

CERTIFIED SURVEY MAP

A PART OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 24,
T.16N., R.22E., VILLAGE OF HOWARD'S GROVE,
SHEBOYGAN COUNTY, WISCONSIN.

1192117

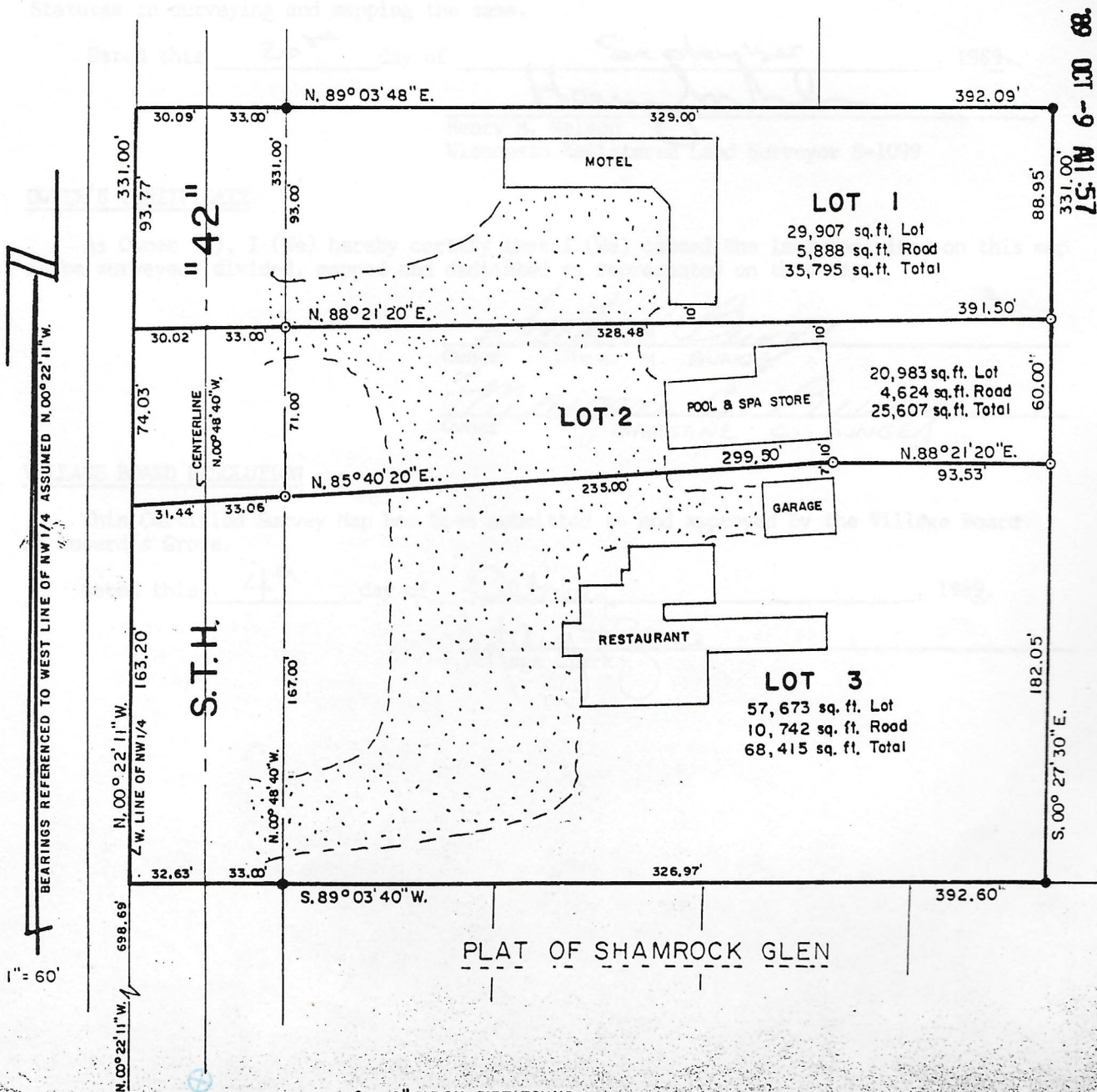


Sept 20, 1989

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 9th
day of Oct A.D. 1989
at 11:57 o'clock AM., and
Recorded in Vol. 9
of CSM on page 23

Darlene J. Nies
Register

98 956684 EN0006.00 JR



W $\frac{1}{4}$ CORNER
SEC. 24-16-22

- = 2" IRON PIPE FOUND
- = 1" IRON PIPE FOUND
- = 1" x 24" IRON PIPE WEIGHING 1.13 LB/FT

L-9326

WELL AGREEMENT

THIS AGREEMENT is made and entered into by JACK H. BUNGE and MARGENE C. BUNGE, husband and wife, residing at 1001 North Wisconsin Drive, Howards Grove, WI 53083.

1. OWNERSHIP. JACK H. BUNGE and MARGENE C. BUNGE, husband and wife, are owners of the following parcels of real estate:

PARCEL 1: 1001 North Wisconsin Drive, Howards Grove, WI 53083; presently in use as a single-family residence:

001E#4955 0006 JF \$8.

001E#4955 0006 LRIB \$2.

Part of the Southwest Quarter (SW-1/4) of the Northwest Quarter (NW-1/4) of Section Twenty-four (24), Township Sixteen (16) North, Range Twenty-two (22) East, in the Village of Howards Grove, Sheboygan County, Wisconsin, more particularly described and set forth as Lot 4 of a Certified Survey Map recorded as Document No. 1428207, in Volume 12 of Certified Survey Maps, on Page 134, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on June 16, 1995, at 2:47 p.m.; being a redivision of Lot 3 of a Certified Survey Map recorded in Volume 9 of Certified Survey Maps, on Page 23.

001E#4955 0006 CO LRM \$4.

PARCEL 2: 1003 North Wisconsin Drive, Howards Grove, WI 53083; presently in use as a business known as Edgewood Pools & Spas:

Part of the Southwest Quarter (SW-1/4) of the Northwest Quarter (NW-1/4) of Section Twenty-four (24), Township Sixteen (16) North, Range Twenty-two (22) East, in the Village of Howards Grove, Sheboygan County, Wisconsin, more particularly described and set forth as Lot 3 of a Certified Survey Map recorded as Document No. 1428207, in Volume 12 of Certified Survey Maps, on Page 134, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on June 16, 1995, at 2:47 p.m.; being a redivision of Lot 3 of a Certified Survey Map recorded in Volume 9 of Certified Survey Maps, on Page 23.

PARCEL 3: 1005 North Wisconsin Drive, Howards Grove, WI 53083; presently in use as a warehouse/shop:

Part of the Southwest Quarter (SW-1/4) of the Northwest Quarter (NW-1/4) of Section Twenty-four (24), Township Sixteen (16) North, Range Twenty-two (22) East, in the Village of Howards Grove, Sheboygan County, Wisconsin, more particularly described and set forth as Lot 2 of a Certified Survey Map recorded as Document No. 1192117, in Volume 9 of Certified Survey Maps, on Page 23, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on October 9, 1989.

2. LOCATION OF WELL, PUMP, AND ELECTRIC SERVICE.

The well, pump, and electric service for the pump, which service all of the above three (3) parcels with water for each property's respective needs, are located on **PARCEL 1** above.

3. JOINT RIGHT OF USE. IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED by the owners, their heirs, successors, and assigns, that the parties hereto shall use the well and pump located on said **PARCEL 1** as hereinbefore described for the purpose of drawing water from said well for normal and reasonable uses consistent with the current uses of each parcel.

4. ALLOCATION OF COSTS. The owners desire to establish a percentage for the maintenance costs of the well and pump between the said parcels, as well as to establish a reimbursement expense to be paid by the owner of **PARCEL 2** above described for the use of the electric service from said **PARCEL 1**, and agree as follows:

4a. The cost of maintaining the well and pump shall be split as follows: **PARCEL 1 - 25%; PARCEL 2 - 50%; PARCEL 3 - 25%.**

4b. The cost of maintaining or repairing the respective piping extending from said well to each of the parcels shall be borne by the owner of said affected parcel.

4c. The owner of **PARCEL 2** shall pay to the owner of **PARCEL 1** the sum of Fifteen Dollars (\$15.00) per month for said parcel's use of the electric service located on said **PARCEL 1**. This amount shall be increased by 10% commencing on January 1, 1999, and shall further increase by 10% on each third January 1 following.

5. MAINTENANCE EASEMENT. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that the owners of each parcel hereto grant each other the right to enter upon that portion of the respective parcels above described under which said pipes run leading to the said well, said right of entry to be for the purpose of inspection, maintenance, and repair of said water pipes, pump, pressure tank, accessories, and well, and that each of the owners will be responsible for the repair or replacement of the premises in the same condition as said premises were in before any repair or excavation work became necessary.

6. COVENANT TO RUN WITH LAND. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that this Agreement shall be a covenant running with the lands herein described and shall be binding on the owners hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the owners hereto have hereunto set their hands and seals this 8th day of January, 1996.

(5)

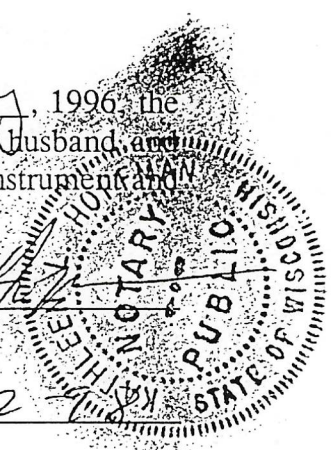
Jack H. Bunge
JACK H. BUNGE

Margene C. Bunge
MARGENE C. BUNGE

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me this 5 day of January, 1996, the above-named **JACK H. BUNGE** and **MARGENE C. BUNGE**, husband and wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kathleen A. Hopp
Notary Public
Sheboygan County, Wisconsin
My Commission Expires: 8-2-98



THIS INSTRUMENT DRAFTED BY:

Attorney John E. Raftery
HOPP, POWELL, RAFTERY & BAUER
601 North Fifth Street
Sheboygan, WI 53081

[Signature page to Well Agreement - Jack H. & Margene C. Bunge:
1001/1003/1005 North Wisconsin Drive, Howards Grove, Wisconsin]

**FIRST ADDENDUM TO
WELL AGREEMENT**

Recorded 11/12/98 @ 9:52 a.m.
Volume 1621 of Records, on
Pages 440/1, as Document No.
1524089.

The Well Agreement executed on January 5, 1996, and recorded on January 15, 1996, at 8:26 a.m., in Volume 1425 of Records, on Pages 801/3, as Document No. 1442173, is amended to add thereto the following Subparagraph 4d to Paragraph 4:

"4d. The owner of **PARCEL 3** shall pay to the owner of **PARCEL 1** the sum of Seventy-five Dollars (\$75.00) per year, on or before January 1 of each year, for said parcel's use of the electric service located on said **PARCEL 1**. This amount shall be increased by 10% commencing on January 1, 2002, and shall further increase by 10% on each third January 1 following."

In all other respects the Well Agreement shall remain in full force and effect.

HOPP, POWELL, RAFTERY & BAUER
601 NORTH FIFTH STREET
SHEBOYGAN, WI 53081

Legal descriptions of affected parcels:

PARCEL 1: 1001 North Wisconsin Drive, Howards Grove, WI 53083:

Part of the Southwest Quarter (SW-1/4) of the Northwest Quarter (NW-1/4) of Section Twenty-four (24), Township Sixteen (16) North, Range Twenty-two (22) East, in the Village of Howards Grove, Sheboygan County, Wisconsin, more particularly described and set forth as Lot 4 of a Certified Survey Map recorded as Document No. 1428207, in Volume 12 of Certified Survey Maps, on Page 134, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on June 16, 1995, at 2:47 p.m.; being a redivision of Lot 3 of a Certified Survey Map recorded in Volume 9 of Certified Survey Maps, on Page 23.

Tax Parcel No. 648696

PARCEL 2: 1003 North Wisconsin Drive, Howards Grove, WI 53083:

Part of the Southwest Quarter (SW-1/4) of the Northwest Quarter (NW-1/4) of Section Twenty-four (24), Township Sixteen (16) North, Range Twenty-two (22) East, in the Village of Howards Grove, Sheboygan County, Wisconsin, more particularly described and set forth as Lot 3 of a Certified Survey Map recorded as Document No. 1428207, in Volume 12 of Certified Survey Maps, on Page 134, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on June 16, 1995, at 2:47 p.m.; being a redivision of Lot 3 of a Certified Survey Map recorded in Volume 9 of Certified Survey Maps, on Page 23.

Tax Parcel No. 648695

EXHIBIT "E"
Page 1 of 2



PARCEL 3: 1005 North Wisconsin Drive, Howards Grove, WI 53083:

Part of the Southwest Quarter (SW-1/4) of the Northwest Quarter (NW-1/4) of Section Twenty-four (24), Township Sixteen (16) North, Range Twenty-two (22) East, in the Village of Howards Grove, Sheboygan

County, Wisconsin, more particularly described and set forth as Lot 2 of a Certified Survey Map recorded as Document No. 1192117, in Volume 9 of Certified Survey Maps, on Page 23, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on October 9, 1989.

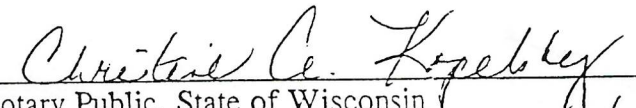
Tax Parcel No. 648693

IN WITNESS WHEREOF, the owners of the above-described parcels of real estate have hereunto set their hands and seals this 6 day of November, 1998.


JACK H. BUNGE

MARGENE C. BUNGE

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Personally came before me this 6 day of November, 1998, the above-named JACK H. BUNGE and MARGENE C. BUNGE, husband and wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My Commission (~~Is Permanent~~) (Expires: 9/8/02)

THIS INSTRUMENT DRAFTED BY:

Attorney John E. Raftery
HOPP, POWELL, RAFTERY & BAUER
601 North Fifth Street
Sheboygan, WI 53081

EXHIBIT "E"
Page 2 of 2

j:8:relbungl

ENDORSEMENT

ATTORNEYS' TITLE GUARANTY FUND, INC.

Policy No.: **23134274**

CONFORMITY ENDORSEMENT

ATG will be compensated in the event of a recovery pursuant to the terms of Paragraph 13(a) of the Conditions and Stipulations after the Insured Claimant has been fully compensated in accordance with the laws of the State of Wisconsin.

Any provisions to the contrary notwithstanding, this policy is valid without a countersignature.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

ATTORNEYS' TITLE GUARANTY FUND, INC.

by



Peter J. Birnbaum
President

3/3/99

Date

2923

Member No.



Signature of Member or Authorized Signatory
William R. Powell