

WELL AGREEMENT

THIS INDENTURE made by and between Steven L. Milz and Deanna D. Milz, husband and wife, parties of the first part and John F. Harms and JoAnn B. Harms, husband and wife, parties of the second part,

WHEREAS, the parties of the first are the owners of the following described real estate, to-wit:

Lot Six (6), Block Six (6), Plat of Stonebridge Crossing Addition No. Three (3), Village of Howards Grove, Sheboygan County, Wisconsin.

Tax Key Number: 59135-660115

WHEREAS, the parties of the second part are the owners of the following described real estate, to-wit:

Lot Seven (7), Block Six (6), Plat of Stonebridge Crossing Addition No. Three (3), Village of Howards Grove, Sheboygan County, Wisconsin.

Tax Key Number: 59135-660116

WHEREAS, there exists a well located on the premises of the parties of the first part, and

WHEREAS, both parties desire to enter into an agreement to provide water for both lots above described,

NOW, THEREFORE, the parties agree as follows:

CONVEYANCE OF EASEMENT

Each party grants to the other the right to use the well which is the subject of this agreement, and to maintain a water line leading from said well onto each lot. The land on which said well is located under which the water lines shall run shall not be appropriated, occupied or used in any manner that would obstruct the other party's free flow of the water from said well or access necessary to maintain the well and its appurtenances.

To the extent necessary, each party grants the other the right to trespass upon the premises of the other for purposes of inspection, maintenance, installation and repair of the water line, well pump and appurtenances attached to the well.

COPY

Recording Area

Name and Return Address

**Attorney John N. Gunderson
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081**

Neither party shall convey the right to use the well to any other premises or lot not described herein.

EXPENSES

Each party shall bear their own expenses in using the well, including maintenance of their separate pump, pressure tank and water line leading from the well to their respective residence. In addition, each party shall be responsible for the cost of electricity to operate their separate pump.

The parties shall share the cost and expense of maintaining the well in good repair.

USES OF WATER

The parties shall be restricted to use of said water for drinking and sanitary purposes of residential use and for such other reasonable and normal residential uses, but not for the purpose of filling any swimming pool constructed below or above or partially above the ground having a diameter of more than six (6) feet and a depth of twelve (12) inches.

AVAILABILITY OF WATER

In the event the existing well is not able to supply both lots with a continuous water supply for the normal and reasonable residential uses set forth herein, the rights granted under this Well Agreement shall terminate. If any documentation is required to be prepared to reflect the termination of this Agreement, the parties agree that they will prepare such documentation and cause it to be recorded in the office of the Register of Deeds.

NATURE OF EASEMENT

The easement, obligations and rights described herein are to and shall run with both lots described in this Well Agreement and shall be for the benefit and use of all parties of the lots described above, their heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF the parties have heretofore set their hands and seals this 16th day of April, 2011.



Steven L. Milz
Party of the First Part

Deanna D. Milz
Deanna D. Milz
Party of the First Part

STATE OF WISCONSIN)
 : ss.
SHEBOYGAN COUNTY)

Personally came before me this 16 day of April, 2011, the above named Steven L. Milz and Deanna D. Milz, Parties of the First Part, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Colleen A Minster
* Colleen A Minster (print name)
Notary Public, Sheboygan County, Wisconsin.
My Commission is: 6-23-13

John F. Harms
John F. Harms
Party of the Second Part

JoAnn B. Harms
JoAnn B. Harms
Party of the Second Part

STATE OF WISCONSIN)
 : ss.
SHEBOYGAN COUNTY)

Personally came before me this 15th day of April, 2011, the above named John F. Harms and JoAnn B. Harms, Parties of the Second Part, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Colleen A Minster
* Colleen A Minster (print name)
Notary Public, Sheboygan County, Wisconsin.
My Commission is: 6-23-13

Drafted By:
Olsen, Kloet, Gunderson & Conway
Attorney John N. Gunderson

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