

Document Number	Declaration of Provisions for a Shared Well Agreement Title of Document
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 KYLE J FRANSON
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 ONEIDA COUNTY, WI
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Name and Return Address:
 TM Title Services, Inc.
 315 E LaSalle Ave
 Barron, WI 54812

ST-473(p); ST-473-8(p)

(Parcel Identification Number)

Lots 2, 3 and 4 of Certified Survey Map No. 005343, Volume 26, Page 5343, as Document No. 837308, part of Certified Survey Map No. 003671, Volume 16, page 3671, as Document No. 672265, being a part of Government Lot 4, of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin.

DECLARATION OF PROVISIONS FOR A SHARED WELL AGREEMENT

THIS DECLARATION of provision for a Shared Well Agreement (DECLARATION) executed this 15 day of DECEMBER, 2022 by Jenny Pappas, (*Pappas*) hereafter referred to in this Agreement as (the "Declarant.")

RECITALS

A. WHEREAS, Declarant is the owner of the property described as follows:

Parcel A: Lot 4 of Certified Survey Map No. 005343, Volume 26, Page 5343 as Document No. 837308, being a part of Government Lot 4 of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin.

B. WHEREAS, Declarant is also the owner of the property described as follows:

Parcel B: Lot 2 of Certified Survey Map No. 005343, Volume 26, Page 5343 as Document No. 837308, being a part of Government Lot 4 of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin.

C. WHEREAS, Declarant is also the owner of the property described as follows:

Parcel C: Lot 3 of Certified Survey Map No. 005343, Volume 26, Page 5343 as Document No. 837308, being a part of Government Lot 4 of Section 31, Township 37 North, Range 10 East (in the Town of Stella), Oneida County, Wisconsin.

D. WHEREAS, there exists a well casing, electrical lines, water and lines which are located on Parcel A, B and C servicing said Parcels A, B and C and provides water for each parcel.

E. WHEREAS, the Declarants wishes to set forth some terms and conditions regarding the use, maintenance and payments of the shared well.

F. WHEREAS, the Declarants wishes to create a perpetual use of this proposed shared well agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, Declarants does hereby give notice to all purchasers, their successors and/or assigns regarding the herein before described parcels and whosoever it may concern that the parcels of land listed above are subject to the provisions and rules which will inure to the benefit of and pass to Parcel A, B and C their successors and/or assigns and acknowledge the following:

1. GRANT.

- a) Declarants hereby grants a non-exclusive perpetual easement for Parcel A, B, and C to use the well, pump, and well casing located on Parcel A, B and C for the temporary benefit of Parcel A, B and C.
- b) Declarants grants an easement to maintain the service to said well and located on said Parcel A for the benefit of said Parcel B and C. Also Declarants grants access and necessary working space for system operation, maintenance, improvement, inspection and testing for the benefit of Parcel A, B and C.

2. CONDITIONS AND RESTRICTIONS.

- a) The cost of maintenance for the upkeep of the well shall be split equally between each dwelling located on Parcels A, B and C.
- b) The well water should be used for domestic purposes only.
- c) No additional buildings shall be connected to said well.
- d) Declarants their successors and/or assigns shall be responsible for:
 - Prompt repair of any detected leak in the water service line or plumbing that connects to their individual residence.
 - Costs to correct system damage caused by a resident or guest by any property owner shall be that property owner's responsibility.
 - Necessary repair or replacement of the service lines connecting the system to his or her individual property will be that property's' responsibility.

Declarants also agrees that they:

- A. Shall permit well water sampling and testing by a responsible local authority at any time at the request of any party.
- B. Shall require that corrective measures be implemented if testing reveals a significant water quality deficiency, but only with the consent of a majority of the parties.
- C. Shall prohibit any party from locating or relocating any element of an individual sewage disposal system within 50 feet of the shared well.
- D. Shall specify that no party may install landscaping or improvements that will impair use of the easement area.
- E. Shall establish the right of any party to act to correct an emergency situation in the absence on-site of the other parties. An emergency situation shall be defined as failure of any shared portion of the system to deliver water upon demand.
- F. Shall require that any necessary replacement or improvement of a system element(s) will at least restore original system performance.
- G. Parcel A, B and C shall split the costs, as stated previously, of:
 - 1. System maintenance including repairs, testing, inspection and disinfecting;
 - 2. System component replacement due to wear, obsolescence, incrustation, corrosion and/or drilling of a new well;
 - 3. System improvement to increase the service life of material or component, to restore well yield, or to provide necessary system protection.
- H. No party shall be responsible for unilaterally incurred shared well debts of another party, except for correction of emergency situation correction costs shall be shared as stated previously.
- I. Shall assure sharing of costs, as previously stated, for abandoning all or part of the shared system so that contamination of ground water or other hazards will be avoided.
- J. Shall mutually agree to shut water and well off to the seasonal cabins no later than November 1 of each year and to share the cost, as state previously, if any. The year-round cabin will utilize the well for the entire year.
- K. Shall assure prompt collection from all parties and prompt payment of system operation, maintenance replacement or improvement costs.

- L. Shall provide for binding arbitration of any dispute or impasse between parties with regard to the system or terms of agreement. Binding arbitration shall be through the American Arbitration Association or a similar body and may be initiated at any time by any party to the agreement. Parties to the agreement shall equally share arbitration costs.
- M. Should one of the seasonal dwellings choose to install an independent well, owners will release said dwelling from the provisions of the shared well agreement.

Signatures on attached page

Declaration of Shared Well and Septic

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this 15
_____ day of DECEMBER, 2022.

Jenny Pappas
Jenny Pappas

STATE OF Wisconsin

Oneida COUNTY

Personally came before me on 12/15/2022,
the above-named Jenny Pappas

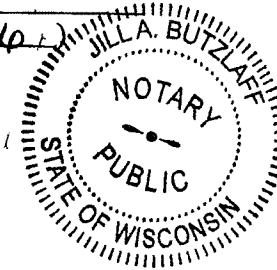
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Jill A. Butzlaff

* Jill A. Butzlaff

Notary Public, State of WI

My commission (is permanent) (expires: 9/25/2026)



This instrument was drafted by:
Andrew J. Harrington (WSB #1061492)
P. O. Box 137, Barron, WI 54812