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County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 2308

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

SHARED DRIVEWAY AGREEMENT

THIS SHARED DRIVEWAY ("Agreement") is made this 7 day of August, 2026, by and between Thomas M. Bergan and Eileen K. Bergan, husband and wife (hereafter "First Party") and Parker J. Rochford and Lily V. Rochford, husband and wife (hereafter "Second Party").

RECITALS

WHEREAS, First Party is the owner of the following described real estate, locally known as 102 S. Locust St., Edgewood, IA 52042:

That part of Lot One (1) of the Subdivision of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth P.M. according to plat recorded in Book A Plats, Page 55, described as commencing one hundred thirty two (132.0) feet North of the Southwest corner of said Lot One (1), and running thence East to the West line of Railroad land, thence Northwesterly ninety seven (97.0) feet along the West line of the railroad, thence West on a line parallel with the above described South line to the West line of said premises, thence South sixty two (62.0) feet to the point of beginning.

All that part of the One Hundred (100) foot wide former right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company that runs through the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Two (2), Township Ninety North (T90N), Range Five West (R5W) of the 5th P.M., described as commencing at a point on the West line of Lot One (1) of the Subdivision of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of said Section Two (2), which is One Hundred Thirty Two (132) feet North of the Southwest Corner of Said Lot One (1), thence Easterly, on a line

parallel with the South line of said Lot One (1) to the mid-line of said former railroad right-of-way, the same being the point of beginning, thence Westerly on said line to the West line of said former railroad right-of-way, thence Northwesterly along said West line Ninety-seven (97) feet, thence Easterly on a line parallel with the South line of said Lot One (1) to the mid-line of said former railroad right-of-way, thence Southeasterly along said mid-line to the point of beginning; all being in Delaware County, Iowa ("First Party's Property").

WHEREAS, Second Party is the owner of the following described real estate, locally known as 104 S. Locust St., Edgewood, IA 52042:

The North sixty one (61) feet of the South one hundred thirty one (131) feet of Lot One (1) of the Subdivision of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth P.M. according to plat recorded in Book A Plats, Page 55; also that part of the one hundred (100) foot wide former right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company that runs through the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth P.M., described as commencing at a point seventy (70) feet North of the Southwest corner of Lot One (1) of the Subdivision of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Two (2), Township Ninety (90) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 55, thence Easterly on a line parallel with the South line of said Lot One (1) to the West line of the former railroad right-of-way, said point being the point of beginning, thence Easterly on the same line to the mid-line of the former right-of-way, thence Northwesterly along said mid-line to a point thereon which is East, on a line parallel with the South line of said Lot One (1), of a point on the West line of said Lot One (1), one hundred thirty one (131) feet North of the Southwest corner of said Lot One (1), thence West on said line to the West line of the former railroad right-of-way, thence Southeasterly along said West line to the point of beginning ("Second Party's Property").

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

WHEREAS, the Shared Driveway is used by both First Party and Second Party.

WHEREAS, the parties desire to enter into an agreement regarding their mutual use of the Shared Driveway.

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

AGREEMENT

1. **Termination of Prior Easement Agreement.** Prior to execution of this Shared Driveway Agreement, a Joint Driveway Easement was recorded pertaining to the Shared Driveway, dated August 11, 1987, filed August 26, 1987, in Book Z, Misc., Page 48, in the records of the Delaware County, Iowa Recorder. Prior to Second Party acquiring title to Second Party's Property, First Party owned both First Party's Property and Second Party's Property. By the doctrine of merger, and by this written instrument, the prior Shared Driveway Agreement is hereby terminated.

2. **Easement Grant for Shared Driveway.** First Party and Second Party each grant to the other a perpetual, nonexclusive easement for ingress and egress over the area identified as the Shared Driveway indicated in Exhibit A attached hereto. First Party and Second Party further grant each other an easement to each other for any portion of the Shared Driveway that encroaches on the other party's property, as indicated in Exhibit A attached hereto.

3. **Shared Driveway Maintenance and Repair.** First Party and Second Party shall share equally the out-of-pocket costs of maintaining and repairing the Shared Driveway, including sealcoating, crack and pothole repair, resurfacing, and snow and ice removal.

a. Before incurring shared costs exceeding \$500.00 for any single item of work, the party arranging the work shall obtain the other party's written consent, which shall not be unreasonably withheld. No work to the Shared Driveway exceeding \$500.00 shall be completed without the consent of both parties.

b. If a party pays more than its share for maintenance and repair of the Shared Driveway, the other party shall reimburse that party for his or her share within thirty (30) days after written demand.

c. Repair of damage to the Shared Driveway caused by a party or by that party's guests, contractors, or invitees shall be that party's sole responsibility. If the responsible party fails to repair the damage within thirty (30) days after written demand, the other party may arrange the repair, and the responsible party shall reimburse the reasonable cost within thirty (30) days after written demand.

d. If a party fails to pay any amount owed under this Section within the applicable period, the party owed may bring an action to collect it, and the prevailing party may recover court costs and reasonable attorney's fees.

4. **No Obstruction.** Neither party shall park on, store items on, or otherwise obstruct the Shared Driveway in any manner that interferes with the other party's use of it for ingress and egress.

5. **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.

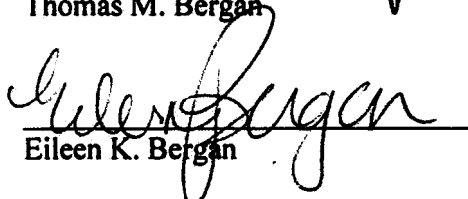
6. **Binding Effect.** This Agreement shall be a covenant running with the land and shall be binding upon the parties hereto, their heirs, successors, and assigns.

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

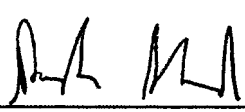
8. **Entire Agreement and Counterparts.** This Agreement sets forth the entire understanding of the parties and no terms, conditions or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties herein. This Easement may be executed 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.

FIRST PARTY


Thomas M. Bergan


Eileen K. Bergan

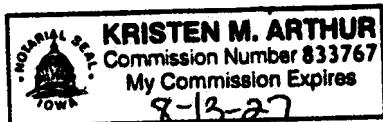
SECOND PARTY

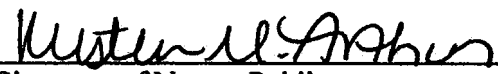

Parker J. Rochford


Lily V. Rochford

STATE OF IOWA, COUNTY OF DELAWARE

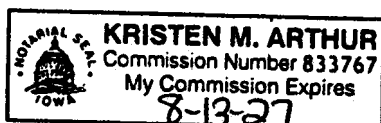
This record was acknowledged before me on August 7, 2026, by Thomas M. Bergan and Eileen Bergan, husband and wife.




Signature of Notary Public

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on August 7, 2026, by Parker J. Rochford and Lily V. Rochford, husband and wife.



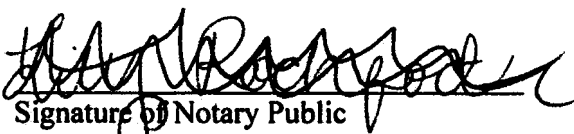

Signature of Notary Public


EXHIBIT A
Shared Driveway

