

SHARED WELL WATER AGREEMENT

Document Number

Document Title



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DUNN COUNTY, WI
REGISTER OF DEEDS
HEATHER M. KUHN

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Name and Return Address

Dunn Co. Title Services, Inc.
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WRDA Rev. 12/22/2010

SHARED WELL WATER AGREEMENT

This Agreement made and entered into this
3rd day of August 2018, by and between
Rosendahl Properties 8, LLC, party of the first part
hereinafter referred to as the "Supplying Party", and
Christine L. Tschudy Trust, and Ronald R. Zezulka and
Deanne R. Zezulka, husband and wife, parties of the second
part, and hereinafter referred to as the "Supplied Parties";

WITNESSETH:

WHEREAS, the Supplying Party is now the owner of property located in the
County of Dunn, State of Wisconsin, which Parcel is described as follows, to wit:

Rosendahl Properties 8, LLC:

Lot 2 of Certified Survey Map No. 2881, as recorded in Vol. 13 of
Certified Survey Maps, Page 41, as Doc. No. 506812, being a part
of the SW¼ of the NW¼ of Section 36, Township 29 North, Range
13 West, Town of Sherman, Dunn County, Wisconsin; and

WHEREAS, the Supplied Parties are the owners of property located in the
County of Dunn, State of Wisconsin, which Parcels are described as follows, to wit:

Unit 4 of Addendum No. 1 to Pheasant Crossing Condominium,
being a condominium created under the Condominium Ownership
Act of the State of Wisconsin by a "Restated Declaration of
Condominium for Pheasant Crossing Condominiums, dated
December 28, 2009, and recorded December 28, 2009, in the
Office of the Register of Deeds for Dunn County, Wisconsin as
Doc. No. 568879 and by a Condominium Plat therefore;
Together with all appurtenant rights, title, and interests, including
(without limitation):

- (a) the undivided percentage interest in all Common Elements
as specified for such Unit in the aforementioned Declaration;
- (b) the right to use of the areas and/or facilities, if any, specified
in the aforementioned Declaration, as Limited Common
Elements for such Unit; and
- (c) membership in the Pheasant Crossing Condominiums
Owner's Association UA, (hereafter the "Owner's Association"),
an unincorporated association, as provided for in the
aforementioned Declaration and in any Articles of Incorporation
and/or Bylaws for such Owner's Association; and

AND

Unit 3 of Addendum No. 1 to Pheasant Crossing Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Restated Declaration of Condominium for Pheasant Crossing Condominiums, dated December 28, 2009, and recorded December 28, 2009, in the Office of the Register of Deeds for Dunn County, Wisconsin as Doc. No. 568879 and by a Condominium Plat therefore; Together with all appurtenant rights, title, and interests, including (without limitation):

- (a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration;
- (b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and
- (c) membership in the Pheasant Crossing Condominiums Owner's Association UA, (hereafter the "Owner's Association"), an unincorporated association, as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association; and

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the Parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said water; and

WHEREAS, there is a well located upon Suppling Party's Parcel, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, said well is deemed by the parties hereto to be of adequate capacity to supply two residential condo units (the Suppled Parties) and a multi-family residential unit on the parcels described herein with water from the well for all domestic uses of the families residing therein; and

WHEREAS, the Federal Housing Administration will not insure mortgage loans covering the separate properties and improvements thereon unless proper assurance is given by the parties as demonstrated by execution of this Agreement, that the water distribution system will have a continuous and satisfactory operation in accordance with

the terms of this Agreement; and

WHEREAS, the water from the well has previously undergone a water quality and was determined by the authority to supply safe and potable water; and

WHEREAS, the parties' hereto desire to enter into this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on the Supplying Party's Parcel shall be used by all of the parties to this Agreement, as well as by all future owners and occupants of said Parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the households residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on the Supplying Party's Parcel for quotidian domestic use excluding the right to draw water to fill swimming pools of any type.
2. That the owners of all the Parcels shall:
 - a. Pay their respective cost of electricity to pump water from the well, which cost is separately metered to each Parcel;
 - b. Pay promptly a proportionate share of all other expenses for the operation and maintenance of the well and water distribution system that may become necessary. Shared expenses include repairs and maintenance of said well and water distribution system and the cost of electricity for pumping. The Supplying Party shall be responsible for one-half of all such expenses; each of the Supplied Parties (the Owner of Unit 4 and the Owner of Unit 3) shall be responsible for one-quarter each of all such expenses.
3. That the cost of any removal or replacement of pre-existing site improvements on an individual Parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected Parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among all the parties so damaged.

4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
5. That the consent of all parties shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator chosen by the parties and paid for in equal shares shall be consulted in the event the parties cannot agree regarding the said expenditures, and the arbitrator's decision shall be final.
6. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.
7. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the reconstruction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.
8. That no party may install landscaping or improvements that will impair the use of said easements.
9. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.
10. That only those Parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she/they will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor to permit other persons to connect to the pipes or mains serving his/her respective parcel. Each of the parties may use or receive water for any home-based occupation or business as permitted under local zoning ordinances.
11. That in the event the referenced well shall become contaminated and 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 respective parcels, then the rights under this Agreement shall be transferred to an alternate source of water. In the event a new well is

- necessary it shall be installed on the Supplying Party's Parcel.
12. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
 13. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, mortgagee or the U.S. Department of Housing and Urban Development.
 14. That the said well and this Agreement shall serve no more than three single family dwelling units.
 17. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities, however, this Agreement may not be amended during the term of a Federally-insured or guaranteed mortgage on any property served, except as provided herein, for the purpose of adding to the prescribed number of parties.
 18. That notwithstanding the references above to replacement of the system (see paragraphs 3 and 5), there shall be no replacement of the well and water distribution system unless there is unanimous agreement between all parties hereto. In the absence of said unanimous agreement each owner shall be responsible for the installation of the owner's own well and water distribution system on the owner's parcel.
 19. That the term of this Agreement shall be perpetual, except as herein limited.
 20. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

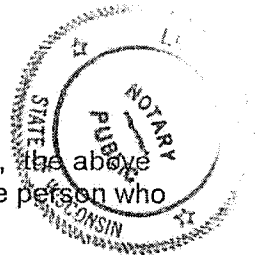
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Rosendahl Properties 8, LLC

Date: 08-07-2018

By: [Signature]

STATE OF WISCONSIN }
 } ss.
COUNTY OF DUNN }



Personally came before me this 7th day of AUG., 2018, the above named Robert C. Rosendahl, known to be the person who executed the foregoing instrument and acknowledges the same.

* [Signature]

Lisa Holm, Notary Public

My Commission expires: 8/24/21

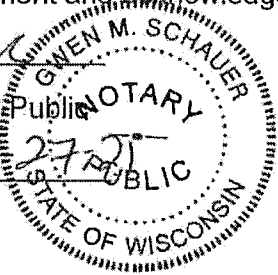
Date: Aug. 17, 2018

Ronald R. Zezulka
Ronald R. Zezulka
Deanne R. Zezulka
Deanne R. Zezulka

STATE OF WISCONSIN }
 } ss.
COUNTY OF DUNN }

Personally came before me this 17th day of August, 2018, the above named Ronald R. Zezulka and Deanne R. Zezulka, known to be the persons who executed the foregoing instrument and acknowledges the same.

*Gwen M. Schauer
WI Notary Public
My Commission expires: 12 27 21



Christine L. Tschudy Revocable Trust

Date: 8/3/18

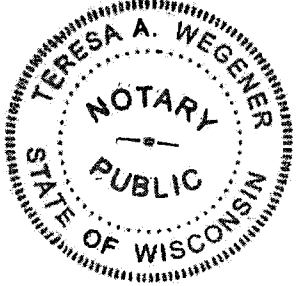
By: Christine L. Tschudy
Christine L. Tschudy, Trustee

STATE OF WISCONSIN }
 } ss.
COUNTY OF DUNN }

Personally came before me this 3rd day of August, 2018, the above named Christine L. Tschudy, known to be the person who executed the foregoing instrument and acknowledges the same.

TW *Christine L. Tschudy
Wisconsin, Notary Public

My Commission expires: 6/20/22



CONSENT OF MORTGAGEE

The undersigned, being the owner of a certain Mortgage executed by Ronald R. Zezulka and Deanne R. Zezulka in favor of the undersigned Mortgagee, dated May 30, 2013, recorded June 4, 2013, as Document No. 596087 in the office of the Dunn County, Wisconsin, Register of Deeds does hereby consent to each and every of the terms and conditions of the foregoing Amendment to Restated Declaration of Condominium for Pheasant Crossing Condominiums and acknowledges and agrees its interest as Mortgagee in Unit 3 of the Restated Declaration of Condominium for Pheasant Crossing Condominiums, recorded as Document No. 568879, is subject to said Amendment to Restated Declaration of Condominium for Pheasant Crossing Condominiums.

People's State Bank

Dated: 1/24/19

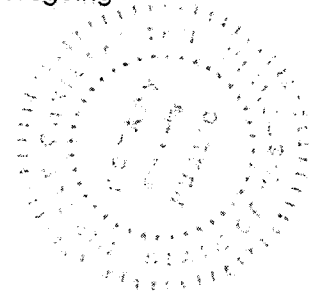
By: Amy Hellman

Personally came before me this 24th day of January, ²⁰¹⁹~~2018~~, the above named Amy Hellman, known to be the person who executed the foregoing instrument and acknowledges the same.

*Nikole Christensen

Nikole Christensen Notary Public

My Commission expires: 3-17-22.



This Instrument Drafted By:
Robert L. Loberg
Loberg Law Office, LLP