

WELL AGREEMENT

THIS AGREEMENT, made between Tracy Auch and Gene K. Auch, husband and wife, party of the first part, and LaValley Nature and Equine Sanctuary, Inc., a Wisconsin corporation, party of the second part.

WITNESSETH:

WHEREAS, Tracy Auch and Gene K. Auch are the owners in fee simple of the following described real estate situated in the Town of Rhine, Sheboygan County, Wisconsin, to-wit:

Lot 1 of Certified Survey Map recorded in Volume ____ of Certified Survey Maps, page ____, Document No. _____, being part of Tract 1, Volume 6 of Certified Survey Maps, page 52, and the N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 26, T. 16 N., R. 21 E., Sheboygan County, Wisconsin.

Tax Parcel #: Part of 59018256782

WHEREAS, LaValley Nature and Equine Sanctuary, Inc., is the owner in fee simple of the following described real estate situated in the Town of Rhine, Sheboygan County, Wisconsin, to-wit:

Lot 2 of Certified Survey Map recorded in Volume ____ of Certified Survey Maps, page ____, Document No. _____, being part of Tract 1, Volume 6 of Certified Survey Maps, page 52, and the N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 26, T. 16 N., R. 21 E., Sheboygan County, Wisconsin.

Tax Parcel #: Part of 59018256782

WHEREAS, Tracy Auch and Gene K. Auch are the owners of a well situated on their parcel of real estate described above,

WHEREAS, both of the parties desire to obtain water from said well, and each party has its own well pump in the well.

NOW, THEREFORE, the parties hereto, in consideration of the covenants and agreements of the other herein contained and of the sum of One Dollar (\$1.00) to each in hand paid by the other, the receipt of which is hereby acknowledged, have covenanted and agreed and each of them does hereby covenant and agree with the other as follows:

CONVEYANCE OF EASEMENT

The party of the first part grants to the party of the second part an easement to a well located on the party of the first part's property for the purposes of maintaining the pipe leading to

the party of the second part's property to draw water from the well located upon the property of the party of the first part.

Said lands on which said well is located and under which the water line runs shall not at any time thereafter be appropriated for, occupied, or in any manner used in such a way to obstruct or disturb the free passage of water from said well for the enjoyment and use of each of the parties.

Tracy Auch and Gene K. Auch, the party of the first part, hereby grants to LaValley Nature and Equine Sanctuary, Inc., the party of the second part, the right of access upon that portion of Tracy Auch and Gene K. Auch's premises for the purposes of inspection, maintenance, installation and repair of the well and the waterlines and electric supply leading from said well.

EXPENSES

The parties hereto agree to share equally the expense of any maintenance necessary on the well located on the properties belonging to Tracy Auch and Gene K. Auch. However, should either of the parties, by its negligence or intentional act cause damage to the well or its appurtenance, the party causing such damage shall be wholly liable for the payment necessary to correct and repair such damage.

Under this Agreement, the maintenance expenses shall include all necessary repairs to the well itself. Each party, however, shall be individually responsible for and pay all expenses related to such party's well pump supplying water to the party.

Each party shall be responsible for maintaining the lateral line leading from the well to its premises at its own expense and shall bear any expense of maintenance or replacement wholly themselves.

USES OF WATER

The parties hereto agree that the current uses of the water from the well mentioned herein shall be considered the normal and regular uses of the water from said well and neither party shall substantially deviate from its usage as it exists at the time of this Agreement.

AVAILABILITY OF WATER

In the event the existing well is not able because of the available water supply to furnish a continuous water supply for the normal and reasonable uses thereof, the rights granted under this Well Agreement shall terminate and the parties hereto shall convey by proper legal document its terminations of rights under said Agreement.

NATURE OF EASEMENT

The easement obligations and rights described herein are to and shall run with premises described herein and shall be for the benefit and use of the owners of the premises described herein, their heirs, successors, Personal Representatives or assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of _____, 2021.

Tracy Auch

Gene K. Auch

LaValley Nature and Equine Sanctuary, Inc.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF SHEBOYGAN

This instrument was acknowledged before me on _____ by
Tracy Auch and Gene K. Auch.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF SHEBOYGAN

This instrument was acknowledged before me on _____ by
_____.

Name: _____
Notary Public, State of Wisconsin
My commission expires _____

This instrument was drafted by:
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