

JOINT DRIVEWAY AND WELL AGREEMENT

WHEREAS, Frank H. Clink and Edna Clink, hereinafter referred to as first parties, are the owners in fee of a parcel of land in the Town of Friendship, Fond du Lac County, Wisconsin, described as:

- A. Beginning at the Northwest Corner of Lot 15, Plat of Long Beach in Sections 21, 22, and 28, Township 16 North, Range 17 East, and running thence East along the North Line of said Lot 15, 196.92 feet; thence running South and at right angles to said North line of Lot 15, 60 feet to the South line of Lot 15; thence West along the South Line of Lot 15, 210.84 feet to the Southwest corner of said Lot 15; thence Northeasterly along the West line of Lot 15 to place of beginning.

AND, WHEREAS, William A. Kellenberg and Erva A. Kellenberg, & Laura E. Toland, hereinafter referred to as second parties, are the owners in fee of a parcel of land in the Township of Friendship, Fond du Lac County, Wisconsin, described as follows:

- B. Beginning at the Northwest Corner of Lot 16, Plat of Long Beach in Sections 21, 22, and 23, Township 16 North, Range 17 East, and running thence East along the North line of said Lot 16, 183 feet; thence running South and at right angles to said North line of Lot 16, 60 feet to the South line of Lot 16; thence West along the South line of Lot 16, 196.92 feet to the Southwest Corner of said Lot 16; thence Northeasterly along the West line of Lot 16 to place of beginning.

AND, WHEREAS, Herrick H. Ryan and Louise A. Ryan, hereinafter referred to as third parties, are the owners in fee of a parcel of land in the Township of Friendship, Fond du Lac County, Wisconsin, described as follows:

- C. All of Lots 15 and 16, Plat of Long Beach in Sections 21, 22 and 23, Township 16 North, Range 17 East, except therefrom the premises described in paragraphs A and B hereof which belong to first and second parties.

AND, WHEREAS, all of the parties hereto desire to establish a joint right of way for the purpose of providing a means of ingress and egress to their respective parcels of land and to establish certain joint water and well rights.

Agree. Term. of Well Case. 8/8 - 227

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NOW THIS INDENTURE WITNESSETH, that in consideration of the mutual agreements contained herein, and for valuable consideration, which has passed between each of the parties, the receipt whereof is acknowledged, it is agreed:

1. First parties do hereby grant to second parties, their heirs and assigns, and to third parties, their heirs and assigns, the use of a strip of land five (5) feet in width off the North side of the parcel of land owned by first parties and described in paragraph A above; to be used as a joint driveway, according to the terms and conditions set forth hereafter.
2. And second parties do hereby grant to first parties, their heirs and assigns, and to third parties, their heirs and assigns, the use of a strip of land five (5) feet in width off the South side of the parcel of land owned by second parties, and described in paragraph B above, to be used as a joint driveway, according to the terms and conditions set forth hereafter.
3. It is agreed that said joint driveway shall be kept, maintained and repaired at all times jointly by the owners of the parcels of land described in paragraphs A, B and C hereof; that if at any time the owners of any two of said parcels shall determine that repairs or maintenance to said driveway are required and necessary, such repairs shall be made, and the expense thereof shall be apportioned equally to each of said three parcels of land.
4. It is further agreed that at all times said driveway shall be kept open, unobstructed and free for passage to or from each or all of the premises described in paragraphs A, B and C hereof.
5. First parties do further hereby grant to second parties, their heirs and assigns, and to third parties, their heirs and assigns, the right and privilege of drawing water from a well now located on the premises of first parties, as described in

paragraph A above, subject to the terms and conditions hereafter set forth.

6. It is agreed between the parties hereto, that all expense for maintenance and repair of the well shall at all times be borne equally by the owners of the parcels of land described in paragraphs A, B and C hereof. If at any time the owners of any two of said parcels of land shall determine that repairs or maintenance to said well are required or necessary, such repairs shall be made, and the expense thereof shall be apportioned equally to each of said three parcels of land. Such joint repairs and improvements shall relate only to the well itself and do not refer to or relate to the pumping or piping systems from said well; the repair or maintenance of which shall be borne by their respective owners. The owners of the parcels described in paragraphs B and C hereof shall, however, at all reasonable times have the right and privilege to enter on the premises of first parties for the purpose of making necessary repairs or improvements to the pipe lines from said well.

7. In the event that said well shall at any time be unable to furnish sufficient water for all three of the parcels of land concerned, the amount of water to be drawn therefrom shall be limited and apportioned equally between the three parcels of land. Should said well become dry, unuseable or unable to be repaired, this agreement shall not be construed as requiring the digging of a new joint well.

8. All provisions herein relating to said joint driveway and the use of said well shall at all times be construed as agreements running with the land and for the benefit of and binding upon the parties hereto, their heirs and assigns, and any and all subsequent owners of the parcels of land described herein.

9. All provisions herein shall be enforceable by specific performance in any court of law or equity, and all charges or expenses for maintenance or repairs of said driveway or well,



