

RECORDED  
SHEBOYGAN COUNTY, WI

Deputy of Notarial Registrar

In Vol. 1394 of 1  
Record on page 979/80

SHARED WELL AGREEMENT

THIS AGREEMENT is made this 15<sup>TH</sup> day of JUNE,  
1995 by and between SALZWEDDEL DEVELOPMENT (hereafter known  
as SDC) and SALZWEDDEL DEVELOPMENT (hereafter  
known as SDC.)

WHEREAS, SDC are owners of real property described as:

LOT 58 Hunters Glen Subdivision, Phase III in the Town of Sheboygan,  
Sheboygan County, Wisconsin, according to the recorded plat thereof.

and WHEREAS, SDC is the owner of real property described as:

LOT 59 Hunters Glen Subdivision, Phase III in the Town of Sheboygan,  
Sheboygan County, Wisconsin, according to the recorded plat thereof.

and WHEREAS a certain drinking water well has been caused to be drilled by the  
parties hereto, which said drilled water well is located near the property line  
between the two parcels set forth above, but upon the real property owned by SDC  
within which said well the parties may install their own separate  
and private water pump and ancillary equipment for the delivery of water to their  
respective premises for normal residential water use;

and WHEREAS, the parties hereto do consent to the location of said drilled drinking  
water well on the real property owned by SDC as set forth  
above, and do allow the said drinking water well to remain in its present location  
near said common property line, subject to the following limitations and  
conditions:

1. SDC hereby grants unto SDC

an easement on, under, over and/or across an area within a ten (10) foot  
radius of said well and five (5) feet either side of a line which extends directly  
from the said well to the real property owned by SDC for the  
purposes of necessary installation and/or maintenance of said well and/or the  
individual pumps and/or ancillary devices located therein by SDC provided  
that any required maintenance of said well and/or ancillary devices located therein  
shall be performed by workmen licensed by the State of Wisconsin and any required  
local municipality in such a manner that will not cause waste or impairment of the  
lands of either of the parties hereto and the costs of such required maintenance  
of the well itself shall be divided equally between the parties hereto, their  
respective heirs, successors and/or assigns, while any required maintenance of the  
pumps and/or ancillary devices owned by the individual parties shall be borne  
solely by the owner thereof;

2. The use of said lands by SDC, their respective heirs,  
successors and/or assigns, shall be deemed permissive and SDC, their  
respective heirs, successors and/or assigns shall never assert any adverse interest  
in said lands used, possessed and/or occupied by the said drinking water well, its  
appurtenant devices and/or easement(s) as necessary for the delivery of water from  
said well to the premises of SDC for normal residential uses thereof;

3. Should either party perform maintenance on the individual pump and/or  
ancillary equipment of the said party located in or about the shared well, the  
party performing such maintenance shall benefit from the same easement rights  
granted at item 2 above and shall do so pursuant to any and all regulations and/or  
limitations set forth at item 2 above and further, shall notify the other party  
of said maintenance and the requisite impairment of the water supply of the other  
party prior to performance of said impairment;

4. The usage of the shared drinking water well by the parties shall never  
be performed in such a manner as to violate any municipal codes and/or ordinances;  
and in the event that the parties are required to attach to a municipal water  
supply, this agreement shall terminate, save for the provision that any costs of  
abandoning the shared well shall be borne equally by the parties, their respective  
heirs, successors and/or assigns;

5. Other than as stated at item 4 above, this agreement shall remain in effect and shall bind the parties hereto, their respective heirs, successors and/or assigns until it is terminated in writing by all of the then-parties-in-interest to this agreement and/or any extensions or amendments hereto;

IN CONSIDERATION of the right to use and occupy the lands of the other, said parties further agree that any use of the land of the other party shall always and forever be deemed permissive and said parties, their respective heirs, successors and/or assigns further agree to hold each and the other harmless from any liability occasioned by the continued use and occupation of said lands by the shared well and the easements granted herein for access thereto over the said lands of SDC

parties agree that upon termination of said well as set forth at items 4 and 5 above, any and all easement(s) shall terminate and SDC shall have no further rights in and to the real property of SDC described above.

THIS AGREEMENT constitutes a covenant running with the lands of parties and shall be binding on their respective heirs, successors and assigns;

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this

15th day of JUNE, 1995

SIGNED: By Judith H. Salzwedel  
Judith H. Salzwedel  
Its President

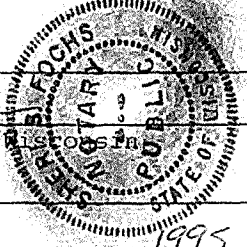
SIGNED: By Judith H. Salzwedel  
Judith H. Salzwedel  
Its President

State of Wisconsin }  
County of Sheboygan } SS

Personally came before me this 15th day of June, 1995 to the above named Judith H. Salzwedel \*\* to me known to be the persons who executed the foregoing instrument for the purpose set forth herein, as an authorized act of said corporation.

as President of Salzwedel Development Corporation

Sheri S Pochs  
Sheri Pochs  
Notary Public, State of Wisconsin



My commission expires: 10/26/97

Personally came before me this 15th day of June, 1995 the above named Judith H. Salzwedel as President of Salzwedel Development Corp to me known to be the person~~s~~ who executed the foregoing instrument for the purposes set forth therein and in ~~XXXXXX~~ her respective capacities, as an authorized corporate act thereof.

DRAFTED BY JUDITH SALZWEDEL

Ret SCAC