

WELL AGREEMENT

THIS AGREEMENT, Made in triplicate this 18th day of November, 1957, by and between Erwin B. Brower and Mildred Brower, his wife, and in her individual right and capacity, parties of the first part; and Carlyle F. Brower and Evelyn C. Brower, his wife, and in her individual right and capacity, parties of the second part, and Robert W. Dott and Gladys Dott, his wife, and in her individual right and capacity, parties of the third part;

Witnesseth: Whereas, first parties are the owners of the following parcel of land located in Dodge County, Wisconsin and specifically described as follows:

A part of the N.W.1/4 of the N.E.1/4 of Sec. 28, T. 12 N., R. 14 E., described as follows: Starting at the N. 1/4 corner of Sec. 28, T. 12 N., R. 14 E., thence running S.'ly on the center line of Section on a bearing (from observation of the sun) S. 0 deg. 28' E. 1024.64 ft. to a point which is 4.59 ft. E. of the edge of the concrete of State Highway 33, thence N. 89 deg. 32' E. 106.34 ft.; to a 2-1/2 in. iron pipe, which is the intersection of the lot fronts and easement to the S W with the right of way of the County ~~of this~~ Road; thence S. 36 deg. 13' E. 240 ft. to point of beginning, of this description and corner of a parcel of land bordering an easement which runs S.E.'ly along the Kaftanski property. From said point of beginning S. 36 deg. 13' E. 60 ft.; thence N. 53 deg. 47' E. 150 ft.; thence N. 36 deg. 13' W. 60 ft.; thence S. 53 deg. 47' W. 150 ft. to the point of beginning.

Whereas first parties have dug and drilled a well which is located in the parcel above described, in Dodge County, Wisconsin, and specifically described as follows:

Starting at the N. 1/4 corner of Section 28, T. 12 N., R. 14 E.; thence running Southerly on the center line of Section on a bearing (from observation of the sun) S. 0° 28' E. 1024.64 feet to a point which is 4.59 feet East of the East edge of the concrete of State Highway 33; thence N. 89° 32' E. 106.34 feet, to a 2-1/2 inch iron pipe, which is the intersection of the lot fronts and easement to the Southwest with the right of way of the County Road; thence S. 36° 13' E. 243 feet; thence N. 53° 47' E. parallel with the Northwesternly line of the Erwin B. Brower property a distance of 21.5 feet at which point the well is located.

And whereas the parties of the second part are the owners of the following described premises located in Dodge County, Wisconsin and specifically described as follows:

A part of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Sec. 28, T. 12 N. R. 14 E., described as follows: Starting at the N. $\frac{1}{2}$ corner of Sec. 28, T. 12 N., R. 14 E., thence running S. 'ly on the center line of Section on a bearing (from observation of the sun) S. 0 deg. 28' E. 1024.64 ft. to a point which is 4.59 ft. E. of the E. edge of the concrete of State Highway 33, thence N. 89 deg. 32' E. 106.34 ft; to a 2- $\frac{1}{2}$ in. iron pipe, which is the intersection of the lot fronts and easement to the S.W. with the right of way of the County Road; thence S. 36 deg. 13' E. 60 ft. to point of beginning of this description, and corner of a parcel of land bordering an easement which runs S.E. 'ly along the Kaftanski property. From said point of beginning S. 36 deg. 13' E. 60 ft; thence N. 53 deg. 47' E. 150 feet; thence N. 36 deg. 13' W. 60 ft; thence S. 53 deg. 47' W. 150 ft. to the point of beginning.

And whereas the parties of the third part are the owners of the following described premises located in Dodge County, Wisconsin and specifically described as follows:

A part of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Sec. 28, T. 12 N. of R. 14 E., described as follows: Starting at the N. $\frac{1}{2}$ corner of Sect. 28, T. 12 N., R. 14 E., thence running S. 'ly on the center line of Section on a bearing (From observation of the sun) S. 0° 28' E. 1024.64 ft. to a point which is 4.59 ft. E. of the E edge of the concrete of State Highway 33, thence N. 89° 32' E. 106.34 ft; to 2 $\frac{1}{2}$ inch iron pipe, which is the intersection of the Lot fronts and easement to the S.W. with the right of way of the County Road; thence S. 36° 13' E. 180 feet to a point of beginning of this description and corner of a parcel of land bordering an easement which runs S.E. 'ly along the Kaftanski property. From said point of beginning S. 36° 13' E. 60 ft; thence N. 53° 47' E. 150 ft; thence N. 36° 13' W. 60 ft; thence S. 53° 47' W. 150 ft. closing to place of beginning.

WHEREAS all of the parties hereto presently are securing water from the aforementioned well for their above respective lands thru water mains located from said well S. 53° 47' East a distance of 21.5 feet to a private right of way in front of and southwesterly of the premises owned by the parties hereto and

which right of way is more particularly described in Warranty Deed recorded in the office of the Register of Deeds, Dodge County, ^{deeds,} Wisconsin, in volume 224 of/page 242.

Now, Therefore, in consideration of the sum of One Dollar, in hand paid by each of the parties aforesaid to each of the other parties hereto, and in consideration of the mutual advantage each of the parties hereto will receive under the terms of this agreement;

It is agreed by the first parties that each of the other parties hereto, subject to the limitations hereinafter described, shall have the right and privilege to secure and use water from said well, situated upon the premises of the first parties, for domestic purposes for the respective premises owned by the parties hereto, and shall have access thereto at all reasonable times; and it is mutually agreed by and between all of said parties that the use of said well shall be shared by each and all of the parties hereto and that all of the parties hereto shall pay his one-third share in the expense incurred in the upkeep and maintenance of said well ~~(and the water main in front of the respective premises of parties hereto)~~ in good condition; as well as his share of all expenses, including electricity, connected with the operation of said pump and motor, subject to all covenants herein contained, but each of the parties hereto at their own expense shall maintain their own water main laterals, namely; pipes to their premises from main water pipe supplying all parties.

It Is Further Agreed and Understood by and between the parties hereto that the use of said well is subject to the following limitations, namely:

The first parties, reserve the right to grant to others who may own any lands described in Warranty Deed recorded in volume 251 of Deeds on page 531, in the office of the register of deeds for Dodge County, the same or substantially the same use of said well, and upon the same terms and conditions as hereinbefore set forth, to second and third parties, and first parties shall in no way or manner be liable for a failure, or partial failure, of water supply in said well, but said first parties, or their assigns, shall together with all other users of water at all times keep said well in reasonably good repair, including the re-drilling of said well, to insure flow of water therefrom. Provided however, if parties other than those to this agreement shall use said well the cost of maintenance and repair shall be divided equally between the users thereof.

This agreement shall forever run with the premises involved and shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

In the presence of:

Ernest P. Strub

Betty Kraemer

Ernest P. Strub

Betty Kraemer

Ernest P. Strub

Betty Kraemer

Erwin B. Brower (SEAL)

Mildred Brower (SEAL)

Carlyle F. Brower (SEAL)

Evelyn C. Brower (SEAL)

Robert W. Dott (SEAL)

Gladys Dott (SEAL)