

634559

WATER AGREEMENT

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Document Number

Document Title

GRANT COUNTY, WI  
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THIS AGREEMENT, is made between Darrell C. Crapp and Diana M. Crapp, husband and wife, hereinafter called Well Owner, and Tony D. Crapp and Jena R. Crapp, husband and wife, as survivorship marital property, hereinafter called Water User.

WHEREAS, Well Owner is the owner of the following described real estate in Grant County, WI:

The West Half (W ½) of the Northwest Quarter (NW ¼) of Section 14; the South Half (S ½) of the Southwest Quarter (SW ¼) and the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 11, all in Township 3 North, Range 3 West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

WHEREAS, Water User is the owner of the following described real estate in Grant County, WI:

A parcel of land located in the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 11, Town Three (3) North, Range Three (3) West, Potosi Township, Grant County, Wisconsin, as described as Lot One (1) in Certified Survey Map No. 804 recorded in the office of the Register of Deeds for Grant County, Wisconsin, in Volume 6 of Certified Survey Maps on Page 193, as Document Number 631636;

AND WHEREAS, a well located on Well Owner's land described above serves water to Water User's land described above and the parties desire to enter into an agreement for the joint use of said well.

IT IS HEREBY AGREED as follows:

1. Term. This agreement runs with the land and binds and benefits the parties, their heirs and assigns, except as provided in paragraph 3 below.
2. Maintenance. The parties using the well shall share equally in the cost of maintenance of the well. Maintenance shall include any repairs to the pump, including the purchase of a new pump, new well casing, and any other maintenance needed to supply water to the above described real estate. Well Owner shall be solely responsible for the maintenance of any water lines up to the connection to Well Owner's dwelling and Water User shall be solely responsible for the maintenance of any water lines up to the connection to Water User's property.
3. Use of Well. If Water User places a well on Water User's property, this agreement terminates.
4. Electricity. All electricity costs shall be paid to the utility company by Well Owner. Water User shall pay \$100.00 to Well Owner on December 1 of each year for Water User's prorata share of the electricity expense. This amount shall be increased 3% per year, or by the CPI for that year, whichever is greater, for each year this agreement is in effect.
5. Easement. The parties grant an easement over their respective parcels so that any party may enter onto the lands of the other for purposes of this agreement.

6. Assignment. This agreement may not be assigned by Water User to additional parties.

7. Hold Harmless. Water User agrees to hold Well Owner harmless for any cause of action whatsoever arising out of Water User's use of water under this agreement, specifically including any action for direct, incidental, consequential, or punitive damages which Water User may incur due to the quality or quantity of water produced by the well; Water User further covenants not to sue upon any such claim, and to indemnify the Well Owner for all costs and expenses Well Owner may incur in defending any such claim.

THIS AGREEMENT, shall bind the heirs, successors and assigns of the parties.

EXECUTED this 27<sup>th</sup> day of November, 2001.

WELL OWNER:

Darrell C. Crapp (SEAL)  
Darrell C. Crapp

Diana M. Crapp (SEAL)  
Diana M. Crapp

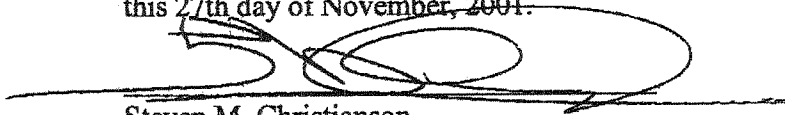
WATER USER:

Tony D. Crapp (SEAL)  
Tony D. Crapp

Jena R. Crapp (SEAL)  
Jena R. Crapp

AUTHENTICATION

Signatures of Darrell C. Crapp, Diana M. Crapp, Tony D. Crapp and Jena R. Crapp authenticated this 27<sup>th</sup> day of November, 2001.



Steven M. Christianson  
TITLE: MEMBER STATE BAR OF WISCONSIN

This instrument was drafted by Steven M. Christianson of Lancaster, Wisconsin.