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BURGR HOMESTEAD

3.003 ACRES

W. HWY 44

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## WELL AGREEMENT

The parties to this agreement are LADIMIR BURGR AND JACQUELINE BURGR, husband and wife, hereafter referred to as BURGRS and ~~HEIDI~~ HILLENBRAND, hereafter referred to as HILLENBRAND,

**HEIDI**

WHEREAS, the BURGRS are the owners of LOT ONE (1) OF LADD SUBDIVISION, AS SHOWN BY PLAT RECORDED IN BOOK 26 OF PLATS ON PAGE 96 IN THE OFFICE OF THE REGISTER OF DEED, PENNINGTON COUNTY SOUTH DAKOTA upon which a cased water well is located which they completed at a cost of \$12,995.90;

AND, WHEREAS, HILLENBRAND purchased from BURGRS, LOT TWO (2) OF LADD SUBDIVISION, AS SHOWN BY PLAT RECORDED IN BOOK 26 OF PLATS ON PAGE 96 IN THE OFFICE OF THE REGISTER OF DEED, PENNINGTON COUNTY SOUTH DAKOTA, and desires to obtain a water supply from the existing water well and pump which the BURGRS drilled and own located on the real estate described in the above paragraph. HILLENBRAND shall pay \$6,497.95 to BURGRS at the time of the execution of this agreement, receipt of which is hereby acknowledged by BURGRS, which is ½ of the cost of the well and installing the casing, the pump and pumping equipment, electric line and all equipment for the well and water system for the use of the existing water well and pump. The well shall be owned jointly by the BURGRS and HILLENBRAND and HILLENBRAND shall have right to obtain water from it under the terms of this agreement and BURGR shall continue to obtain water from it.;

AND, WHEREAS, said well and described equipment is to supply water to the above described lots and the above described well will only be used to supply water only to the above described two lots;

AND, WHEREAS, HILLENBRAND purchased above described LOT TWO (2) OF LADD SUBDIVISION from the BURGRS and the parties hereto desire to have a written Agreement setting forth the terms and conditions regarding the use of the water well and system located on BURGRS real property above described and the payment for water and expenses for the operation of the water system;

NOW, THEREFORE IT IS HEREBY AGREED THAT:

1. All expenses for repairs and maintenance to said well and accessories including all water lines used in common shall be shared equally by the respective owners of each lot. Each party shall maintain their water lines from the well and system to their cistern and from their cistern to their houses and private water services at their expense.

Each party must construct, install and maintain their own cistern of at least 1,500 gallons, pressure tank and pressure pump on their own real property and this shall include all necessary control equipment to operate each parties water system. A solenoid switch shall be installed by HILLENBRAND on the system and well pump to regulate the well pump into each cistern when the other user is not using the same. The main control panel for the well pump is located and shall remain on the BURGR property. Electric service for the well pump is from the BURGR electric system and shall remain until provisions are made as hereinafter set forth. Each parties cistern and pressure pump shall be connected to their own electric system. Each party shall install, repair and maintain the water line from the well and well pump to their cistern.

2. The owner of each lot agrees to give the necessary access to any portion of his property as may be necessary to repair or maintain the water system. The HILLENBRAND shall have access on the BURGRS property to install a water line to the water well which water line shall be installed and maintained by the HILLENBRAND at their expense and cost and they shall restore the surface to its previous condition at their expense.

3. The HILLENBRAND shall have the right to use such water as necessary from the well for one residence, for domestic use only on their lot which shall include a garden of not more than 10,000 sq. ft., a lawn of not more than 20,000 sq. Ft., and domestic animals as allowed by the covenants. Only one water service on each property shall be allowed.

J.B.  
J.M.

R.H.

4. The owner of each lot shall pay one-half of all costs to operate the water system. The BURGRS have paid for the well drilling and casing and shall be reimbursed for 1/2 of the cost thereof. The electric service for the well will be from BURGRS meter and BURGRS shall estimate the electric cost so long as this procedure is followed., HILLENBRAND shall pay 1/2 of the electric cost which shall not be less than \$20.00 per month after HILLENBRAND shall commence the use of water and if a separate meter is installed for the well it shall be paid 1/2 by each party. Either of the lot owners may require that water furnished to each lot be metered and, in such case, each lot owner shall pay the portion of the total expenses as his usage bears to the total water used by the two lots. HILLENBRAND shall not pay any electric costs until she starts using water.

5. No additional property shall be connected to said water system unless agreed to by both lot owners.

6. The HILLENBRAND shall not be obligated for any costs for maintenance, repairs or operating of the water system until such time as she commences the use of water from the system and once HILLENBRAND commences use of water from that time on she shall pay without interruption 1/2 of any costs for maintenance, repairs or operating of the water system and of the electric costs.

7. Notwithstanding anything to the contrary that is contained herein, neither HILLENBRAND nor her successors in title shall have any obligation to construct or install any cistern, pressure tank, pressure pump, or other improvement relating to the well until such time as HILLENBRAND or her successors in title, as the case may be, decide to do so. Any delay on the part of HILLENBRAND or her successors in title in so constructing improvements related to the water shall not affect the validity or term of this agreement.

This agreement shall constitute covenants and easements which run with the land described above and shall be binding upon the parties, their heirs, representatives, or assigns and shall be appurtenant to the property of both parties..

Dated this 6 day of May, 1997.

*Ladimir Burgr*  
LADIMIR BURGR

*Jacqueline Burgr*  
JACQUELINE BURGR  
*Hedi Hillenbrand*  
HEDI HILLENBRAND  
*POA*

STATE OF South Dakota  
) SS.  
COUNTY OF Pennington

On this the 6th day of May, 1997, before me, the undersigned officer, personally appeared LADIMIR BURGR AND JACQUELINE BURGR, husband and wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

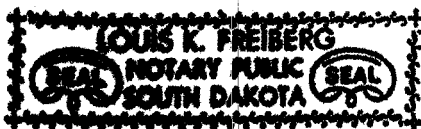
In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

My Commission Exp. Sept. 11, 2000

(SEAL)

*James K. Kirby*  
Notary Public



STATE OF SOUTH DAKOTA )

) SS.

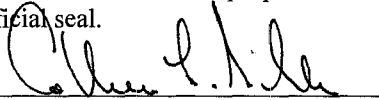
COUNTY OF PENNINGTON )

RAY J. HILLEWBRAND  
WITH POWER OF ATTORNEY  
FOR HEIDI E. HILLEWBRAND

On this the 6th day of May, 1997, before me, the undersigned officer, personally appeared ~~HEIDI HILLEWBRAND~~

~~HEIDI HILLEWBRAND~~, known to me or satisfactorily proven to be the persons whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Public

My Commission Expires: 9-10-2003

(SEAL)

This document was prepared by Louis K. Freiberg, Attorney, 101 St. Joe Street, Rapid City, S.D.  
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