

R75-05323

FEB 4 1976

RECORDED
DU PAGE COUNTY
1975 FEB -4 PM 2:30

R75-05323

Guy [Signature]

WELL AGREEMENT

THIS AGREEMENT entered into this 5th day of December, 1974, by and between WILLIAM [REDACTED] CLARENE [REDACTED] his wife, (hereinafter referred to as "Parties of the First Part"), and JAY [REDACTED] and KATHY [REDACTED] his wife, (hereinafter referred to as "Parties of the Second Part"),

W I T N E S S E T H:

WHEREAS, Parties of the First Part are the owners of the following described real estate:

Lots 64 and 65 in Taylor & Powers Garden Acres, being a Subdivision in the North half of Section 34, Township 39 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded September 19, 1929 as Document 286552 in DuPage County, Illinois.

and

WHEREAS, Parties of the Second Part are the owners of the following described real estate:

Lots 66 and 67 in Taylor & Powers Garden Acres, being a Subdivision in the North half of Section 34, Township 39 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded September 19, 1929 as Document 286552 in DuPage County, Illinois.

and

WHEREAS, Parties of the First Part and Parties of the Second Part commonly share a well located on the boundary lines of Lots 65 and 66 of the above described real property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. Parties of the First Part and Parties of the Second Part, their respective heirs, successors and assigns, are entitled in perpetuity, to receive water from said well free of charge in quantities limited only by capacity of said well.

2. The owners of the property on which said well is located bear no responsibility as to the quality of the water and consumption of water from said well is and shall be at the users own risk.

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R76-65323

3. To assure the quality of the water, the owners of the aforementioned properties will have infrequent purity tests conducted by the DuPage County Board of Health and all costs associated with such purity tests will be shared equally by the two property owners.

4. All costs associated with the well, and associated equipment such as the water-pump, switches, main water-line, shall be divided equally between the two property owners. Such costs shall include, but not be limited to the electricity for operating the well pump, maintenance and repair costs, equipment, labor and service costs to keep the well in proper working order.

5. Any person who is not a party to this Agreement but who shall become an owner of one or more of the aforementioned properties shall be entitled to receive water from said well under the terms and conditions of this Agreement, provided that the person or persons become a party to this Agreement.

6. The present property owners agree to inform any and all prospective buyers of their respective property of the contents of this Agreement and amendments thereto without fail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above mentioned.

William

 William

Clare

 Clare

Jay

 Jay

Kathy

 Kathy

R75-5323

STATE OF ILLINOIS)
) SS
 COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WILLIAM [REDACTED]

R75-05323

and CLARENE [redacted] his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of December, 1974.

[Signature]
Notary Public

R75-5323

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAY [redacted] and KATHY [redacted] his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of December, 1974.

[Signature]
Notary Public

Return to
CENTURY TIME COMPANY
1974