Prepared By:
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PO Box 505
Onida, SD 57564
605-258-2546

REGISTER OF DEEDS HAND SEAL COUNTY STATE OF SOUTH DAKOTA

I certify the within instrument was filed for record
Doc: 202400960 Book: 93 MISC Page: 109 Pages: 16
Hand County, SD Rec Fee: $30.00 Trans Fee: $0.00
Recorded and Filed 12/2/2024 at 10:00 AM File #
Suzy Wernsmann, Register of Deeds
By_____, Deputy

SHARED WELL WATER AGEEMENT

This Agreement, made and entered into this 16th day of November, 2024 by and between Rita J. Ellsworth Living Trust, u/t/d August 1, 2003 of 501 W. 2nd Street, Miller, SD 57362 (life estate holder); Janice L. Purrington of 106 W 4th Avenue, Miller, SD 57362; Michael A. Ellsworth of 5510 Thistle Circle, Lincoln, NE 68516; Blayne Olson as Trustee of the Steven G. Ellsworth Irrevocable Special Needs Trust, u/t/d April 5, 2019, of 149 Polaris Avenue, Pierre, SD 57501; Kristen Rittel of 33057 202nd Street, Highmore, SD 57345; and, Sarah Theophilus of 4504 S. Florence Avenue, Sioux Falls, SD 57103 (collectively residuary owners), parties of the first part, hereinafter also referred to as the "**Supplying Party**", and Rita J. Ellsworth Living Trust, u/t/d August 1, 2003 of 501 W. 2nd Street, Miller, SD 57362 (life estate holder); Janice L. Purrington of 106 W 4th Avenue, Miller, SD 57362; Michael A. Ellsworth of 5510 Thistle Circle, Lincoln, NE 68516; Blayne Olson as Trustee of the Steven G. Ellsworth Irrevocable Special Needs Trust, u/t/d April 5, 2019, of 149 Polaris Avenue, Pierre, SD 57501; Kristen Rittel of 33057 202nd Street, Highmore, SD 57345 and Sarah Theophilus of 4504 S. Florence Avenue, Sioux Falls, SD 57103, parties of the second part, (collectively residuary owners) hereinafter also referred to as the "**Supplied Party**":

WITNESSETH: THAT WHEREAS, the **Supplying Party** consists of the foregoing life estate holder and the residuary owners of real property containing a well, described as: The Southeast Quarter (SE1/4) of Section One (1) in Township One Hundred Thirteen (113) North, Range Seventy (70), West of the 5th P.M., Hand County, South Dakota;

WHEREAS, the **Supplied Parties** consists of the foregoing life estate holder and the residuary owners of real property described as: the Southeast Quarter (SE1/4) and the Southwest Quarter (SW1/4) of Section Thirty-One (31) in Township One Hundred Fourteen (114) North, Range Sixty-Nine (69), and the Northeast Quarter (NE1/4) of Section One (1) in

Township One Hundred Thirteen (113) North, Range Seventy (70), West of the 5th P.M., Hand County, South Dakota;

WHEREAS, the well on **Supplying Party's** property is the water source for the **Supplying Party's** property and the hydrants located upon the **Supplied Parties'** property, collectively referred to as a water distribution system;

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 the properties connected thereto, for the use of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for agricultural purposes 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 the parcels described herein with water from the well for agricultural usage; and

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on The Southeast Quarter (SE¼) of Section One (1) in Township One Hundred Thirteen (113) North, Range Seventy (70), West of the 5th P.M., Hand County, South Dakota, the water lines to and the hydrants on the **Supplied Parties'** property shall be used exclusively by the **Supplied Parties and Supplying Party** or their authorized agents or occupants of the supplied parcels, or heirs, successors and assigns thereto, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns are hereby granted the right in common with the other parties to this Agreement, to draw water from the supplying property's well.

2. That the maintenance, replacement, improvements, inspection or testing, and repair of damages of lines shall be paid by the life-estate holder until termination of said life estate.

3. After expiration of the life estate, the maintenance, replacement, improvements, inspection or testing, and damages of lines located upon each Parties parcel shall be repaired by the owner of that parcel; and, all other necessary maintenance, replacement,

improvements, inspection, repair or testing or damages to the well itself shall be divided in equal thirds among the Supplying Party and Supplied Parties, it being understood that the Supplying Party and the Supplied Party shall pay an amount equal to one-third pro-rata total of such necessary repair or replacement in that all receive mutual benefit from the well.

4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water lines located beneath their respective land if the condition of his line is adversely impacting any other party to this agreement.

5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator, chosen by the parties, shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.

6. The parties 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 in the event that water supply is disrupted for non-payment of an electrical service necessary to pump water from the well.

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 construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.

8. That each party shall have the right to act to correct an emergency and shall have access to the pertinent parcel in the absence of the other. An emergency shall be defined as the failure of the well to deliver water or any significant water leak.

9. That only those parcels of real estate hereinabove described shall be permitted to receive water from said well, added lines and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, to take, draw, use, divert or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel without written permission

of all parties, nor shall additional hydrants be attached without the consent of all the parties.

10. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in this Shared Well Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Hand. Upon termination of participation in this Agreement, the owner which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

11. That the term of this Agreement shall be perpetual, except as herein limited and 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.

12. It is specifically agreed that if ever additional Supplied Parties are added to this agreement, the owner Supplying Party parcel and the Supplied Party parcels must first consent in writing, and the added party must agree to pay his pro-rata costs and the terms hereof.

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

Signature pages to follow

PARTY OF THE FIRST PART (SUPPLYING PARTY):

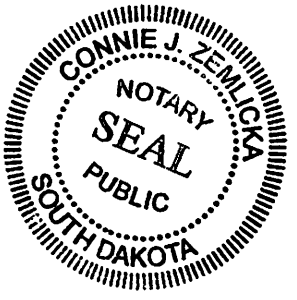
Dated this 8th day of October, 2024.

Rita J. Ellsworth

Rita J. Ellsworth Living Trust, u/t/d
August 1, 2003
Rita J. Ellsworth-Trustee

County of Hand)
)ss
State of South Dakota)

Sworn and subscribed before me this 8th day of October, 2024.



Connie J. Zemlicka
Notary Public

My commission expires: 8-26-2027

PARTY OF THE FIRST PART (SUPPLYING PARTY):

Dated this 8th day of October, 2024.

Janice L. Purrington

Janice L. Purrington

County of Hand)
)ss
State of South Dakota)

Sworn and subscribed before me this 8th day of October, 2024.

SUZY WERNSMANN
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public

My commission expires: 3-20-2025

PARTY OF THE FIRST PART (SUPPLYING PARTY):

Dated this 7th day of October, 2024.

Michael A. Ellsworth

County of Lancaster)
)ss
State of NE)

Sworn and subscribed before me this 7 day of Oct, 2024.

Stephanie J Cuddy
Notary Public

My commission expires: 7-19-25

GENERAL NOTARY-State of Nebraska
STEPHANIE J CUDDY
My Comm. Exp. July 19, 2025

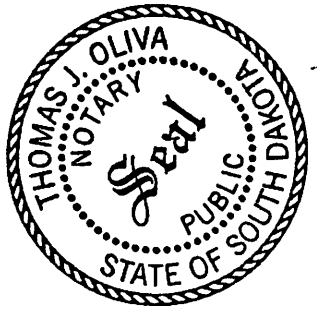
PARTY OF THE FIRST PART (SUPPLYING PARTY):

Dated this 1st day of November, 2024.

Steven G. Ellsworth Irrevocable Special
Needs Trust, u/t/d April 5, 2019
BY: Blayne Olson - Trustee

County of Hughes)
)ss
State of South Dakota)

Sworn and subscribed before me this 1 day of November, 2024.



Notary Public

My commission expires: Thomas J. Oliva
My Commission Expires
July 29, 2030

PARTY OF THE FIRST PART (SUPPLYING PARTY):

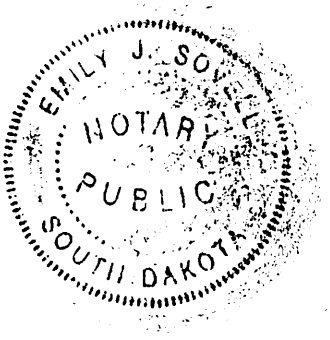
Dated this 10 day of October, 2024.

Kristen Rittel

Kristen Rittel

County of Hyde)
)ss
State of South Dakota)

Sworn and subscribed before me this 10 day of OCTOBER, 2024.



Notary Public

My commission expires: 2.28.29

PARTY OF THE FIRST PART (SUPPLYING PARTY):

Dated this 16 day of November, 2024.

Sarah Theophilus

Sarah Theophilus

County of Minnehaha)
)ss
State of South Dakota)

Sworn and subscribed before me this 16th day of November, 2024.

AMY L. MOLENDA
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

Amy Molenda

Notary Public

My commission expires: 5-16-2029

PARTY OF THE SECOND PART (SUPPLIED PARTIES):

Dated this 8th day of October, 2024.

Rita J. Ellsworth

Rita J. Ellsworth Living Trust, u/t/d
August 1, 2003
Rita J. Ellsworth-Trustee

County of Hand)
)ss
State of South Dakota)

Sworn and subscribed before me this 8th day of October, 2024.

CONNIE J. ZEMLICKA NOTARY SEAL PUBLIC SOUTH DAKOTA

Connie J. Zemlicka
Notary Public

My commission expires: 8-26-2027

PARTY OF THE SECOND PART (SUPPLIED PARTIES):

Dated this 8th day of October, 2024.

Janice L. Purrington

Janice L. Purrington

County of Hand)
)ss
State of South Dakota)

Sworn and subscribed before me this 8th day of October, 2024.

SUZY WERNSMANN
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public

My commission expires: 3-20-2025

PARTY OF THE SECOND PART (SUPPLIED PARTIES):

Dated this 7th day of October, 2024.

Michael A. Ellsworth

County of Lancaster)
)ss
State of NE)

Sworn and subscribed before me this 7 day of Oct, 2024.

Notary Public

My commission expires: 7-19-25

GENERAL NOTARY-State of Nebraska
STEPHANIE J CUDDY
My Comm. Exp. July 19, 2025

PARTY OF THE SECOND PART (SUPPLIED PARTIES):

Dated this 1st day of November, 2024.

Steven G. Ellsworth Irrevocable Special
Needs Trust, u/t/d April 5, 2019
BY: Blayne Olson - Trustee

County of Hughes)
)ss
State of South Dakota)

Sworn and subscribed before me this 1 day of November, 2024.

THOMAS J. OLIVA NOTARY PUBLIC Seal STATE OF SOUTH DAKOTA

Notary Public

My commission expires: Thomas J. Oliva My Commission Expires July 29, 2030

PARTY OF THE SECOND PART (SUPPLIED PARTIES):

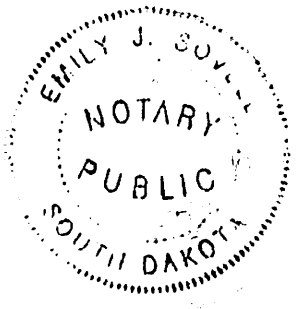
Dated this 10 day of October, 2024.

Kristen Rittel

Kristen Rittel

County of Hyde)
)ss
State of South Dakota)

Sworn and subscribed before me this 10 day of October, 2024.



Notary Public

My commission expires: 2-28-29

PARTY OF THE SECOND PART (SUPPLIED PARTIES):

Dated this 16 day of November, 2024.

Sarah Theophilus

Sarah Theophilus

County of Minnehaha)
)ss
State of South Dakota)

Sworn and subscribed before me this 16th day of November, 2024.

AMY L. MOLENDA
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

Amy Molenda

Notary Public

My commission expires: 5-16-29