

PARTY WELL AGREEMENT

THIS AGREEMENT, entered into this 28th day of March, 1979, by and between DAVID NOEL and JANIS NOEL, his wife, hereinafter referred to as "First Parties", and STEVEN STEINHARDT, hereinafter referred to as "Second Party".

WHEREAS, First Parties are the owners of record of the following described real estate situated in the Town of Mitchell, Sheboygan County, Wisconsin, described as follows:

Lot 4 of Certified Survey Map recorded in Volume 4
of Certified Survey Map, Page 270, Document No.
1031656.

and;

WHEREAS, Second Party is the owner of record of the following described real estate located in the Town of Mitchell, Sheboygan County, Wisconsin, to-wit:

Lot 3 of Certified Survey Map recorded in Volume 4
of Certified Survey Map, Page 270, Document No.
1031656.

WHEREAS, the two parcels of real estate herein described adjoin each other and it is the desire of the parties hereto to construct jointly a well on the borderline separating the two properties for the purpose of furnishing a domestic water supply to each of said residential properties.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter stated, the parties do hereby agree as follows:

1. That a well shall be constructed on the approximate boundary line separating the properties of the parties hereto and each shall pay one-half of the cost thereof.
2. The well to be constructed shall have two electric pumps installed so that each property shall be serviced by their individual pumps

and shall be connected to the electric meter pertaining to each property of the parties so that the electric energy necessary to operate the individual pumps shall be separately billed to each party by the utility furnishing such electrical energy.

- 3. Each party hereto shall bear the expense occasioned in connecting their respective properties to the well such as trenching to lay the conductive water pipe and electrical connections between the well and the dwelling house of the respective parties hereto.
- 4. Each party hereto grants to the other an easement over as much land belonging to the respective parties hereto as may become necessary for the construction and maintenance of the well, pump and pipes.
- 5. It is agreed between the parties hereto that the water taken from the well shall be used for domestic uses for single family dwelling only and the parties shall use only such water as is usual and necessary for domestic purposes and at no time shall any commercial use be made of the water from the joint well.

The covenants herein contained shall be regarded as covenants running with the land and shall bind the parties hereto, their successors and assigns.

Dated this 28th day of March, 1979.

David L Noel
David Noel

Janis K. Noel
Janis Noel

FIRST PARTIES

Steven S. Steinhardt
Steven Steinhardt

SECOND PARTY

STATE OF WISCONSIN)
)
SHEBOYGAN COUNTY)

Personally appeared before me this 28th day of March, 1979, the above named DAVID NOEL and JANIS NOEL, his wife, and STEVEN STEINHARDT, to me known to be the persons who executed the above and foregoing instrument and acknowledged the same for the uses and purposes therein set forth.

G. D. Gaynor
G. D. Gaynor
Notary Public, Sheboygan County, WI
My Commission is Permanent.

1979 APR 5 PM 2 03



581693 000004.00 JR

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 5th day of
April... A. D. 1979 at 2:03
o'clock P....M., and Recorded in Vol.
855 Records on page 286/B.

Harold J. Becker Register