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WELL AGREEMENT AND  
EASEMENT

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Title of Document

See attached.

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Dodgeville WI 53538

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*Shirley J. Grokopp, Deputy*  
DIXIE L. EDGEE, Iowa Co. Register of Deeds

Record this document with the Register of Deeds

Name and Return Address:

Atty Margaret M Koehler  
Koehler & Pfothenauer SC  
265 High Street, PO Box 109  
Mineral Point, WI 53565

(Parcel Identification Number)

**WELL AGREEMENT AND EASEMENT**

This Agreement is between Thomas Tredinnick and Julie Tredinnick, husband and wife (hereinafter "Sellers"), and Neil Anglin and Evelyn Anglin, husband and wife (hereinafter "Buyers").

***RECITALS:***

WHEREAS, Sellers wish to convey their premises located at 776 County Trunk Highway J, Mifflin, Iowa County, Wisconsin, and legally described as follows:

See attached legal description to Buyers; and

WHEREAS, Buyers wish to purchase the above described premises from Sellers; and

WHEREAS, Sellers wish to retain an easement for use of the well and pipeline apparatus located on the above described premises, said well located near the driveway which is located on the above described premises, as part of the terms and conditions of the sale; and

WHEREAS, Buyers are agreeable to granting to Sellers an easement on the above described premises for use of the well and pipeline apparatus located on the above described premises.

***AGREEMENT:***

NOW, THEREFORE, based on the above recitals and upon consideration, receipt of which is acknowledged by execution of this agreement, the parties agree as follows:

1. Upon the sale of the above described premises from Sellers to Buyers, Buyers grant to Sellers and Sellers hereby retain an easement located on the above described premises for Sellers' use of the well and pipeline apparatus located on the above described premises.
2. It is anticipated that Sellers shall use the driveway located on the above described premises for their main access to the well and pipeline apparatus.
3. Said easement and agreement shall be granted to Sellers, their heirs, successors and assigns; Buyers, their heirs, successors and assigns, subject to said easement and agreement.
4. Said easement shall be a perpetual, non-exclusive easement for use of the well water and pipeline apparatus which service not only the above described premises, but the premises which are adjacent to the above described premises which shall be retained by Sellers.
5. Until Buyers start to occupy the above described premises, Sellers shall pay the cost of any electricity associated with the use of the well.
6. Once the Buyers start to occupy the above described premises (occupy being defined as starting construction on the above described premises), then the Buyers shall pay for

the electricity associated with the use of the well; however Sellers shall pay a prorated amount of the electricity on the land during the grazing months, i.e. April of each year through October 31 of each year. The prorated payment shall be figured on a monthly average of the months that Sellers paid on the premises before the Buyers occupied the premises.

- 7. Maintenance and cost of maintenance of the easement shall be as follows:
  - A. As to any cost, expense or repair associated with the well, the parties agree to split equally all maintenance costs;
  - B. As to the maintenance of the pipeline which services the Sellers' pasture, any costs, expenses or repairs to said pipeline shall be the Sellers' cost. As to all other pipelines, the cost, expenses and repairs of those pipelines shall be the Buyers' cost.

8. The purpose of the easement is so that Sellers are able to water Sellers' livestock. This is the only purpose for the easement.

Dated this 29<sup>TH</sup> day of August, 2001.

Thomas Tredinnick  
Thomas Tredinnick, Seller

Julie Tredinnick  
Julie Tredinnick, Seller

NEAL Neil Anglin  
Neil Anglin, Buyer

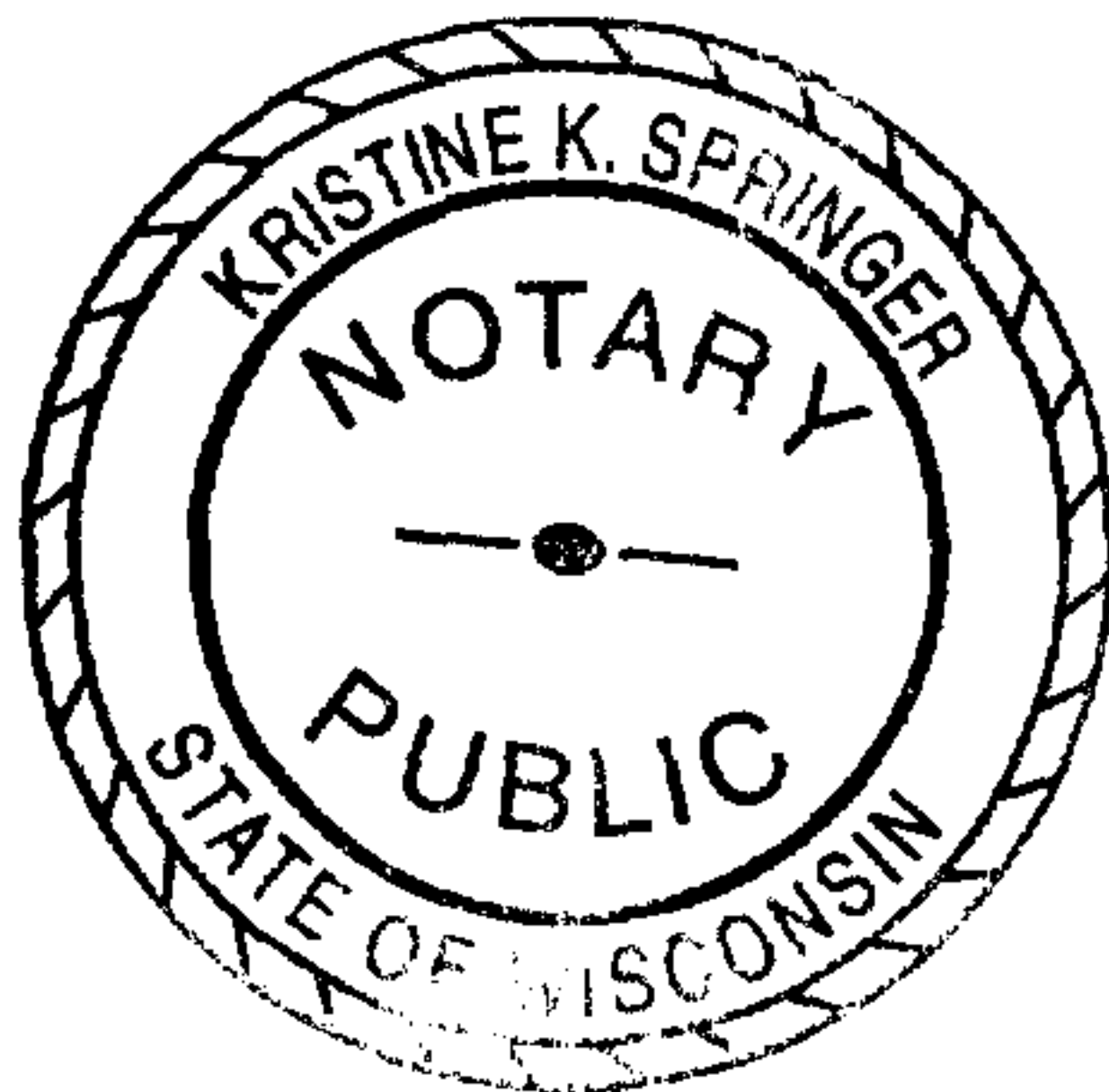
Evelyn Anglin  
Evelyn Anglin, Buyer

Subscribed and sworn to before me  
this 29<sup>TH</sup> day of August, 2001.

Kristine K. Springer

Notary Public, State of Wisconsin  
My commission expires 11-24-2002

This instrument drafted by:  
Atty. Margaret M. Koehler  
Koehler & Pfothauer, S.C.  
265 High Street, P.O. Box 109  
Mineral Point, WI 53565



PARCEL DESCRIPTION:

A parcel of land located in part of the SW 1/4 of the NE 1/4, SE 1/4 of the NE 1/4, NW 1/4 of the SE 1/4, NE 1/4 of the SE 1/4, and SW 1/4 of the SE 1/4 of Section 1, T4N, R1E, Mifflin Township, Iowa County, Wisconsin, to wit:

Commencing at the N 1/4 CORNER of said Section 1; thence SOUTH, 2554.57'; thence EAST, 747.05' to the POINT OF BEGINNING, said point being in the centerline of County Trunk Highway J and the beginning of a traverse easterly along the same as follows; thence N 89° 03' 56" E, 314.27'; thence N 89° 41' 45" E, 235.23' to the point of curvature of a tangent curve, concave to the south, having a radius of 3561.55' and a central angle of 2° 17' 50"; thence easterly along said curve, a distance of 142.81', the chord of which bears S 89° 09' 20" E, 142.80' to the end of said centerline traverse; thence S 14° 54' 13" E, 589.77'; thence S 15° 49' 47" W, 607.45'; thence S 16° 33' 11" W, 597.22'; thence N 57° 48' 16" W, 666.67'; thence N 39° 08' 17" W, 236.91'; thence N 5° 57' 35" W, 938.51'; thence N 87° 52' 08" E, 370.13'; thence N 15° 46' 56" W, 245.64' to the POINT OF BEGINNING; said described parcel containing 32.07 acres, more or less. Parcel is subject to an easement for County Trunk Highway J. Parcel is subject to any easements or restrictions of record.