38) feet to a point on the Southerly line of Lot Three (3) of said Subdivision, thence North $78^{\circ} 56' 11''$ East one hundred fifty (150) feet to the point of beginning.

Also described as Parcel C of Lot Five (5) of Logan's Fifth Subdivision, according to plat recorded in Book 6 Plats, Page 181 of the records of the Delaware County Recorder.

Also all right, title, interest, claim and demand of Grantors, in and to the lake frontage running to the middle of the Maquoketa River bed, with respect to said premises, being an extension of the lines of said tract herein conveyed, title to which is not warranted by Grantors. This conveyance is made subject to the existing flood plain rights, and Grantees shall not hold Grantors or its predecessors in title hereunder liable with regard to the flooding of the property concerned, and Grantees and their successors and assigns shall not change or alter the lake frontage without written permission of the Lake Delhi Recreation Association, Inc. The right to use the present access road is included and this conveyance is subject to the use of access road by all owners and tenants occupying lots in said Subdivision.

Subject to use of existing well on the premises for supply water to Grantees, the owners of Lot 3 of said Fifth Subdivision and the owners of lots in Logan's Third Subdivision.

Lot Four (4) of Logan's Fifth Subdivision To Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 77.

A portion now replatted as Lot 1 in the Croskey Garvin Subdivision.

AND

Lot Three (3) of Logan's Fifth Subdivision to Delaware County, Iowa according to Plat Recorded in Book 5 Plats, Page 77; same being a part of the Southwest Quarter (SW 4) of the Southeast Quarter (SE 4) of

Section Fourteen (14) and of the Northwest Quarter (NW ½) of the Northeast Quarter (NE 14) of Section Twenty Three (23), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, except Parcel M and Parcel N both being part of Lot 3 of Logan's Fifth Subdivision according to plat recorded in Book 8 Page 111. The right to use the present access road is included and this conveyance is subject to the use of said assess road by all owners and tenants occupying the lots in said subdivision and in adjacent Logan's Subdivision but grantors shall not be required to maintain said access road.