

WELL AGREEMENT

0739622

Document Number

Document Title

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SALLY BARBEAU
REGISTER OF DEEDS
FOND DU LAC COUNTY, WI

Recording Area

Name and Return Address
NETT LAND & DEVELOPMENT
W3880 MCCABE RD.
MALONE, WI 53049

Parcel Identification Number (PIN)

THIS AGREEMENT is made by and between Nett Land & Development, Inc., party of the first part, and Stephen Romberger and Barbara U. Romberger, husband and wife, party of the second part.

WITNESETH:

THAT, WHEREAS, the party of the first part is the owner of the following described premises, situated in Fond du Lac County, Wisconsin, to-wit:

Lot Four (4) of Pheasant Run Subdivision, in the Southwest 1/4 Northeast 1/4 of Section 29, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

And, the party of the second part is the owner of the following described premises, also situated in Fond du Lac County, Wisconsin, to wit:

Lot Three (3) of Pheasant Run Subdivision, in the Southwest 1/4 Northeast 1/4 of Section 29, Township 15 North, Range 18 East, Town of Empire, Fond du Lac County, Wisconsin.

AND, WHEREAS, the parties agree to jointly drill a well upon the property line adjoining their properties, and the parties having heretofore agree, and do hereby mutually agree, for the joint use of said well by both parties, their respective heirs, representatives and assigns, for the term of this Agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties, from and after the date hereof, as follows:

1. That both parties for themselves, their heirs, representatives and assigns, do hereby grant to each other, the right and permission to obtain water from said well as they shall require for their ordinary and normal residential use, or as their heirs, representatives and assigns shall require for their ordinary and normal residential use. Use other than ordinary residential use shall be approved in writing by both parties prior to said use.
2. It is agreed that all reasonable expenses in connection with the original drilling costs, repair maintenance and upkeep of said well shall be the equal responsibility of both parties. Each party shall pay for their own expenses for the upkeep of the pump, piping, and associated equipment which are used exclusively to carry water to their own property. The parties intend to install their own separate pump, well pipe and associated equipment and piping so that the well itself is the only jointly used item and all other equipment shall be used exclusively by the parties providing the same. Each party shall provide electrical power to their own equipment.
3. Neither of the parties make any representations or guarantees about the quality or quantity of water available from said well. Should the well fail, the parties shall have no obligation to drill a new well and if either party chooses not to do so, this agreement shall be null and void. Should municipal and/or state actions, rules, regulations, ordinances or laws prevent the use of said well as set forth in this agreement, then this agreement shall be null and void. Both parties agree not to interfere with the other party's use of the well as set forth herein.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
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- 4. Notwithstanding, the actual location on or over a lot line, the pumps, piping and other equipment located at the well now and for all times are owned solely by the party who placed the same at the well.
- 5. This agreement shall run with the land and shall bind each of the parties hereto, their heirs and assigns forever.

Dated this 11th day of February, 2002.

Nett Land & Development, Inc.

By: Michael J. Nett
Michael J. Nett, President

By: Neal A. Nett
Neal A. Nett, Vice President

STATE OF WISCONSIN)
) ss:
COUNTY OF FOND DU LAC)

Personally came before me this 11th day of February, 2002, the above named Michael J. Nett and Neal A. Nett, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lori L. Burbach
Lori L. Burbach
Notary Public, Fond du Lac County, State of Wisconsin
My Commission Expires: March 14, 2004

This document was drafted by Neal A. Nett

Dated this Jan day of 14, 2002

By: Stephen Romberger
Stephen Romberger

Barbara U. Romberger
Barbara U. Romberger

DL W R516-7804-3413-06

Personally came before me this 14 day of January, 2002, the above named Stephen Romberger and Barbara U. Romberger to me known to be the persons who executed the foregoing instrument and acknowledged the same.

DL Wis. R516-0784-8621-05

Darlene J. Remus
Notary Public, Fond du Lac County, State of Wisconsin
My Commission Expires: 6/12/2005
Darlene J. Remus