

DOCUMENT #

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WELL AGREEMENT

REGISTER'S OFFICE
RACINE COUNTY, WI

Document Number

Document Title

RECORDED

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REGISTER OF DEEDS

Recording Area

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Name and Return Address

Dover Deer Meadows, LLC
1020 West Blvd.
Racine, WI 53405

Parcel Identification Number (PIN)

Tax Key Nos.: 51-006-03-20-26-018-530
51-006-03-20-26-018-540

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

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WELL AGREEMENT

THIS AGREEMENT, made this 23rd day of January, 2001, by and between Dover Deer Meadows, LLC (hereinafter referred to as "First Party"), and Dover Deer Meadows, LLC (hereinafter referred to as "Second Party").

WHEREAS, First Party is owner of certain vacant real property located in the Town of Dover, Racine County, Wisconsin; the legal description of such property being:

Lot 53, Dover Deer Meadows, according to the recorded plat thereof. Said land being in the Town of Dover, Racine County, Wisconsin.

Tax Parcel I.D. 51-006-03-20-26-018-530

said land being herein referred to as "Parcel 1"; and,

WHEREAS, Second Party is the owner of certain real property located in the Town of Dover, Racine County, Wisconsin; the legal description of such property being:

Lot 54, Dover Deer Meadows, according to the recorded plat thereof. Said land being in the Town of Dover, Racine County, Wisconsin

Tax Parcel I.D. 51-006-03-20-26-018-540

said land being herein referred to as "Parcel 2"; and,

WHEREAS, a single water well located on Parcel 1 will provide water for both Parcels; and whereas the parties hereto desire to reduce to written form certain declarations and covenants relating to the water well and appurtenant equipment;

NOW, THEREFORE, for valuable consideration, it is declared by the parties as follows:

FIRST: The owners of Parcels 1 and 2, their successors, heirs and assigns, shall have the perpetual right to draw and use water from the water well which is currently located on Parcel 1 for domestic purposes and garden irrigation only.

SECOND: A separate well pump has, or will be, installed in the well for each parcel and a separate pressure tank and service lateral will be installed for each parcel. Each well pump, appurtenant equipment and piping shall be considered to be the personal property of the party making use of such equipment and shall be serviced and maintained by and at the sole expense of that owner. The parties hereto acknowledge and agree that during the term of this Agreement, electricity for each well pump shall be furnished by the owner of the parcel being serviced by that pump.

THIRD: The cost of repair and maintenance to the water well itself, exclusive of repairs and maintenance of the well pumps and service pipes and laterals from the well to the residences, shall be shared equally by the owners of the Parcels. In the event that the well produces an insufficient supply of water, the cost of redrilling, modifying or altering the well to increase production of water shall also be shared equally by the then owners of the Parcels.

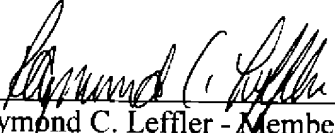
FOURTH: In the event that the well water should become contaminated to an extent that it is found unsuitable for normal household requirements by State Board of Health standards, then this Agreement shall terminate and all rights and responsibilities under this Agreement shall cease.

FIFTH: The water obtained by the owners of either of the parcels referred to herein is solely for use upon the premises described in this Agreement and no assignment or devise of any rights hereunder for use of water on other lands shall be valid. In the event that the well shall at any time be abandoned, the cost of such abandonment shall be shared equally by both Parcels.

SIXTH: This Agreement shall be binding upon the then owners of each parcel, their heirs, personal representatives, successors and assigns and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the date first above written.

FIRST PARTY:
DOVER DEER MEADOWS, LLC


Raymond C. Leffler - Member


Christopher M. Reesman - Member

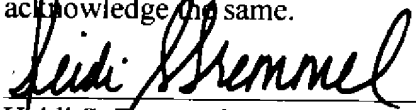
SECOND PARTY:
DOVER DEER MEADOWS, LLC

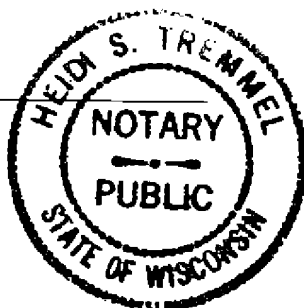

Raymond C. Leffler - Member


Christopher M. Reesman, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 23rd day of January, 2001, the above named Raymond C. Leffler and Christopher M. Reesman, being authorized Members of Dover Deer Meadows, LLC, to me known to be the person who executed the foregoing instrument and acknowledge the same.


Heidi S. Tremmel
Notary Public, State of Wisconsin
My Commission expires: 4/7/2002



Drafted by: Raymond C. Leffler
1020 West Blvd.
Racine, WI 53405