

Document Number

WELL AGREEMENT

Parcel 1:

Lot Fourteen (14) of SCHOOL VIEW SUBDIVISION in the Village of Howards Grove, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Parcel 2:

Lot Thirteen (13) of SCHOOL VIEW SUBDIVISION in the Village of Howards Grove, Sheboygan County, Wisconsin, according to the recorded plat thereof.

WHEREAS, LAUREN D. THIEL, hereinafter referred to as THIEL, is the owner of the above-described Parcel 1, which has not yet been developed;

WHEREAS, BRIAN L. SIEGERT and MONICA E. SIEGERT, hereinafter referred to as SIEGERT, are the owners of the above-described Parcel 2, which has not yet been developed;

A common well will be located on the property line between Parcel 1 and Parcel 2. In consideration of the mutual advantages resulting to them from this common well, the parties do agree as follows:

1. THIEL and SIEGERT shall share the cost of drilling the well and have the use of the common well for the purpose of drawing water for ordinary household purposes. Water shall not be drawn from the well for the use of persons other than occupants, tenants, or invitees.
2. THIEL and SIEGERT shall each have their own pump and shall be responsible for the maintenance and care of their pump and all pipes and equipment running from the well to their pump. They each shall also be responsible for the furnishing of all electricity necessary for the operation of their pump.
3. The owners of each parcel shall be permitted to trespass over the other parcel for the sole purpose of maintaining any pipes and other equipment necessary for the use and enjoyment of the common well. The land over the well and immediately adjacent to the well shall not be appropriated for, occupied, or in any manner used in such a way as to obstruct and disturb the free passage of water and/or the maintenance of the well and its appurtenances.
4. In the event that the well needs to be replaced, the parties must jointly agree to drill a new common well and must also agree to the location of the well and the allocation of any costs. Upon the completion of the drilling of the new common well and any additional repair work, this Agreement shall apply to the new common well in the same way and to the same extent that it applies to the present common well.
5. In the event water is made available to the parties from a municipal water supply, and the present well must be abandoned, the parties will equally share the cost of abandonment, and this agreement shall terminate.
6. The parties shall jointly indemnify each other against any loss or damage resulting from any direct act or the exercise of their rights under this Agreement. In the event of any damage to the well resulting from the direct act or the exercise of any rights by the parties, the owner whose acts or exercise of rights caused the damage shall restore the common well to the condition existing immediately prior to the damage.
7. This agreement shall be perpetual. It is understood that this agreement attaches to the real estate and is binding upon the heirs, legal representatives and assigns of the parties and future owners of both parcels.

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SHEBOYGAN COUNTY, WI
RECORDED ON

1998-05-19 03:25 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

Rec. Fee: 12.00
Tran. Fee: 0.00

008999 0006

This space reserved for Recording Data

Name and Return Address

Attorney Michael J. Vowinkel
Rohde, Dales, Melzer, Te Winkle & Gass
312 Pine Street, P. O. Box 139
Sheboygan Falls, WI 53085-0139

660013 & 660014
(Parcel Identification Number)

Dated this 15th day of May, 1998.

Lauren D. Thiel


Brian L. Siegert

Monica E. Siegert

Acknowledgment

STATE of WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 15th day of May, 1998, the above named Lauren D. Thiel, and Brian L. Siegert and Monica E. Siegert, husband and wife, to me known to be the persons who executed the foregoing instrument and acknowledge the same.


Scott M. Schreiber, Notary Public
Sheboygan County, Wisconsin
My Commission expires November 28, 1999.

This Instrument was drafted by Michael J. Vowinkel

