A G R E E M E N T

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THIS AGREEMENT, made and entered into this 10th day of November A.D. 1947, by and between HAROLD A. MAY and LEORA E. MAY, his wife, parties of the first part, CLIFFORD D. LINDMEYER and DOROTHY LINDMEYER, his wife, parties of the second part, and CLARENCE A. MAY and MAUDE MAY, parties of the third part, all of the County of Racine, State of Wisconsin.

WHEREAS, Harold A. May and Leora E. May, his wife, parties of the first part, are the owners of certain property particularly described as follows:

A part of the Southeast ¼ of the Southeast ¼ of Section 4, Town 3 North of Range 22 East, as follows:
Begin at the Southeast corner of said Section 4, run thence West along the south line of said Section 330 feet; thence North parallel to the East line of said Section 330 feet; thence West 440 feet; to place of beginning of this description, thence North parallel to the East line of said Section, 990 feet, to the North line of said Southeast ¼ of Southeast ¼ of said Section; run thence West along the said North line 88 feet; thence South parallel to the East line of said Section, 990 feet; thence East parallel to the South line of said Section, 88 feet to the place of beginning. Containing two acres, more or less.
Said land being in Racine County, Wisconsin.

AND, WHEREAS, Clifford D. Lindmeyer and Dorothy Lindmeyer, his wife, parties of the second part, are the owners of certain property particularly described as follows:

Part of Southeast ¼ of the Southeast ¼ of Section 4, Town 3 North, Range 22 East, described as follows:
Begin at the Southeast corner of said Section 4, run thence West along the South line of said Section, 330 feet; thence North parallel to the East line of said Section, 330 feet; thence West 352 feet to place of beginning of this description; thence North parallel to the East line of said Section, 990 feet; to the north line of said Southeast ¼ of Southeast ¼ of said Section; run thence West along the said north line 88 feet; thence South parallel to the East line of said Section, 990 feet; thence East parallel to the South line of said Section, 88 feet to the place of beginning. Containing two acresmore or less.
Said land being in Racine County, Wisconsin.

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AND WHEREAS, Clarence A. May and Maude May, his wife, parties of the third part, are the owners of certain property particularly described as follows:

A part of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 3, North, of Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:
Begin at the southeast corner of said Section 4; run thence West along the South line of said Section 330 feet; thence North parallel to the East line of said Section 330 feet; thence West 528 feet to the place of beginning of this description, thence North parallel to the East line of said Section 990 feet; to the north line of said Southeast ¼ of Southeast ¼ of said Section; run thence West along the said North line 44 feet; thence South parallel to the East line of said Section 990 feet; thence East parallel to the South line of said Section 44 feet to the place of beginning. Containing one acre, more or less.

That certain piece or parcel of land lying and being in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows: Begin at the Southeast corner of Section 4, Town 3 North, Range 22 East, thence West along the South line of said Section, 330 feet; thence North parallel to the East line of said Section 330 feet; thence West parallel to the South line, 572 feet; to the place of beginning of this description; thence North parallel to the East line of Section, 990 feet to the North line of said Southeast ¼ of Southeast ¼ of said Section; run thence West along the North line 44 feet; thence South parallel to the East line of said Section, 990 feet; thence East parallel to South line of said Section 44 feet to the place of beginning. Containing one acre, more or less.

AND, WHEREAS, the aforementioned parties have caused to be constructed an electrically operated water well located on the property of the parties of the first part, the construction cost of said well having been borne equally by the said three parties, and ownership of said well shallbe equal in all parties.

NOW, THEREFORE, in consideration of mutual promises of the parties and other good and valuable considerations, it is agreed that:

(1) Whereas the electric current to be used in the operation of said well will be billed only to the parties of the first part upon whose property the well is located, it is agreed that the three parties mentioned above will

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each pay a third of the electric bill attributable to the operation of the well.

(2) In the event repair of the well becomes necessary, either because it is not functioning properly, or for purposes of properly maintaining same, all parties agree to contribute equally to the labor involved. Any costs incurred in repairing the well will be borne equally by the three parties aforesaid.

(3) The said parties have the right, use and privilege to draw and use from said well all the water that they may need. However, no party shall at any time use water in such quantities so as to makeunavailable to the remaining parties a supply of water adequate for normal household use.

(4) The parties of the second and third parts shall have an easement across and upon the land of the parties of the first part to install, maintain and repair if necessary one water pipe line each, running on a direct line fromthe well to their respective properties, and any sod removed to place the water pipe lines shall be replaced so that the sod is level with the surrounding landscape.

(5) Unless there is an electrical or mechanical breakdown of the pumping equipment, under no circumstances shall water be denied the parties of the second and third parts.

(6) In case of the refusal of any of the parties hereto to pay their share of the proper maintenance of the well, the parties billed for maintenance shall give the defaulting parties a written notice of claim. Failure of the defaulting parties to pay the claim within thirty (30) days after said notice of claim has been received, shall make them liable to the parties billed for maintenance for the

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amount of the claim plus Twenty-five Dollars ($25.00) liquidated damages. It is further agreed that at the expiration of said thirty (30) days, the parties billed for maintenance shall then have the right to shut off the water line of the parties that are in default.

(7) It is agreed that the water rights under this agreement run with the land and that all of the heirs or assigns of any of the parties hereto take title subject to this agreement.

(8) It is further agreed by all the parties hereto that they will not permit any persons other than themselves to tap unto the well or to use the well, and any offending party or parties agree that the remaining parties may shut off his or their particular water line until the improper tapping on or use of the well ceases.

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

Harold A. May (SEAL)
Harold A. May

Leora E. May (SEAL)
Leora E. May

Clifford D. Lindmeyer (SEAL)
Clifford D. Lindmeyer

Dorothy Lindmeyer (SEAL)
Dorothy Lindmeyer

Clarence A May (SEAL)
Clarence A. May

Maude L. May (SEAL)
Maude May

In presence of:
David J. Boggott
Edith F. Shavers

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A G R E E M E N T

By and between:

HAROLD A. MAY & LEORA E. MAY, his wife, parties of the first part,

CLIFFORD D. LINDMEYER & DOROTHY LINDMEYER, his wife, parties of the second part,

CLARENCE A. MAY & MAUDE MAY, his wife, parties of the third part.

November 10, 1947

535250

Register's Office } ss.
Racine County, Wis.
Received for Record 28 day of April A. D., 1948 at 10:50 o'clock A. M. and recorded in volume 474 of Deeds pages 561-565

Louis L. Peterson
Register of Deeds

By _____ Deputy

NORMAN SHOVERS
MORRIS SHOVERS
ATTORNEY AT LAW
RACINE, WISCONSIN

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STATE OF WISCONSIN)
) ss.
County of Racine)

Personally came before me this 24th day of April A.D. 1948, the above named Harold A. May, Leora E. May, Clifford D. Lindmeyer, Dorothy Lindmeyer, Clarence A. May and Maude May, to me known to be the persons who executed the foregoing agreement and acknowledged the same.

Edith F. Krause
Notary Public, Racine County, Wis.
My commission expires: May 7, 1950

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