

WELL AGREEMENT

THIS INDENTURE, Made between THOMAS N. SCHUELLER and ELIZABETH M. SCHUELLER, his wife, parties of the first part, and EGGEBEEN BUILDERS, INC., a Wisconsin corporation, JOHN M. CRABTREE and ELIZABETH R. CRABTREE, his wife, and THOMAS D. BEAUMONT and PEGGY J. BEAUMONT, his wife, parties of the second part,

WITNESSETH:

WHEREAS, THOMAS N. SCHUELLER and ELIZABETH M. SCHUELLER, his wife, are owners in fee simple of the following described real estate situated in the Town of Wilson, Sheboygan County, Wisconsin, to-wit:

Lot Five (5), Block One (1), Plat of Plainwood,

and,

WHEREAS, EGGEBEEN BUILDERS, INC., is the owner in fee simple of the following described real estate situated in the Town of Wilson, Sheboygan County, Wisconsin, to-wit:

Lots One (1), Two (2) and Four (4), Block One (1)
Plat of Plainwood,

and,

WHEREAS, JOHN M. CRABTREE and ELIZABETH R. CRABTREE, his wife, are owners in fee simple of the following described real estate situated in the Town of Wilson, Sheboygan County, Wisconsin, to-wit:

Lot Six (6), Block One (1), Plat of Plainwood,

and,

WHEREAS, THOMAS D. BEAUMONT and PEGGY J. BEAUMONT, his wife, are owners in fee simple of the following described real estate, situated in the Town of Wilson, Sheboygan County, Wisconsin, to-wit:

Lot Three (3), Block One (1), Plat of Plainwood,

and,

WHEREAS, the parties of the first part are owners of a well situated

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on their real estate at said Lot Five (5), in Block One (1), Plat of Plainwood,
and,

WHEREAS, all of the parties desire to obtain water from said well,
as to each and every lot above described,

NOW, THEREFORE, the parties hereto in consideration of the covenants
and agreements of the other herein contained and of the sum of One (\$1.00) Dollar
to each in hand paid by the other, the receipt of which is hereby acknowledged, have
covenanted and agreed and each of them does hereby covenant and agree with the
other as follows:

CONVEYANCE OF EASEMENT

The parties of the first part and the parties of the second part hereto and
hereby grant to each and every lot above described the right to use the well located
in the Southwesterly corner of Lot Five (5), together with a main water line running
from said well in a Westerly direction within the Southerly Ten (10) feet of Lot One
(1) and also running Southeasterly and then Northeasterly within the Southerly Ten
(10) feet of said Lot Five (5), said Southerly border running first Southeasterly on
a line North $56^{\circ}-57'-49''$ West, Two Hundred Thirty-eight and $44/100$ (238.44) feet
and thence Northeasterly along the Northwestern line of Sunnyside Court, to the
Southwesterly corner of Lot Six (6) of said Subdivision, together with the right of
laterals from said main line to all of said lots of all parties.

The said land on which said well is located and under which said main
pipe and laterals run shall not at any time hereafter be appropriated for, occupied,
or in any manner used in such a way as to obstruct or disturb the free passage of
water from said well for the enjoyment and use of all the lots and parties hereto.

The parties of the first part and the parties of the second part hereby grant
to each other the right of trespass upon that portion of their respective premises as
to all lots above described for purposes of a main pipe or lateral running or leading

to the said well, said right of trespass to be for the purpose of inspection, maintenance, installation, and repair of said water main pipe and laterals and well.

EXPENSES

EGGEBEEN BUILDERS, INC., one of the parties of the second part, agrees to construct at its expense the main line and laterals to all lots above described.

The parties agree to share the cost and expenses of maintaining the above described well and its pump, in good repair, including replacement, if necessary, excepting electricity, in equal shares as to the number of lots involved and described above. Failure to pay said equal share of repairs when due, shall cause interest to accrue at a rate of twelve (12%) percent per annum and after a period of ninety (90) days or more in default of said payments, the party or parties in default shall cease to have any rights under this agreement.

Cost of electricity utilized in the operation of said pump and well, shall be apportioned equally among all lots stated above, upon which residences are constructed and are users of water from said well.

MAINTENANCE AND REPAIRS

The repairs and maintenance to be undertaken and performed under this agreement shall include, the pump, the well, and the main water line, all electrical wiring and attachments necessary for the operation of said well. All such repairs or maintenance which shall be deemed necessary and advisable in order to furnish water to all the lots stated above, shall be borne by the parties and each shall assume their proportionate share of financial liability for the cost of said repairs and maintenance. Each party shall be responsible for all expenses expended for repair and maintenance of the lateral water lines running from the main water line to and upon their respective premises.

USES OF WATER

The owners of all lots shall be restricted to use of said water for drinking and sanitary purposes for residential use and for such other reasonable and normal

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residential uses and specifically as to any pools constructed below or wholly or partially above the ground having a diameter of more than ten (10) feet shall not be changed as to the water more than twice in any one year.

PAYMENT OF ELECTRICITY

The owners of all the lots stated above shall pay each and every month on the first day of each month to the owner of Lot Five (5), his proportionate share of electrical cost for the preceding month. Failure to pay said amount of any owner's electrical cost when due shall cause interest to accrue at the rate of twelve (12%) percent per annum. In the event of default upon such payments, an owner shall forfeit all rights under this agreement, if said proportionate share of the electrical cost is unpaid ninety (90) days or more after it is due to the owner of said Lot Five (5).

AVAILABILITY OF WATER

In the event that at any date the existing well is not able because of the available water supply to furnish all the above named lots a continuous water supply for the normal and reasonable residential uses, the rights granted under this well agreement shall terminate as to any of the above named lots upon which no residence has been completed for residential purposes, and such owner of said lot or lots shall convey by proper legal document the termination of his rights to the use of the well to all the other owners remaining as parties to the well agreement, and the remaining users shall release any rights they may have had as a result of the well agreement as to the lots so terminated.

The easement and obligations and rights described herein is to and shall run with all the lots described in this well agreement and shall be for the benefit and use of all owners as to the lots described above, their heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands
and seals this 31 day of JULY, 1974.

Thomas N. Schueller (SEAL)
THOMAS N. SCHUELLER

Elizabeth M. Schueller (SEAL)
ELIZABETH M. SCHUELLER

EGGEBEEN BUILDERS, INC.

By: John Eggebeen (SEAL)
JOHN EGGBEEN, President

Countersigned:

By: Gerald R. Eggebeen (SEAL)
GERALD R. EGGBEEN, Secretary

John M. Crabtree (SEAL)
JOHN M. CRABTREE

Elizabeth R. Crabtree (SEAL)
ELIZABETH R. CRABTREE

Thomas D. Beaumont (SEAL)
THOMAS D. BEAUMONT

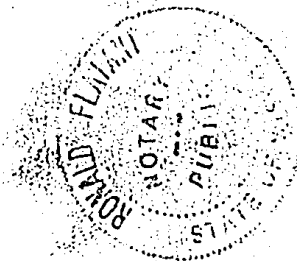
Peggy J. Beaumont (SEAL)
PEGGY J. BEAUMONT

STATE OF WISCONSIN)
: ss.
SHEBOYGAN COUNTY)

Personally came before me this 31st day of JULY, 1974, the
above named Thomas N. Schueller and Elizabeth M. Schueller, his wife, to me
known to be the persons who executed the foregoing instrument and acknowledged
the same.

Ronald F. Flinn

Notary Public, Sheboygan Co., Wisconsin
My Commission July 23, 1978



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STATE OF WISCONSIN)
 : ss.
 SHEBOYGAN COUNTY)

Personally came before me this 1st day of August, 1974, the above named John Eggebeen, President, and Gerald R. Eggebeen, Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority,

James H. Heikman
 Notary Public, Sheboygan Co., Wisconsin
 My Commission exp. 3/5/78

STATE OF WISCONSIN)
 : ss.
 SHEBOYGAN COUNTY)

Personally came before me this 2nd day of August, 1974, the above named John M. Crabtree and Elizabeth R. Crabtree, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James H. Heikman
 Notary Public, Sheboygan Co., Wisconsin
 My Commission exp. 3/5/78

STATE OF WISCONSIN)
 : ss.
 SHEBOYGAN COUNTY)

Personally came before me this 13th day of August, 1974, the above named Thomas D. Beaumont and Peggy J. Beaumont, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James H. Heikman
 Notary Public, Sheboygan Co., Wisconsin
 My Commission exp. 3/5/78

1974 AUG 14 PM 2 49

This Instrument Drafted By:
 Attorney John N. Gunderson

REGISTER'S OFFICE
 SHEBOYGAN COUNTY, WISCONSIN

Received for Record the 14th day of
Aug. A. D. 1974 at 2:49
 o'clock P. M., and Recorded in Vol. 732
 of Records on page 111/16

Harvey F. Beckner Register

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