

SHARED WELL AGREEMENT

Document Number

Document Title

DOC# 696461



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WAUPACA COUNTY

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GEORGE E. JORGENSEN REGISTER OF DEEDS

Fee Amount: \$17.00

Recording Area

17/4

Name and Return Address

John Hart
100 S. Main St
Waupaca WI 54981

21-06-23-8

Parcel Identification Number (PIN)

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SHARED WELL AGREEMENT

This agreement made and concluded by and between Pfunett, LLC, first party, and Reek Properties, LLC, second parties,

WHEREAS, first party is the owner of a parcel of land located in Waupaca County, Wisconsin described as follows:

Lot 1 of Certified Survey Map No. 6262 recorded July 6, 2004 in Vol. 22 CSM, page 123 as Doc.No. 694304, Waupaca County Register of Deeds, being part of the SW1/4 NW1/4, Section 6, T21N, R13E, Town of Weyauwega, Waupaca County, Wisconsin

AND WHEREAS, second parties are the owners of a parcel of land in Waupaca County, Wisconsin, described as follows:

Lot 1 of Certified Survey Map No. 6270 recorded July 29, 2004 in Vol. 22 CSM, page 140, as Doc.No. 695529, Waupaca County Register of Deeds, being all of Lot 2 of CSM #6262-22-123 and located in SW1/4 NW1/4 of Section 6, T21N, R13E, Town of Weyauwega, Waupaca County, Wisconsin.

AND WHEREAS, there is a well and pump located on the parcel owned by first party, and said well is deemed by the parties hereto to be of adequate capacity to supply each of the parcels described above with water for all commercial purposes anticipated by the parties.

AND WHEREAS, the parties are desirous of sharing said well and pump for the consumption of water by the occupants of said properties,

NOW THEREFORE, in consideration of the covenants and agreement hereafter set forth, the parties agree that the well and pump aforesaid shall be used by the parties hereto upon the following terms and conditions:

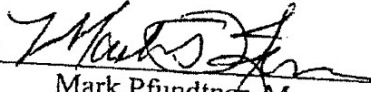
- 1) That the parties hereto are hereby granted the right in common with the other party to draw water from said well for the exclusive benefit of their respective parcels.

- 2) The parties shall equally pay the cost of ~~operation~~, maintenance and repair of said well and pump.
- 3) That each of the parties shall maintain and repair their own water pipes, and they shall be solely responsible for the expenses of said maintenance of the pipe from the well location and extending to their respective buildings.
- 4) Each of the parties hereto does hereby grant to the other, such easements over, across and through the respective parcels as shall be reasonably necessary to maintain said well, pump and water lines.
- 5) Operating expenses related to ownership and operation of the well and its equipment, including any personal property tax and electricity shall be paid by first party, its successors and assigns without contribution from second party, its successors and assigns provided that the use of second parties premises continues as a heating and cooling contractor or a similar business. Inspections and parts replacement shall be considered maintenance and not operating expenses.
- 6) That only those properties hereinabove described and the buildings located thereon or to be built in the future shall be permitted to receive water from said well and pump and at no time shall the parties allow other persons to take, draw or use water from said well.
- 7) That the benefits and burdens of the agreement shall constitute a covenant running with the land herein described and shall be binding on the heirs, successors in interest and assigns of the parties hereto.

Dated this 16 day of August, 2004.

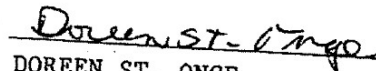
Pfunett, LLC

By

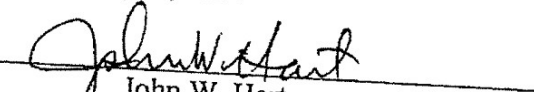

Mark Pfundtner, Manager

Reek Properties, LLC

By


DOREEN ST. ONGE

Signatures of Mark Pfundtner and
DOREEN ST. ONGE authenticated this 16
day of August, 2004


John W. Hart
Member of State Bar of Wisconsin