

WELL AND WATER AGREEMENT

THIS AGREEMENT made and entered into this 5 day of March 2014, by and between Elaine A. MacArdy ("MacArdy"), the Donald and Sharon Blackman Revocable Trust dated February 11, 2010 ("Blackman") and The Villas at Echo Lane Condominium Association, Inc. ("Echo Lane").

WITNESSETH:

WHEREAS, a fresh water well, pumping equipment and distribution system for the fresh water well is located on the property of MacArdy, and

WHEREAS, the electric service for said well currently servicing the property owned by MacArdy and Blackman is located on the property of MacArdy, and

WHEREAS, MacArdy and Blackman deem it in their respective best interests to execute an agreement for the management and maintenance of the fresh water well which services the properties listed herein, and

WHEREAS, MacArdy and Blackman wish to share the use of the fresh water well and pumping equipment by all current and future property owners of the respective parcels, and

WHEREAS, for the purpose of establishing the mutual rights and obligations of the parties hereto with respect to said water well and maintenance thereof,

IT IS HEREBY MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. That MacArdy is the owner of the following described real estate, to-wit:

Unit 17A, and so much of the undivided interest in the common areas and facilities appurtenant to such units and expansion real estate in the percentage specified and established in the hereinafter mentioned Declaration and amendments thereto, in THE VILLAS AT ECHO LANE PHASE III, a condominium created under the Unit Ownership act of the State of Wisconsin by Declaration recorded May 2, 1996 as Document No. 1022640 and re-recorded May 15, 1996 as Document No. 1023791 and amendments thereto and by Condominium Plats thereto, together with the exclusive use of the limited common elements and facilities appurtenant to said Units and Expansion Real Estate, and other common uses and rights appurtenant to said Units and

Expansion Real Estate, all as set forth in the Declaration and in Chapter 703 of the Wisconsin Statutes as amended. Said Condominium is located in the northeast 1/4 of the southwest 1/4 of section 13, town 1 north, range 20 east of the fourth principal meridian, lying and being in the Town of Salem, County of Kenosha and State of Wisconsin.

Tax Key Number: 65-4-120-133-0162

Address: 9000 226th Court, Villa 17A, Salem, WI 53168

hereinafter referred to as the "MacArdy Property".

2. That Blackman is the owner of the following described real estate, to-wit.

Unit 17B, and so much of the undivided interest in the common areas and facilities appurtenant to such units and expansion real estate in the percentage specified and established in the hereinafter mentioned Declaration and amendments thereto, in THE VILLAS AT ECHO LANE PHASE III, a condominium created under the Unit Ownership act of the State of Wisconsin by Declaration recorded May 2, 1996 as Document No. 1022640 and re-recorded May 15, 1996 as Document No. 1023791 and amendments thereto and by Condominium Plats thereto, together with the exclusive use of the limited common elements and facilities appurtenant to said Units and Expansion Real Estate, and other common uses and rights appurtenant to said Units and Expansion Real Estate, all as set forth in the Declaration and in Chapter 703 of the Wisconsin Statutes as amended. Said Condominium is located in the northeast 1/4 of the southwest 1/4 of section 13, town 1 north, range 20 east of the fourth principal meridian, lying and being in the Town of Salem, County of Kenosha and State of Wisconsin.

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hereinafter referred to as the "Blackman Property".

3. That the aforesaid fresh water well and pumping equipment shall be used in common by all current and future owners of the MacArdy Property and Blackman Property (with the then-current owners of the MacArdy Property and Blackman Property being referred to herein as the "Property Owners").

4. That until this Well and Water Agreement is terminated, and subject to the terms and conditions contained herein, the Property Owners of the MacArdy Property and Blackman Property may draw water from said well and water system for all bona fide domestic uses. The water softener system shall be a part of the well and water system for all purposes under this Agreement.

5. That MacArdy hereby agrees to provide water from the well located on the property of MacArdy to the Blackman Property, upon the following terms and conditions:

A. All of the system maintenance charges, including repairs, testing, inspection and/or disinfection shall be borne equally between the Property Owners of the MacArdy Property and Blackman Property.

B. System component replacement due to wear, obsolescence, encrustation or corrosion shall be borne equally between the Property Owners of the MacArdy Property and Blackman Property.

C. System improvement to increase the service life of a material or component, to restore well yield or to provide necessary system protection shall be borne equally between the Property Owners of the MacArdy Property and Blackman Property.

D. Any costs as levied by the Federal Government, State of Wisconsin, Kenosha County, Town of Salem, City of Kenosha, or other governmental body shall be borne equally between the Property Owners of the MacArdy Property and Blackman Property.

E. Any damage to the water lines servicing the MacArdy Property shall be borne equally between the Property Owners of the MacArdy Property and Blackman Property.

F. All payments and/or reimbursements required herein shall be paid within twenty (20) days to the party, including their successors and assigns, incurring the cost for maintenance charges and/or service charges.

G. In the event payment is not made within twenty (20) days, the party incurring the cost shall demand in writing to the responsible party of the cost for maintenance charges and/or service charges.

H. Should any Property Owner fail to make any of the payments required herein within fifteen (15) business days following the date of written notice, said defaulting party shall be assessed interest at the rate of eighteen percent (18%) per annum. After fifteen (15) business days, the party incurring the cost has the right to place a lien on the other property connected to the water well system.

I. In the event either party, including their successors and assigns, fail to make any of the payments required herein and the other party is required to file suit to recover said deficiency, the nonbreaching party is entitled to all reasonable and actual attorney's fees and costs to enforce this Agreement.

6. Any Property Owner who is connected to the well and water system shall have the right to act to correct an emergency situation in the absence on site of the other Property Owner. An emergency situation is defined as the failure of any shared portion of the system to deliver water upon demand.

7. Water sampling and testing by a responsible, licensed in the case where licensure is required, local authority shall be permitted at any time at the request of any Property Owner.

8. If testing mandates corrective measures, the costs shall be borne equally between the Property Owners.

9. No Property Owner shall locate or relocate any element of an individual sewage disposal system within 100 feet of the shared well.

10. Each Property Owner grants to the others and the others' agents the right to go upon and obtain access to the MacArdy Property and Blackman Property for system operation, maintenance, replacement, improvement, inspection or testing which will be at the cost of the respective owner, except that cost to remove and replace common boundary fencing or walls shall be shared equally between the Property Owners.

11. Echo Lane grants to MacArdy and Blackman and/or their respective agents the right to go upon the common areas of The Villas at Echo Lane Phase III Condominium and obtain access to the water well for system operation, maintenance, replacement, improvement, inspection or testing which will be at the cost of the Property Owner, except that cost to remove and replace common boundary fencing or walls shall be shared equally between the Property Owners.

12. Any removal and/or replacement of pre-existing site improvements necessary for system operation, maintenance, replacement, improvement, inspection or testing will be at the cost of the respective Property Owner.

13. This agreement shall continue in full force and effect until and unless the water well is abandoned and the MacArdy Property and the Blackman Property are both connected to municipal water and sewer, and/or sooner terminated by a written, recorded agreement.

14. This Agreement may be terminated or amended only by the written consent of the Property Owners unless otherwise specifically provided herein.

15. This Agreement shall be binding upon and inure to the benefit of the MacArdy and Blackman, their successors and/or assigns in title and the covenants contained herein shall be construed to be covenants running with the land and shall inure to the benefit of the current and future owners of the MacArdy Property and Blackman Property.

16. The parties agree to record this Agreement with the Kenosha County Register of Deeds.
17. The parties agree that this Agreement shall be interpreted under the laws of the State of Wisconsin and venue shall remain in Kenosha County.
18. All provisions and reference to the parties are binding upon the parties who execute this Agreement and their heirs, personal representatives, successors, assigns and/or agents.
19. Any notices to be provided to a party under this Agreement shall be deemed given when personally served upon a party or three (3) calendar days following deposit in the United States Mail, postage prepaid, for certified mail, return receipt requested, addressed to a party at their address for mailing real estate tax bills in the records of the municipality in which the MacArdy Property and Blackman Property are located.

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates indicated below.

Signature Pages to Follow

Dated: _____, _____ 2014

The Villas at Echo Lane Condominium Association, Inc.
By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this day of March, 2014, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____
Notary Public, County of Kenosha
My Commission Expires: _____