

58758

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WELL AGREEMENT

THIS AGREEMENT is entered into this 30th day of May, 1980, by and between WILLIAM J. SCHAEFER and MADELINE SCHAEFER (Schaefer) and PEACE LUTHERAN CHURCH, INC., (Peace).

Schaefer is the owner of real property legally described as follows:

Lot Numbered Ten (10) of Block Numbered Nine (9) of Burk and Campbell's Subdivision, also known as Burk's Addition, of Section Ten (10) of the Village of Lyons, excepting the entire Easterly Thirty-two (32') feet of said Lot 10. Said land lying and being in the Village of Lyons, Walworth County, Wisconsin.

Peace is the owner of real property legally described as follows:

Lot 11 in Block 9 of Burk and Campbell's Subdivision, also known as Burk's Addition, of Section Ten of the Village of Lyons, excepting the entire Easterly 32 feet of said Lot 11. Said land lying and being in the Village of Lyons, Walworth County, Wisconsin.

There is a water well situated on the Schaefer property of a capacity sufficient to serve the needs of both properties. The parties, therefore, mutually agree as follows:

1. That the well situated on the Schaefer property shall provide water to the Peace property for normal church use unless and until this agreement is terminated as hereinafter provided. That if the water provided to the Peace property is not to be used for church purposes, this well agreement may be terminated by Schaefer.
2. There shall be an annual rental charge of \$120.00 payable in advance each year. All electricity shall be paid for by the owner of the Schaefer property.
3. The cost of basic maintenance of well, pump, electrical system and well shaft shall be paid by Schaefer; and if the well runs dry, the cost of a new well or of redrilling the present well shall be paid one-half each by the parties.
4. Failure to pay water rent or amounts due under paragraph 3 hereof, after sixty (60) days written notice of the amounts owing, shall render the agreement null and void.
5. Each party shall be responsible for maintaining service lines from well to the property serviced at his own expense. Schaefer hereby gives Peace a perpetual

I hereby certify that I have on this 4th day of June, 1980, microphotographed the above document in accordance with standards established by Sec. 228.03(1) of Statutes and with established procedures. Connie Woodruff Camera Operator.

AGREEMENT FOR MODIFICATION TO WELL AGREEMENT

This Agreement is entered into between WILLIAM J. SCHAEFER and MADELINE SCHAEFER (Schaefer), PEACE LUTHERAN CHURCH, INC. (Peace) and BURLINGTON FAITH CHAPEL, INC. (Faith). Schaefer and Peace have entered into a Well Agreement recorded in the Office of the Register of Deeds for Walworth County on June 3, 1980 in Volume 252 of records at page 1 as Document No. 58758.

Peace is conveying the property described as owned by it in said Well Agreement to Faith on land contract. The parties have negotiated a modification to said agreement, and therefore mutually agree that the same is amended as follows:

In the event that a new pump is required then Faith shall pay one-third (1/3) of the cost of said pump.

In all other respects the said Well Agreement of May 30, 1980, shall remain in full force and effect.

Dated: December 1, 1982.

William J. Schaefer
William J. Schaefer

Madeline Schaefer
Madeline Schaefer

PEACE LUTHERAN CHURCH, Inc.

By: Kent L. Zahn
Kent L. Zahn, President

Diane Wiesner
Diane Wiesner, Secretary

BURLINGTON FAITH CHAPEL, INC.

By: David Stowell
David Stowell, Elder

Gary Debbink
Gary Debbink, Elder

Jeff Cebulski
Jeff Cebulski, Elder

AUTHENTICATION

Signatures of all parties authenticated this 1st day of December, 1982.

Richard F. Foltz
Richard F. Foltz, Member: State Bar of Wisconsin

This Instrument Drafted by:
Attorney Richard F. Foltz.

Return to:
Richard F. Foltz
P.O. Box 190
Burlington, WI 53105

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WALW.
Foltz, Jochout
& Ludwig
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I hereby certify that I have on this 5 day of January, 1983 microphotographed the above document in accordance with standards established by Sec. 228.03 (1) of Statutes and with established procedures. Jean C. [Signature] Camera Operator.