

Shared Well Use & Maintenance Agreement (Owners in the Cherokee Woods Development, on the Northeast corner of Broken Bow Trail and Broken Bow Court, Delafield, WI 53018)

This Shared Well Use & Maintenance Agreement (“Agreement”) is made and entered into as of the ____ day of August, 2026, by and among the owners of the following six (6) residential properties located in Waukesha County, Wisconsin:

1. Owner 1: Paul & Virginia Niebler

Address: 3447 Broken Bow Trail

2. Owner 2: John & Jeane Liska

Address: 973 Broken Bow Court

3. Owner 3: Gary & Deborah Hovila

Address: 3423 Broken Bow Trail

4. Owner 4: Brian & Elizabeth Findley

Address: 3553 Broken Bow Trail

5. Owner 5: Robert & Barbara Townsend

Address: 3515 Broken Bow Trail

6. Owner 6: Joseph & Lindsey Fano

Address: 3479 Broken Bow Trail

Collectively referred to as the **“Participants.”**

1. Purpose

The Participants share access to and benefit from a common water well located on the out lot of immediately adjacent to the properties of the six (6) owners (“Well Property”). This Agreement establishes each Participant’s rights and responsibilities regarding use, maintenance, repair, and cost-sharing for the shared well system.

2. Equal Ownership of Responsibilities

Although the well itself may be physically located on one parcel, all Participants agree that **each household holds an equal one-sixth (1/6) responsibility** for the operation, maintenance, repair, and necessary replacement of the shared well system, including but not limited to:

- Pump and pressure tank
- Electrical components
- Water lines serving the shared system
- Required testing, treatment, or regulatory compliance
- Emergency repairs

This Agreement does **not** create joint ownership of the land on which the well sits; it only governs shared use and shared responsibility.

3. Cost Sharing

3.1 Equal Division

All expenses related to the shared well system shall be divided equally among the six Participants (1/6 each), regardless of usage level, household size, or water consumption.

3.2 Payment Timing

The shared well system is **not funded in advance**. When expenses arise:

- The Participant who arranges or pays for the service shall provide written notice (email is acceptable) and a copy of the invoice to all other Participants.
- Each Participant shall reimburse their 1/6 share within **30 days** of receiving notice.

3.3 Emergency Repairs

If an emergency repair is required to maintain water service or prevent damage, any Participant may authorize the repair. All Participants remain responsible for their equal share of the cost.

4. Decision-Making

Non-emergency maintenance or upgrades expected to exceed \$20,000 require approval from at least **four of the six Participants**. Routine maintenance may be performed by any Participant without prior approval.

5. Access Rights

The Participants shall have reasonable access to the Well Property for inspection, maintenance, repair, or replacement of the shared well system. Access shall be coordinated with the Well Property owner when possible.

6. Transfer of Property

Upon sale or transfer of any Participant's property:

- This Agreement shall run with the land and bind future owners.
- The selling Participant shall disclose this Agreement to the buyer.
- The buyer shall assume all rights and responsibilities under this Agreement upon closing.

7. Indemnification

Each Participant agrees to indemnify and hold harmless the Well Property owner from liability arising solely from the presence of the well on their land, except for damage caused by the Well Property owner's intentional misconduct or negligence.

8. Dispute Resolution

Participants agree to attempt informal resolution of disputes. If unresolved, disputes shall be submitted to mediation before any legal action is taken.

9. Amendments

This Agreement may be amended only with written approval of at least **five of the six Participants**.

10. Entire Agreement

This Agreement represents the full understanding among the Participants regarding the shared well system and supersedes any prior informal or verbal arrangements.

CH. NR 112
VARIANCE DOCUMENT

Document No.

THIS SPACE RESERVED FOR DATA

The Wisconsin Department of Natural Resources grants an variance based on the provision of ch. NR 112, Wis. Adm. Code, for a private water system owned by Ronald W. Nickel

RETURN TO: Wisconsin DNR
Bureau of Water Supply
P.O. Box 7921
Madison, WI 53707

Tax Key #

dec 0826026

located in the SW 1/4 of the SW 1/4 of Section 27, T7N, R18E, Town of Delafield, Waukesha County.

Chapter NR 112, Wis. Adm. Code, requires a minimum specification of 400 yards between a well or reservoir and the nearest edge of an existing or proposed sanitary landfill.

The 3 private wells supplying potable water to the Cherokee Woods Addition Three subdivision will be located as described above within approximately 300 feet of the nearest edge of a former landfill.

The Department of Natural Resources hereby grants a variance for construction of each well of the private water supply system upon the following conditions:

1. That each of the wells shall be located as proposed, at least 600 feet from the nearest edge of the former landfill.
2. That the wells shall be constructed with the protective well casing extending entirely through the Niagara Dolomite and the Maquoketa Shale, set in an appropriately sized upper drillhole and sealed in place with neat cement grout applied by an approved tremie injection method.
3. That it shall be the responsibility of the property owner at the time the wells are constructed to provide any well driller contracted to construct wells on the above described property with a copy of this variance and the conditional approval so that the well driller is aware of the conditions of this approval.
4. That in the event that the actual construction of the wells on the above described property has not commenced within 1 year of the date of this variance, this variance and the approval shall become void.

2 pages

*Electronic for stamp - NO/Notha - divided between owner
Motor charge out - \$350 to replace*

- 2 -

5. That the property owner shall provide to the well driller contracted to construct the wells with the enclosed approval document assigning Wisconsin unique well numbers: CB210, CB211 and CB212 to wells: 005, 006 and 007 respectively and that the well driller shall report the construction of the well on the enclosed forms.
6. That this variance and approval is conditioned upon the property owner at the time the wells are constructed, having the notarized variance document recorded with each property title of the subdivision by the Waukesha County Register of Deeds prior to any sale of the subdivided lands.

Failure to comply with any term of this variance renders the variance void.

Dated this 23rd day of May, 1989.

William T. Rock

William T. Rock, Chief
Private Water Supply Section

This instrument was drafted by the Department of Natural Resources.

STATE OF WISCONSIN)
COUNTY OF DANE)

ss.

Signed before me this 23rd day of May, 1989.

Gene M. Everson

Notary Public State of Wisconsin
My commission expires 7/8/90.

8907\ws9nickl.jfs

WELL AGREEMENT AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners of Lots 38, 39, 40, 41, 42 and 43, Cherokee Woods Addition Three described in Exhibit "A" hereunto annexed, in order to provide a water system for domestic water use to service Lots 38, 39, 40, 41, 42 and 43, Cherokee Woods Addition Three

described on said Exhibit "A", do by their presence convey to the Trustee hereinafter named an easement as shown and described to maintain the water well supply equipment, water mains, and curb stops, hereinafter set forth, on the conditions and terms of this declaration; and that the undersigned do covenant and agree to be bound by the terms and conditions of this instrument, such terms and conditions being as follows, to-wit:

1. It is understood that there has been constructed a well and water supply equipment system upon the premises described on Exhibit "A" annexed hereto and that water mains and curb stops have been or shall be constructed to be connected to said well and installed as well described on Exhibit "A" hereunto annexed in such a manner so as to be available for connections to service the lots which are the subject of this agreement.
2. The undersigned lot owner of Lots 38, 39, 40, 41, 42 and 43, Cherokee Woods Addition Three shall have the right to take water from said well through such mains above described.
3. Each owner of each lot which is the subject of this agreement described on Exhibit "A" shall become the owner of an undivided interest in and to the well water supply equipment, water mains and curb stops.
4. The Trustee hereinafter referred to shall have the right to enter upon any portion of the premises carrying the water pipes, mains and curb stops for the purpose of making an inspection, repairs, upkeep and any other purposes which may be incidental to or necessary to the maintaining of the water supply system up to and including curb stops.
5. Each lot owner may connect to the water main for the purpose of supplying water to such building lot in such manner as may be directed by the Trustee; the laying and connecting of such pipes shall be at the expense of the individual lot owner. After connection to the system, the owner shall be obligated to make the payments provided in paragraph 6.

6. Each owner of any lot connected to the water system shall pay to the Trustee the sum of Two Hundred (\$200.00) Dollars per annum in advance, payable on January 2 of each year for water use, subject to the provisions hereinafter provided, which monies shall be used for the repair, maintenance, replacement, taxes and any and all other expenses incident to the operation and maintenance of the water system, mains and curb stops. The foregoing annual charge shall be prorated on a daily basis for the initial year in which a lot owner connects to such water system.

7. No lot not a part of this agreement shall be served with water from the said water system. No owner of any lot above described shall provide or dig any well for supplying water upon any portion of the premises hereinabove described, unless he shall properly terminate his participation in this agreement as hereinafter provided.

8. The owner of each lot shall have the right to free and unobstructed access of said water system, subject to the same right as the owners of each of the other lots, to the end that all of said owners may draw water from said system as herein provided. Such water system to be for domestic water use only.

9. Each owner of a lot shall be bound by the rules and regulations relating to the use of the water system as may be promulgated by the Trustee and approved by a two-thirds majority of the owners as hereinafter provided.

10. In the event that any owner shall fail to pay charges levied for the maintenance and upkeep of the water plant, then upon thirty (30) days notice, the water service of said lot may, upon a majority vote of the owners, be terminated or disconnected. The Trustee is empowered to take such action as is provided herein to carry out said majority vote of the owners. Such service shall be reinstated upon payment of all charges in arrears together with the cost of disconnecting and connecting the service.

11. Ronald W. Nickel shall be the Trustee until such time as the connection to the water system of all of the lots which are the subject of the agreement. During the first week in January after the connection of the lots which are the subject of this agreement, a Trustee shall be elected upon the following basis: A Trustee shall be selected annually for the purpose of managing and operating the water plant and water system. Such Trustee shall be elected at a meeting to be held during the first week of January in each year in the manner following: The then acting Trustee shall give ten (10) days notice to the owners of all lots improved with dwellings and connected to the water system, shown on the water system records, of the proposed meeting for the election of a Trustee; such meeting shall be held at a place in Waukesha County,

Wisconsin, designated by the Trustee, and reasonably convenient for the transaction of business; at such meeting, each owner shall be entitled to cast one (1) vote for each lot owned upon which a dwelling has been erected which is being serviced by the water system. A Trustee shall be elected at such meeting by a majority of votes cast, with two-thirds of the qualified voting members constituting a quorum; upon qualifying, the new Trustee shall receive from the retiring Trustee all books and records of the water system together with all funds on hand, and the new Trustee shall have the management and operation of the water system for the ensuing year, or until his successor is duly appointed and qualified. The first election shall take place during the first week in January following the connection of Lots 38, 39, 40, 41, 42 and 43, Cherokee Woods Addition

Three
as provided hereinabove. An Assistant Trustee shall also be elected at said meeting in the same manner as is hereinabove provided for the election of the Trustee. Said Assistant Trustee shall be empowered to perform all of the duties and shall fulfill all of the obligations of the Trustee as the Trustee shall determine, for the purpose of allowing proper administration of this agreement in the absence of the Trustee.

12. The Trustee shall have the right to operate and manage the water system and shall collect from the owner of each lot connected to the water system the charges required to be paid as hereinabove provided and shall keep said water system in good repair. Compensation, if any, to be paid to the Trustee shall be determined at the annual meeting of lot owners in which such Trustee is elected. The amount so fixed shall be approved by a majority of the votes cast at such meeting.

13. The Trustee shall keep the true and correct accounts of all income and expense which books of account shall be subject to the inspection of any of the lot owners which are the subject of this agreement at reasonable times.

14. The Trustee shall promulgate rules and regulations relating to the use of water supplied by the water plant, subject to the approval at an annual meeting of the owners of a majority of the lots improved with dwellings and connected to the water system. The Trustee shall when necessary adjust the payments provided for in paragraph 6 so as to assure sufficient funds to cover all expenses of operation and establish an adequate reserve for replacements subject to the approval at an annual meeting of the owners of a majority of the lots improved with dwellings and connected to the water system. In the event any major repairs or replacements are required and there are insufficient reserves to pay such amounts, said Trustee shall assess the owner of each lot upon which a dwelling has been erected an equal charge for such repair or replacement. Failure to pay such assessment within thirty (30) days notice thereof shall render such owner in default

and the Trustee may disconnect and sever such lot from the water system pursuant to the provisions of paragraph 10 above.

15. In the event of the death, resignation or incapacity of the Trustee, a meeting of all of the owners of the lots upon which dwellings shall have been erected and connected to the water system shall be called by any such lot owner. Such meeting shall be held upon the same conditions and under the same rules as an annual meeting for election of Trustee. The successor Trustee elected thereat shall serve until the next regular election to be held the following January.

16. The Trustee may be removed by an affirmative vote of owners of a majority of the lots improved with dwellings connected to the water system, for any cause, at a meeting called for that purpose. Said meeting may be called by any three (3) such lot owners upon ten (10) days notice.

17. The Circuit Court of Waukesha County, Wisconsin, shall have jurisdiction over this trust, and the owner of any lot may apply to said court by petition for instructions relating to this trust or any matter in connection with the operation of said water system.

18. This trust shall terminate as provided below:

(a) The Trustee shall transfer the within water system, facilities and easements to a governmental authority or to a public utility company controlled by the State Public Service Commission (1) at the request of, and upon such terms and conditions as may be approved by, the owner or owners of a majority of the properties connected to the system, or (2) upon the issuance of a judicial decree requiring such transfer. The term "transfer" as used herein shall include, but is not limited to, transfer by sale or as the result of condemnation proceedings. Immediately upon such transfer, this trust shall terminate.

(b) In the event that other adequate water service is provided through means other than the water supply system which is the subject of this agreement and facilities by a governmental authority or public utility company controlled by the State Public Service Commission, this trust shall terminate and the Trustee shall dispose of the within water system, facilities and easements upon such terms and conditions as may be approved by the owner or owners of a majority of the properties connected to the water system.

(c) Upon the termination of this trust, any proceeds from the disposition of the assets of the water system, other than cash reserves, shall be divided proportionately among the then owners of the lots which are a part of this agreement hereunto annexed (whether connected to the water system or not) in proportion to the lots owned by such owners.

(d) Upon the termination of this trust, any cash reserves shall be divided proportionately among the then owners of the lots improved with dwellings which are connected to the water system in proportion to the number of such dwellings owned by such lot owners.

19. This agreement may be amended at any annual or special meeting called for said purpose by the affirmative vote of owners of two-thirds of lots improved with dwellings and connected to the water system. Said meeting may be called by a Trustee or any five (5) of such lot owners upon ten (10) days notice.

20. Ronald W. Nickel does hereby represent that the water system above referred to will be installed and constructed in compliance with the standards of the State Board of Health and the State of Wisconsin and that said system is free and clear of any liens or encumbrances. The responsibility of Ronald W. Nickel, save for the construction and installation referenced above, shall cease at such time as the system is installed and houses have been connected to the system and a Trustee elected as set forth in paragraph 11 of this agreement.

21. Any notice required by this agreement shall be notice in writing and shall be deemed to have been made by the depositing of a written notice in the United States Mail properly addressed to the lot owner, securely enclosed in an envelope, postage duly prepaid, or by delivery of such written notice directly to the lot owner, personally, at his residence.

22. Any lot owner who is a member of this Well Agreement shall have the right to terminate his participation herein save for the easements created herein upon thirty (30) days written notice to the Trustee and each and every lot owner then participating in this agreement; provided, however, that such lot owner must pay in full all of his share of the current expenses for capital investment in and maintenance of the well system up to and including the day that said termination becomes effective. Upon termination, said lot owner explicitly forfeits any equity, right, title or other ownership interest in the assets of the water system.

23. All assessments made under this agreement shall be divided equally among the participating owners, and no assessment shall be made against any lot owner whose lot is unimproved and unconnected to the system. This paragraph may not be amended.

24. Exhibit "A", attached hereto, consists of a map designated as a water system designed for parts of the Cherokee Woods Addition Three and for the Fairfield Subdivision prepared by Welch, Hanson & Assoc., Inc., dated _____, along with a legal description of the easements for Lots 38,

39, 40, 41, 42 and 43, Cherokee Woods Addition Three

and contains _____ pages.

25. It is further specifically agreed that Ronald W. Nickel, his heirs, successors, assigns or permittees shall have the right during reasonable hours to procure water samples from dwellings erected on all lots which are subject to this agreement.

26. The foregoing shall be construed as covenants running with the land and shall be inserted by reference in all deeds conveying any part of the property described, and upon such conveyances shall be deemed to create easements in the land affected thereby, and shall inure to the benefit of the owners and their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, I have hereunto caused these presents to be executed this _____ day of _____, 1991.

Lots 38, 39, 40,
41, 42 and 43
Cherokee Woods
Addition Three

RONALD W. NICKEL

STATE OF WISCONSIN)

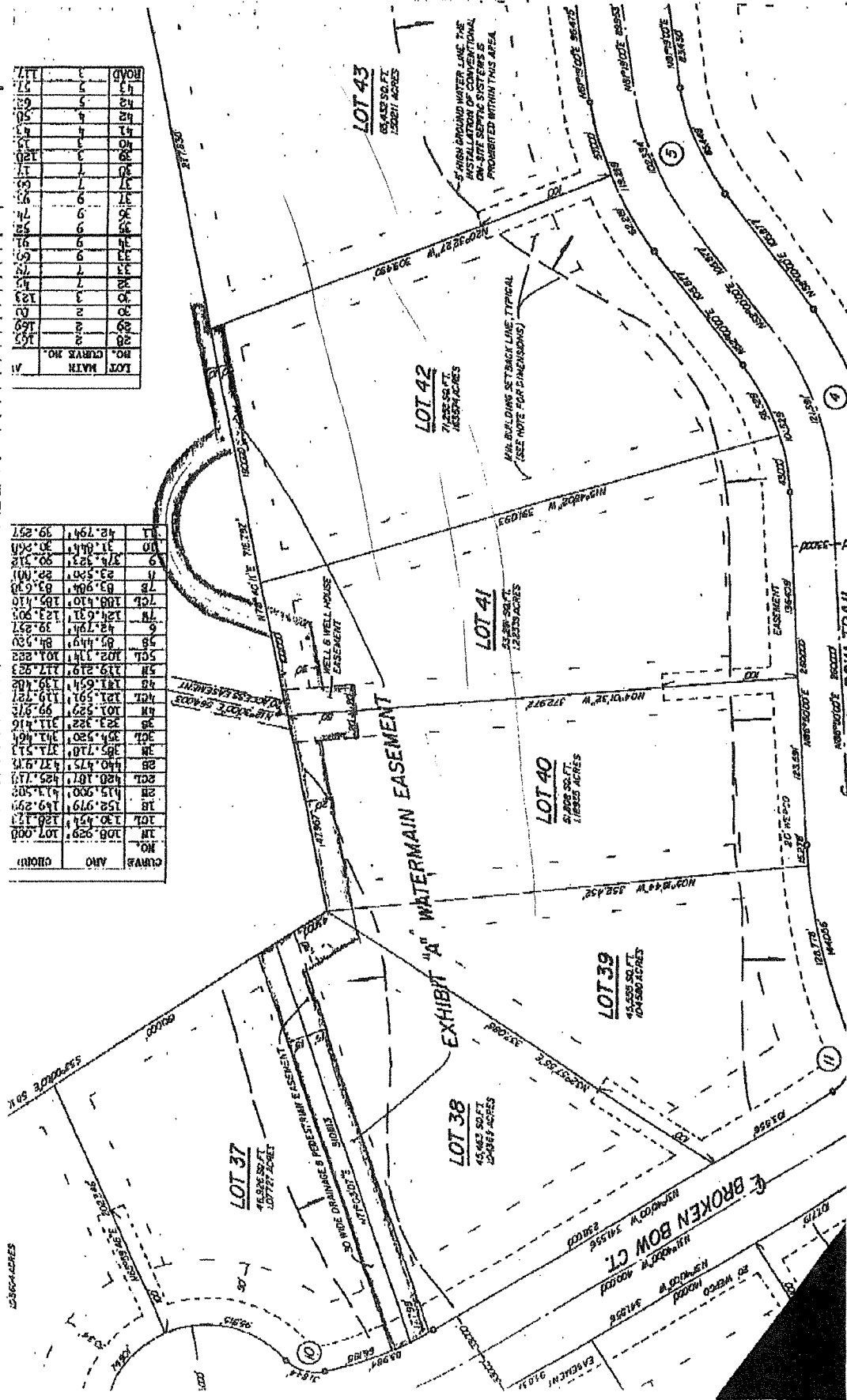
 ss
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 1991, the above-named Ronald W. Nickel to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
Waukesha County, Wisconsin
My Commission _____

Drafted by and return to:
Attorney William Chapman
156 E. Wisconsin Ave.
Oconomowoc, WI 53066

ERING, INC., ENGINEERING • PERM.



LOT	MAIN	NO. CURVES	NO.
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
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38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43

CURVE	NO.	AREA	CHORD
1	1	1.1	1.1
2	2	2.2	2.2
3	3	3.3	3.3
4	4	4.4	4.4
5	5	5.5	5.5
6	6	6.6	6.6
7	7	7.7	7.7
8	8	8.8	8.8
9	9	9.9	9.9
10	10	10.0	10.0
11	11	11.1	11.1
12	12	12.2	12.2
13	13	13.3	13.3
14	14	14.4	14.4
15	15	15.5	15.5
16	16	16.6	16.6
17	17	17.7	17.7
18	18	18.8	18.8
19	19	19.9	19.9
20	20	20.0	20.0
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22	22	22.2	22.2
23	23	23.3	23.3
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32	32	32.2	32.2
33	33	33.3	33.3
34	34	34.4	34.4
35	35	35.5	35.5
36	36	36.6	36.6
37	37	37.7	37.7
38	38	38.8	38.8
39	39	39.9	39.9
40	40	40.0	40.0
41	41	41.1	41.1
42	42	42.2	42.2
43	43	43.3	43.3

October 10, 1991

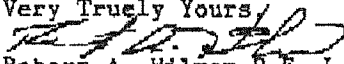
Ron Nickel
P. O. Box 306
Delafield, WI 53018

Dear Ron,

The following is the legal description for the easement for the well involving Lots 38-43 of Cherokee Woods Three Subdivision.

All that part of Lots 38, 39, 40, 41, 42, 43, and Outlot 1 of Cherokee Woods Three subdivision, bounded and described as follows: Commencing at the Northeast Corner of Lot 38 of Cherokee Woods Three subdivision; thence South 33° 00' 00" East along the East line of said Lot 38 43.000 feet; thence North 78° 40' 11" East along the North line of Lots 40 and 41 205.999 feet; thence North 19° 00' 00" East 38.087 feet; thence Easterly 180.816 feet along the arc of a curve having a radius of 75.000 feet and whose center lies to the South, chord bears North 88° 04' 00" East 140.100 feet; thence North 78° 40' 11" East and parallel to the North line of Lots 42 and 43 94.515 feet; thence South 11° 19' 49" East 10.000 feet; thence South 78° 40' 11" West along the North line of Lot 43 20.000 feet to the Northwest Corner of said Lot 43; thence South 20° 32' 27" East along the West line of said Lot 43 10.131 feet; thence South 78° 40' 11" West and parallel to the North line of Lot 42 94.622 feet; thence North 11° 19' 49" West 5.000 feet; thence Westerly 143.673 feet along the arc of a curve having a radius of 55.000 feet and whose center lies to the South, chord bears North 86° 09' 54.5" West 106.169 feet; thence South 19° 00' 00" West 61.142 feet; thence South 78° 40' 11" West and parallel to the North line of Lot 41 47.334 feet; thence South 04° 01' 32" East and parallel to the West line of Lot 41 22.319 feet; thence South 85° 58' 28" West 40.000 feet; thence North 04° 01' 32" West and parallel to the East line of Lot 40 27.272 feet; thence South 78° 40' 11" West 149.572 feet; thence North 33° 00' 00" West and parallel to the East line of Lot 38 44.648 feet; thence South 71° 03' 07" West and parallel to the North line of Lot 38 280.652 feet; thence Northerly 30.383 feet along the arc of a curve having a radius of 267.000 feet and whose center lies to the East, chord bears North 27° 51' 41" West 30.367 feet; thence North 71° 03' 07" East and parallel to the South line of Lot 37 308.774 feet; thence South 33° 00' 00" East along the East line of Lot 37 15.463 feet to the place of Commencement.

If you have any questions, please call.

Very Truly Yours,

Robert A. Hilmer P.E., L.S.

RAH/rh