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RECORDED
SHEBOYGAN COUNTY, WI

Darius J. Naval Registrar
In Vol. 1331 of
Rec'd on page 74 of 5

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WELL AGREEMENT

THIS AGREEMENT, made by and between Kevin S. Bruggink and Luann K. Ebbers-Bruggink, husband and wife, hereinafter referred to as "Party of the First Part", and Michael K. Scott and Dorothy A. Scott, hereinafter referred to as "Parties of the Second Part".

WHEREAS, Parties of the first part are the owners of the premises in the Village of Howards Grove, Sheboygan County, Wisconsin, described as:

Lot Number Nine (9), of the Plat of Woodview, Howards Grove, Wisconsin.

WHEREAS, Party of the Second Part is the owner of the premises in the Village of Howards Grove, Sheboygan County, Wisconsin described as: Lot Thirty-two (32) of the Second Addition to the plat of Woodview, Village of Howards Grove, Sheboygan County, Wisconsin.

001E4053 0005 LITE \$6.00
001E4053 0005 LITE \$2.00
001E4053 0005 LITE \$4.00

WHEREAS, the above described premises are adjoining and there is a well located upon the premises known as Lot Nine, and said well is owned equally by Parties of the First Part and by Party of the Second Part.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein contained, the parties do hereby agree as follows:

1.) That the well located upon Lot Nine of the premises of the Parties of the First part shall be owned equally by said parties, and specifically, that the Parties of the First Part, its heirs and assigns shall and do have a one-half interest therein, and the Party of the Second Part, their successors and assigns, shall and do have a one-half interest therein.

2.) That the Parties of the First Part, its heirs and assigns, and Party of the Second Part, their successors and assigns, shall have the mutual right to use water from the said well for domestic purposes and may make and maintain connection with said well to their respective dwellings.

3.) That Parties of the First Part, its heirs and assigns, and Party of the Second Part, their successors and assigns, shall share equally in the costs of maintaining said well, and for such purposes each party may enter upon the premises of the other party to affect necessary repairs.

4.) It is further agreed and understood that the electrical energy required to operate the mechanical devices related to said well, shall be separately measured by meters installed upon the premises of each party hereto so that monthly bills will be submitted to each party by the utility for such energy costs.

5.) The Covenants herein contained shall be regarded as a covenant running with land hereinabove described and shall be binding upon the parties hereto, their heirs, personal representative, successors and assigns.

IN WITNESS WHEREOF, the above named parties have set their hands and seals
this 17th day of January, 1994.

Kevin S. Bruggink SEAL
Kevin S. Bruggink

Luann K. Ebbers-Bruggink SEAL
Luann K. Ebbers-Bruggink
(PARTY OF THE FIRST PART)

Michael K. Scott SEAL
Michael K. Scott

Dorothy A. Scott SEAL
Dorothy A. Scott
(PARTIES OF THE SECOND PART)

ACKNOWLEDGEMENT
STATE OF WISCONSIN

Sheboygan County

Personally came before me this 17th day
of January, 1994, the above named Kevin
S. Bruggink, Luann K. Ebbers-Bruggink
and Michael K. Scott and Dorothy A.
Scott to me known to be the persons who
executed the foregoing instrument and
acknowledge the same.

Maree T. [Signature]
Notary Public, Sheboygan County, WI
My commission expires [Date]
Date: _____ 19 96

This instrument drafted by
Act: First Realty Services, Inc.
Fritz Grunewald
4024 Hwy 42 N
Sheb WI 53083

