

Document Number

Well Agreement

Document Title

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SHEBOYGAN COUNTY, WI
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ELLEN R. SCHLEICHER
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Name and Return Address

TRACY RUCH AND GENEIC RUCH
N8002 STATE HWY 57
EIKHART LAKE, WI 53020

5908256782

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

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 30 of Certified Survey Maps, pages 272/4, Document No. 2128451, being part of Tract 1, Volume 6 of Certified Survey Maps, page 52, and the N½ SE¼ NE¼, 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 30 of Certified Survey Maps, pages 272/4, Document No. 2128451, being part of Tract 1, Volume 6 of Certified Survey Maps, page 52, and the N½ SE¼ NE¼, 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.

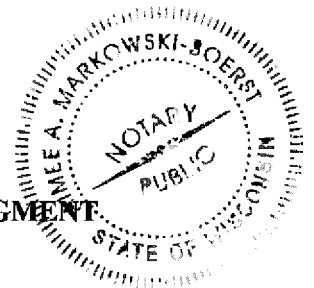
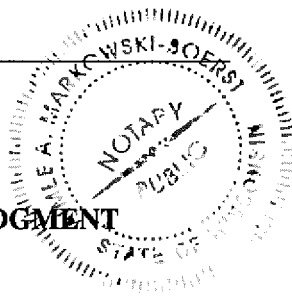
IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 23 day of Dec., 2021.

LaValley Nature and Equine Sanctuary, Inc.

Tracy Auch
Tracy Auch

By: Dana
Name: Dana Schmidt
Title: President

Gene K Auch
Gene K. Auch



ACKNOWLEDGMENT

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STATE OF WISCONSIN
COUNTY OF SHEBOYGAN

STATE OF WISCONSIN
COUNTY OF SHEBOYGAN

This instrument was acknowledged before me on Dec. 23, 2021 by Tracy Auch and Gene K. Auch.

This instrument was acknowledged before me on Dec. 23, 2021 by DANA SCHMIDT.

Aimee A. Markowski-Boerst
Name: AIMEE A. MARKOWSKI-BOERST
Notary Public, State of Wisconsin
My commission expires: 3.5.25

Aimee A. Markowski-Boerst
Name: AIMEE A. MARKOWSKI BOERST
Notary Public, State of Wisconsin
My commission expires: 3.5.25

This instrument was drafted by:
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