

SHARED WELL AGREEMENT

RE: “Parcel A” Legal Description: Lot 1,
See Exhibit A

“Parcel B” Legal Description: Lot 2,
See Exhibit A

Return to:
Mark B. Rooney, Attorney, S.C.
1809 Springdale St., Suite 204
Mt. Horeb, WI 53572

Tax Parcel Nos.: 177.0206B

WHEREAS, **DYNAMIC FARMS, LLC** is the present owner of certain real property located in the Village of Ridgeway, Iowa County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as Parcel A; and

WHEREAS, **DYNAMIC FARMS, LLC** is the present owner of certain real property located in the Village of Ridgeway, Iowa County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as Parcel B; and

WHEREAS, these two parcels are contiguous to each other; and

WHEREAS, the parties to this Shared Well Agreement (hereinafter the “Agreement”) share the water from a well, pump and water system that is located on Parcel A and owned by the owner of Parcel A.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto that:

1. The owner of Parcel A grants to the owner of Parcel B an easement ten feet in width from the place on the eastern boundary line of Parcel B where the

well water pipe line serving Parcel B owner's residence is located, and then moving in a northerly and/or easterly direction along the existing well water pipe line serving Parcel B owner's residence to the existing shared well located on Parcel A, for the purpose of obtaining water from the shared well.

2. In addition, the owner of Parcel A grants to the owner of Parcel B the right to keep, inspect and maintain the existing water pipe lines serving Parcel B through the easement described above.

3. Parcel A owner shall be responsible for ensuring that the shared well is kept in good operating condition and produces safe drinking water. The owners of both parcels agree to share in all costs of maintenance, repair and replacement of the well pump, pressure tank, well pit, well casing and well system, with Parcel A owner paying 65% of these costs and Parcel B owner paying 35% of these costs. Each parcel owner shall be solely responsible for the cost of maintaining, repairing and/or replacing the water pipe line(s) serving their respective properties. Parcel B owner shall not alter the location of the existing well water pipe line serving Parcel B's property without the written permission of Parcel A owner. Parcel B owner shall remit payment for Parcel B owner's 35% share of all the above-described costs to Parcel A owner upon receipt of invoices for such costs, or reimburse Parcel A owner for Parcel B owner's 35% share of the same within thirty (30) days from the date the billing for any such expense is first received.

4. In this Agreement, the costs of maintaining, repairing or replacing any component or part of the shared well water system shall include the costs of landscaping needed to return the surface grounds to the condition they were in prior to the repair, maintenance or replacement.

5. The owner of Parcel A shall maintain insurance on the shared well and provide electricity for the shared well pump, provided that the owner of Parcel A shall not be responsible to the owner of Parcel B for any interruption of electrical power to the shared well pump, unless caused by the intentional actions of the owner of Parcel A.

6. All the costs of supplying electricity to the shared well pump shall be paid by the owner of Parcel A.

7. The owner of Parcel B shall use the water supplied by the shared well only for single family residential use. The owner of Parcel A may use the water supplied by the shared well for agricultural, recreational and residential use. The parties hereto agree that the shared water well system referred to herein shall be maintained so as to meet all public health standards for safe drinking water.

8. The terms of this Agreement, and the covenants and easements contained herein shall be perpetual, run with the land and shall be binding upon the parties, their heirs, assigns and successors, and shall terminate only upon:

- A. The availability to Parcel B of adequate water service by means other than the water supply system described herein supplied by a governmental authority or public utility controlled by the Wisconsin Public Service Commission; or
- B. The installation of a well and water system on Parcel B at the sole expense of the owner of Parcel B.

9. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

10. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Iowa County, Wisconsin.

11. 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.

Dated: _____, 2024.

PARCEL A OWNER

DYNAMIC FARMS, LLC

By: _____
Todd B. Kuschel, Sole Member

PARCEL B OWNER

DYNAMIC FARMS, LLC

By: _____
Todd B. Kuschel, Sole Member

STATE OF WISCONSIN)
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2024,
the above-named parties, to me known to be the persons who executed the
foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires: _____

DRAFTED BY:
Attorney Mark B. Rooney
1809 Springdale Street, Suite 204
Mount Horeb, WI 53572

CONSENT OF MORTGAGEE OF PARCELS A AND B

The undersigned, being the holder of a mortgage against Parcel A and Parcel B, consents to the above Agreement and agrees that its interest in Parcel A and Parcel B shall be subject to the terms of the Agreement.

LAKE RIDGE BANK

By: _____
Amy Austin
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF

This instrument was acknowledged before me on _____, 2024 by Amy Austin, the _____ of Lake Ridge Bank.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

Legal Description of Parcel A

Lot One (1) of Certified Survey Map No. _____, recorded in Volume _____ Certified Survey Maps, Page _____, as Document No. _____, in the Village of Ridgeway, Iowa County, Wisconsin.

Legal Description of Parcel B

Lot Two (2) of Certified Survey Map No. _____, recorded in Volume _____ Certified Survey Maps, Page _____, as Document No. _____, in the Village of Ridgeway, Iowa County, Wisconsin.